

Barclays Purchase Order Terms and Conditions

These terms and conditions (“**Agreement**”) shall apply to the provision by you (the “**Supplier**”) of the goods, deliverables, services and/or software detailed in the Purchase Order to the Barclays Group company or companies detailed in the Purchase Order (“**Barclays**”). By providing those goods, deliverables, services and/or software, you agree to be bound by this Agreement.

1 **Definitions and Interpretation**

1.1 In this Agreement, unless otherwise stated or unless the context otherwise requires, each capitalized term will have the meaning set out below:

Acceptance or Accepted means Barclays’ written agreement that the applicable Deliverable(s) meet the applicable Acceptance Criteria;

Acceptance Criteria means the acceptance criteria, requirements and/or specifications set out in or described in the Purchase Order. If no such specific criteria, requirements or specifications are provided for particular Deliverables, then the Acceptance Criteria is that such items meet Barclays’ reasonable satisfaction;

Affiliate means, in relation to a party to this Agreement, any person or entity Controlling, Controlled by or under common Control with such party, for the time being;

Agreement means the recitals, clauses 1-15, Appendix A (clauses 16-20), Appendix B (clauses 21-25) and Appendix C (clauses 26-30) in this document, the Purchase Order and all other documents attached hereto or otherwise referenced, all as amended from time to time;

Applicable Anti-Bribery Law means any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country, including the Bribery Act and the US Foreign Corrupt Practices Act of 1977;

Associated Person means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

Barclays Group means Barclays Bank PLC and each Affiliate of Barclays Bank PLC;

Barclays Supplier Assurance Questionnaire means the questionnaire completed by the Supplier where applicable pursuant to this Agreement and incorporated herein by reference;

Barclays Equipment means any Barclays Group member’s hardware on which the Software is installed;

Barclays Network means the Barclays Group members’ computing environment (consisting of hardware, firmware and software) on which the Software will be installed and with which the Software must operate;

Barclays Premises means premises owned, leased, licensed or otherwise controlled by any member of the Barclays Group from time to time;

Bribery Act means the UK Bribery Act 2010 (as amended from time to time);

Business Continuity Plan means the business continuity plan (if any) notified by Barclays to the Supplier from time to time;

Business Days means a day (other than a Saturday or a Sunday or a public holiday) on which commercial banks are generally open for business in the country in which the Goods, Deliverables, Software and/or Services described in the Purchase Order are being provided;

Charges means the charges or license fees payable by Barclays to the Supplier under this Agreement and set out in the Purchase Order;

Confidential Information means in relation to either party to this Agreement (first party) any and all information in whatever form, whether in oral, tangible or in documented form, that (i) is by its nature confidential; or (ii) the other party knows or ought to know is confidential; or (iii) is designated by the first party as confidential, and is disclosed to or otherwise learned, acquired or developed by the other party in connection with this Agreement (or its subject matter); or (iv) is Personal Data;

Contract Year means the period of 12 calendar months commencing on the Effective Date and each anniversary thereof;

Control means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise. The terms Controlling and Controlled shall have a corresponding meaning;

Data Protection Legislation means, to the extent applicable to the performance of any of Supplier’s obligations hereunder: (i) the EU Directive on Privacy and Electronic Communications 2002/58/EC and European Commission decisions and guidance and all national implementing legislation; (ii) Gramm-Leach-Bliley Act provisions relating to Non-public Personal Information (as such term is defined in the Gramm-Leach Bliley Act); (iii) the Health Insurance Portability and Accountability Act of 1996; and (iv) all other applicable laws and regulations relating to data protection and privacy in any jurisdiction in which the Goods, Deliverables, Software and/or Services are being provided, the relevant data subject is located, or the Personal Data is being Processed;

Data Transfer Agreement means a data transfer agreement on such terms as are reasonably determined by Barclays as ensuring the relevant Personal Data being transferred is subject to adequate safeguards as prescribed by Data Protection Legislation;

Defect means (i) a situation where a Deliverable does not perform in accordance with the applicable Acceptance Criteria or as otherwise agreed between the Parties (ii) any error or failure of code within the Software which causes the Software to produce unintelligible or incorrect results or (iii) any failure to provide the functionality or performance features described in its specification or the Documentation or (iv) both (ii) and (iii);

Defect Rectification Period means a period of one (1) year following Acceptance of the applicable Deliverable or a different period expressly specified in the Purchase Order as such Order’s Defect Rectification Period;

Deliverable means the items (other than Software) identified as such in the Purchase Order together with any other materials or items provided by or on behalf of the Supplier to Barclays in the course of providing the Services;

Disclosing Party means, in relation to any Confidential Information, the party to whom such Confidential Information belongs;

Documentation means the documentation relating to the operation, specification, structure or use of the Software (or any part thereof), including operation manuals, user instructions, and technical literature, for aiding the use, operation or application of the Software;

Effective Date means the date stated as such in the Purchase Order;

End Date has the meaning given in the Purchase Order;

Good Industry Practice means the exercise of degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the same type of undertaking under the same or similar circumstances;

Goods means the items (other than Software) identified as such in the Purchase Order;

Gramm-Leach-Bliley Act means the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. Sections 6801-6809 (1999), and all regulations promulgated thereunder;

Indemnified Parties means Barclays and each other member of the Barclays Group and its and their respective officers, directors, employees, contractors, agents, representatives, successors and assigns, and Indemnified Party shall be construed accordingly;

Insolvency Event means one or more of the following events: (i) an administrator, administrative receiver, receiver or manager, liquidator or similar officer is appointed in respect of the whole or any part of the Supplier's assets and/or a winding up petition is issued against the Supplier; (ii) the Supplier proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; (iii) the Supplier is unable to pay its debts as they fall due; or (iv) any similar or analogous event takes place in any relevant jurisdiction;

Intellectual Property Rights means patents, trademarks, service marks, logos, trade names and business names, copyright (including future copyright), database rights, rights in and to Confidential Information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting or pending at any time in any part of the world;

License means the license to use the Software and Documentation granted pursuant to clause 27;

Material means any document, information, software, data, output or other material (in whatever form);

Milestone means the delivery or accomplishment by Supplier of Deliverable(s) and/or action(s) specified as a "milestone" in the Purchase Order;

Milestone Date means the date designated for completion of a Milestone in the Purchase Order;

Modify means to add to, enhance, detract, reduce, change, replace, vary, derive or improve, and **Modification** and **Modified** shall be construed accordingly;

New Version means any new version of the Software containing enhanced, upgraded or additional functionality or performance, developed by or on behalf of the Supplier or the relevant third party from time to time (identified by reference to variations in version numbers e.g. v.1, v.2 etc.);

Order Summary Sheet means the order summary sheet containing the details of an order;

Personal Data means (i) any and all personal data in respect of which Barclays is a data controller and which will be processed by the Supplier in connection with this Agreement where **personal data**, **process** and **data controller** have the meanings given to them by the Data Protection Legislation, (ii) any and all Non-public Personal Information (as such term is defined in the Gramm-Leach-Bliley Act) that is accessed or processed by Supplier or Supplier Personnel in connection with this Agreement, and (iii) any and all other Barclays Group information (including all information pertaining to Barclays Group customers and customer accounts) that could be used to uniquely identify an individual, or is associated with an individual, and that is accessed or processed by Supplier or Supplier Personnel in connection with this Agreement;

Purchase Order means the purchase order (including the Order Summary Sheet and other documents referenced therein) detailing, among other things, the specification of the Goods, Deliverables, Services and/or Software to be provided by the Supplier to Barclays and which refers therein to these terms and conditions;

Receiving Party means that party to whom the Confidential Information of the other party may be learned, developed or otherwise acquired pursuant to or in connection with this Agreement;

Regulator means any regulator, regulatory body or supervisory authority in any country with jurisdiction over any Barclays Group entity and/or Supplier or any Supplier Affiliate, or whose consent, approval or authority is required so that such entity (or entities) can lawfully carry on any part of its business;

Relevant Law means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, including any jurisdiction from which the Services are provided or in which any Services are received (or both), which relate to the performance of this Agreement;

Services means the performance of the services described in the Purchase Order;

Software means the software identified in the Purchase Order, the Intellectual Property Rights in which are owned by the Supplier or a third party licensor and licensed to Barclays (and each member of the Barclays Group) pursuant to the License (including all Modifications thereto made pursuant to this Agreement, all New Versions and Upgrades);

Software Warranty Period means the period of 12 months from the date of the delivery of the Software to Barclays or, Acceptance by Barclays, whichever is the later;

Source Code means program source code, specifications and all other materials and documents necessary to enable a reasonably skilled programmer to use, understand, reproduce, maintain, modify and enhance the software without reference to any other person or documentation whether in eye-readable or machine readable form and without the need for any external modification;

Supplier Group means the Supplier and each Affiliate of the Supplier for the time being;

Supplier Materials means all software technology, documents, intellectual property and/or other material (i) created by or for Supplier or (ii) owned by a third party entity (other than a Barclays Group member), in each case prior to or independent of this Agreement, and that are (a) provided to or made available to Barclays or its Affiliates by or on behalf of Supplier, or (b) incorporated into, combined with, or required for the use, operation, or exploitation of any Deliverables, Material, or Services;

Supplier Personnel means all employees, officers, contractors, consultants, agency staff and other individuals employed or engaged by or on behalf of the Supplier or any of its subcontractors;

Term means the period commencing on the Effective Date and continuing until termination of this Agreement;

Upgrade means in relation to the Software, (i) patches and bug fixes correcting previously reported Defects; (ii) updates necessitated by changes in the law; and (iii) variations necessitated by changes in the system software that runs on any hardware (if applicable);

Use means to install, execute, access, provide remote access to, load, store, copy, Modify, display, transmit, run, and combine with other programs and/or materials (including interfaces, add-ons and plug-ins) (in each case including for testing and back-up purposes) and any other use whatsoever provided such use is not expressly prohibited under this Agreement; and

Visual Identity Guidelines means the branding guidelines of Barclays as amended from time to time, and accessible via the website www.barclaysgroupbrands.com, the current version of which has been reviewed by the Supplier.

1.2 In this Agreement, unless otherwise stated or unless the context otherwise requires) the words other, includes, including, for example and in particular do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

- 1.3 In the event and to the extent of any inconsistency, the terms in Appendix A, B and C will prevail over clauses 2 to 15 of this Agreement.
- 2 Commencement**
This Agreement shall commence on the Effective Date and shall apply to the supply of the relevant Goods, Deliverables, Services and/or Software.
- 3 Application of Terms**
3.1 Without prejudice to the generality of clause 15 (General), these terms and conditions shall apply to the Agreement to the exclusion of any other terms and conditions contained or referred to in any acknowledgement or acceptance of order, specification, letter, invoice or other communication sent by the Supplier to Barclays.
3.2 If the Purchase Order provides for the:
(a) provision of Goods to Barclays, the additional terms set out in Appendix A shall apply;
(b) provision of Services to Barclays, the additional terms set out in Appendix B shall apply; and/or
(c) licensing of Software to Barclays, the additional terms set out in Appendix C shall apply.
- 4 General obligations**
4.1 The Supplier shall ensure that:
(a) it has procedures and systems in place to manage the continued performance of its obligations under this Agreement in an emergency as reasonable and appropriate given the nature of the Supplier's obligations under this Agreement;
(b) it takes all reasonable precautions to (i) safeguard, protect and prevent the loss of any Barclays assets provided to it by Barclays and (ii) prevent any unauthorised access to Barclays Premises;
(c) it has IT and logical access management procedures and systems in place to store, process, safeguard, protect and prevent the loss of Barclays' data in accordance with Good Industry Practice and as reasonable and appropriate given the nature of the Supplier's obligations under this Agreement;
(d) it has procedures and systems in place to manage record retention and management in accordance with Good Industry Practice and as reasonable and appropriate given the nature of the Supplier's obligations under this Agreement; and
(e) apply the procedures and systems as confirmed in the most recently completed Barclays Supplier Assurance Questionnaire by the Supplier where applicable.
- 5 Charges, Invoicing and Payment**
5.1 Barclays shall pay to the Supplier the Charges, within forty five (45) days or within any other such time period as stated on the Purchase Order, after the date on which Barclays receives a correct and error-free invoice. In the event of any conflicts, the time period stated on the Purchase Order will prevail.
5.2 Barclays will pay all sales, use, property, ad valorem, value added or similar taxes imposed as a result of the Goods, Services and/or Software to the extent noted in the relevant invoice, except for any corporate business taxes, franchise taxes, taxes based on Supplier's income and/or gross profits, withholding taxes and/or personnel-related taxes.
5.3 The Supplier shall, where requested by Barclays, comply with Barclays' invoicing requirements (electronic or otherwise) including entering into agreements, and complying with the invoicing processes, or any third party nominated by Barclays for the purposes of receiving or processing invoices.
- 6 Supplier Personnel**
6.1 The Supplier shall be and shall remain fully responsible for the acts, omissions and management of all Supplier Personnel.
6.2 Without limiting the obligations set forth in Section 14 (United States Conditions and Requirements), Supplier shall ensure that all Supplier Personnel who perform any obligations in connection with this Agreement have passed an identity check, are eligible to perform any obligation or work in this Agreement, would be otherwise suitable in accordance with Good Industry Practice and has no matches against approved sanctions database checks. The Supplier shall not assign any Supplier Personnel to any obligations, work or services relating to this Agreement without Barclays' prior written consent if the Supplier has not complied with this clause.
- 6.3 Barclays reserves the right to refuse to admit to, or remove from, any Barclays Premises any Supplier Personnel (a) whose admission or presence would, in Barclays' opinion, be undesirable or who represents a threat to confidentiality or security; or (b) whose presence would be in breach of any rules and regulations governing Barclays' own staff. The exclusion of any such individual from such Barclays Premises shall not relieve the Supplier from the performance of its obligations under this Agreement.
- 6.4 Upon the expiration or termination of the assignment of any Supplier Personnel to any obligations under or pursuant to this Agreement or the re-assignment of Supplier Personnel to other tasks or roles, the provisions of clause 12.5 will apply.
- 7 Warranties**
7.1 The Supplier warrants and represents as of the Effective Date and on an on-going basis that:
(a) it has full power and authority to enter into this Agreement, perform all of its obligations hereunder, and to grant the rights and licenses granted by the Supplier under this Agreement;
(b) it will perform its obligations under this Agreement with all due skill, care and diligence and in accordance with Good Industry Practice;
(c) the Services will be performed in accordance with, and the Deliverables, Goods, Material, and Software will comply with, all Relevant Laws, and may be used as permitted hereunder without violating any Relevant Laws or rights of any third parties (including rights of privacy or publicity);
(d) its replies in the completed Barclays Supplier Assurance Questionnaire are accurate; and
(e) the performance of its obligations under this Agreement and Barclays' receipt and use of the Services, any Intellectual Property Rights provided or made available, any Confidential Information disclosed to it by the Supplier, any of the Goods or Deliverables and the exercise of any rights granted under any licenses granted by the Supplier to Barclays will not infringe upon any Intellectual Property Rights (or moral rights) of any third party.
- 8 Intellectual Property Rights**
8.1 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in and belong exclusively to that Party. Nothing in this Agreement shall be taken to be a transfer or assignment of or an agreement to transfer or assign any of Barclays' Intellectual Property Rights to the Supplier.
8.2 The Supplier shall not be entitled to use any of Barclays' Intellectual Property Rights other than as set out in this Agreement and shall not permit any third party to use such rights without the express written consent of Barclays, in its absolute discretion, and always in accordance with Clause 15.5.
8.3 Barclays grants to the Supplier, during the Term of this Agreement only, a non-exclusive, royalty free, non-transferable, non-sub licensable and revocable license to use the Barclays' Intellectual Property Rights in any Materials provided by Barclays to the Supplier, to the extent that such use of those Intellectual Property Rights is required for the purpose of performing its obligations under this Agreement. Barclays shall be entitled to

revoke the license granted under this Clause and to immediately terminate this Agreement if, in Barclays' sole opinion, the Supplier commits a material breach of the Visual Identity Guidelines or uses Barclays' Intellectual Property Rights in a manner, form or medium not expressly approved and permitted in writing by Barclays.

- 8.4 In addition to the rights and licenses granted by Supplier in Appendix A, B, and C hereof, Supplier grants to Barclays a non-exclusive, royalty free, non-transferable and fully sub licensable (in accordance with Clause 15.5) license to use the Supplier's Intellectual Property Rights to the extent that such use is required for the purpose of performing its obligations under this Agreement. The Supplier has the right to terminate this license if Barclays commits a material breach of this Clause.
- 8.5 The Supplier warrants and undertakes that, both now and throughout the term of this Agreement, it has or shall procure all rights, permissions and consents necessary to legally produce and/or provide any Goods, Services, Software or Deliverables under this Agreement, where required to do so.
- 8.6 The Supplier shall at all times whether during or after termination or expiration of this Agreement defend, indemnify and keep indemnified and hold harmless the Indemnified Parties against all losses suffered by, incurred by or awarded against the Indemnified Parties or which are agreed by any Indemnified Parties to be paid by way of settlement or compromise, arising out of or in relation to:
- (a) any actual or alleged infringement, misappropriation, or unlawful use or disclosure of any Intellectual Property Rights of any third party as a result of a Barclays Group member's receipt of the Services or its use, possession or exploitation of any Goods, Deliverables, Software, Documentation or Intellectual Property Rights provided or otherwise made available to Barclays Group member(s) by the Supplier; and/or
 - (b) any negligent or wilful act or omission of the Supplier, its employees, agents or contractors in supplying, delivering or installing the Goods, Deliverables, Software or Documentation,
- whether or not such losses were foreseeable at the Effective Date.

9 Confidentiality

The Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential in perpetuity and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement. The foregoing shall not apply to the extent that (a) the Receiving Party needs to have or disclose (or have and disclose) Confidential Information of the Disclosing Party to any Affiliate, subcontractor, agent or employee of the Receiving Party in order to fulfil its obligations, exercise its rights under this Agreement or to receive the benefit of the Services; or (b) any Supplier Confidential Information is embodied in or otherwise incorporated into any Goods, Software or Deliverables.

10 Data Protection

- 10.1 The Supplier shall comply with all Data Protection Legislation including (where applicable) by maintaining any valid and up-to-date registration or notification required under the Data Protection Legislation.
- 10.2 The Supplier shall only process Personal Data:
- (a) for the purpose of providing Goods, Deliverables and/ or Services to Barclays; or
 - (b) as otherwise expressly authorized by Barclays in writing.

- 10.3 The Supplier shall not process, transfer or permit access to the Personal Data outside the United States of America without the prior written consent of Barclays and in compliance with all Data Protection Legislation. Supplier shall not use, process, or store any Non-Public Personal Information (as such term is defined in the Gramm-Leach Bliley Act) at any location that is not expressly approved in writing by Barclays as an approved site. Supplier acknowledges that applicable Barclays Group entities are subject to the Gramm-Leach-Bliley Act, pursuant to which such entities are required to obtain undertakings from the Supplier respecting the use and protection of information of customers and prospective customers. Supplier acknowledges and agrees that the provisions set forth in this Clause 10 are the undertaking required by the Gramm-Leach Bliley Act.
- 10.4 The Supplier shall implement appropriate technical, administrative, physical and organizational measures to protect Personal Data against unlawful or unauthorized processing or access, and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data. Such measures shall be appropriate to the harm that might result and the nature of the Personal Data to be protected and shall include encrypting all Personal Data stored or processed on all digital or electronic portable storage devices and take into account any specific requirements imposed by Data Protection Legislation.
- 10.5 The Supplier shall promptly notify Barclays if:
- (a) the data subject of any Personal Data makes a written request to have access to Personal Data or any complaint or request relating to Barclays' obligations under Data Protection Legislation; or
 - (b) it becomes aware of any loss, damage, destruction, or unauthorised Processing or accidental disclosure of Personal Data or any other breach of the Data Protection Legislation. The Supplier shall provide full cooperation and assistance to Barclays, at Supplier's expense, in relation to any such request, complaint, data breach incident or non-compliance with the Data Protection Legislation.
- 10.6 The Supplier shall not subcontract the processing of any Personal Data on to any third party except to the extent Barclays provides prior written consent, and the Supplier procures compliance by such third party with the Data Protection Legislation and with the terms of this Agreement. Notwithstanding such consent, the Supplier shall at all times remain liable for the acts or omissions of its subcontractors as though they were the Supplier's own acts or omissions.
- 10.7 Supplier shall not process any Personal Data that constitutes Personal Data within the scope of any European Data Protection Legislation ("EU Personal Data") outside of the European Economic Area ("EEA") or a country not deemed to provide an adequate level of protection for personal data by any Regulator without the prior written consent of Barclays. It shall be a condition of any consent given by Barclays to Supplier to transfer or process EU Personal Data outside the EEA or a country not deemed to provide an adequate level of protection for personal data by any Regulator that the Supplier shall (a) enter into a Data Transfer Agreement; and/or (b) be certified under the US – EU Safe Harbor Privacy Principles (including any amendments or re-enactments thereto) (the "Safe Harbor") for transfers to the United States of America; and comply with any reasonable instructions notified to it by Barclays (including any specific instructions required to achieve compliance with Data Protection Legislation). Without prejudice to any other obligation that may apply, Supplier shall not transfer or process EU Personal Data outside the EEA or a country not deemed to provide an adequate level of protection for personal data by any Regulator without first obtaining at its own cost any necessary authorizations and approvals from the

- relevant Regulator for such transfer or processing. If Supplier is certified pursuant to the Safe Harbor, Supplier warrants that the EU Personal Data transferred to it pursuant hereto is fully and directly covered by its Safe Harbor certification and that it shall maintain its certification and provide evidence of such to Barclays on an annual basis. If the Supplier (i) is at any time not in compliance with the Safe Harbor, (ii) fails to reaffirm its certification; (iii) amends its certification to no longer cover the EU Personal Data transferred hereunder; or (iv) has its status changed to "not current", Supplier shall immediately notify Barclays, enter into a Data Transfer Agreement and obtain such related regulatory approvals as are required.
- 10.8 The Supplier agrees to defend, indemnify and keep indemnified and hold harmless the Indemnified Parties against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect, or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any action in relation to a breach by the Supplier of this clause 10.
- 11 Liability**
- 11.1 Neither party limits or excludes its liability (a) in respect of any deceit, theft, gross negligence, willful misconduct, fraud or fraudulent misrepresentation by it or its employees, and in the case of Supplier, by Supplier Personnel; (b) for death or personal injury caused by its negligence; (c) under clauses 8, 19, 21, 22, and 27 (Intellectual Property Rights; Title; License); (d) breach of clause 9 (Confidentiality); (e) breach of clause 10 (Data Protection); or (f) to the extent such limitation or exclusion is not permitted by law.
- 11.2 Subject to clause 11.1, the maximum aggregate liability of each party to the other shall in respect of each default be limited to 150% of the Charges paid or payable under this Agreement.
- 11.3 Subject to clause 11.1, neither party will be liable to the other party for any indirect, special, punitive, exemplary or consequential loss or damage including any indirect loss of business or profits, arising out of or in connection with this Agreement, in each case whether arising from tort (including negligence), breach of contract or otherwise.
- 12 Termination**
- 12.1 This Agreement may be terminated for convenience by Barclays at any time by giving to the Supplier not less than 14 days' prior written notice.
- 12.2 The following events shall allow Barclays to terminate this Agreement, in whole or in part, with immediate effect on giving written notice to the Supplier: (a) material breach by the Supplier of this Agreement (being a single event or a series of events which are together a material breach) which is either not capable of being remedied, or, if the breach is capable of being remedied, the Supplier fails to remedy such breach within 30 days of receiving written notice requiring it to do so; or (b) the Supplier is affected by an Insolvency Event.
- 12.3 Any termination or expiration of this Agreement shall not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination or expiration, including provisions relating to intellectual property rights, warranties, data protection, confidentiality, indemnities, and limitations of liability. In the event of any termination of this Agreement, a refund of any pre-paid fees shall be paid promptly to Barclays by the Supplier.
- 12.4 Within 30 days of expiration or termination of this Agreement, the Supplier will return or destroy all Confidential Information of the Barclays Group and any copies thereof, unless legislation or regulation prevents it doing so, in which case the Supplier undertakes that it will no longer process such Confidential Information and will comply with the provisions of clause 9 (Confidentiality) in relation to such Confidential Information such that the Personal Data remains confidential.
- 12.5 On expiration or termination of this Agreement for whatever reason, upon Barclays' request at any time or as specified elsewhere in this Agreement, the Supplier shall, and shall procure that the Supplier Personnel shall:
- immediately, or as otherwise advised in writing by Barclays, deliver up to Barclays, or any third party nominated in writing by Barclays, all property belonging to any Barclays Group entities (including any IT equipment, any access credentials such as cards, keys or electronic fobs to Barclays Premises, mobile phones, Confidential Information and Barclays data) which may be in the possession of, or under the control of, the Supplier or any of the Supplier Personnel (or both of them); and
 - ensure that all IT access provided by or on behalf of Barclays to Barclays Group systems is fully and properly withdrawn (including changing any passwords or log-ins) from all Supplier Personnel and that email accounts used by the Supplier Personnel are immediately terminated. If any such property is in electronic form the Supplier shall provide Barclays with unencrypted copies of the same on magnetic media or, at Barclays' option, via email if such information is capable of transmission by e-mail, and shall irretrievably destroy and delete copies so held.
- 12.6 On the earlier of expiration or termination of this Agreement or the completion of the Services for any reason whatsoever, (but without prejudice to the Supplier's obligations under this Agreement), any property of the Supplier shall be removed from the relevant Barclays Premises within five days after the expiration or termination of this Agreement or completion of the Services and the Supplier shall be liable for any storage charges and all risk, including loss, damage and theft of such property from termination or expiration of the Agreement until the removal of the property of from the relevant Barclays Premises by the Supplier or the Supplier Personnel.
- 12.7 Upon request by Barclays, the Supplier shall confirm in writing to Barclays that it has complied fully with the provisions of clauses 12.5 and 12.6 above.
- 12.8 This clause 12 shall survive the termination or expiry of this Agreement.
- 13 Anti-Bribery**
- 13.1 The Supplier must not violate any Applicable Anti-Bribery Law.
- 13.2 The Supplier has and must at all times implement adequate procedures designed to prevent it or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.
- 13.3 The Supplier represents that, in connection with this Agreement, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the Barclays Group or any third party) by or on behalf of the Supplier or its Associated Persons.
- 13.4 Breach of any of the provisions in this clause or of any Applicable Anti-Bribery Law is a material breach of this Agreement and, without prejudice to any other right, relief or remedy, entitles Barclays to terminate this Agreement immediately.
- 13.5 The Supplier must promptly report to Barclays in writing upon becoming aware that it or any of its Associated Persons relevant to this Agreement (or to any agreement with the Barclays Group):
- have committed an actual or suspected breach of this clause or of any Applicable Anti-Bribery Law;

- (b) are proposed for debarment or suspension from, or are ineligible for participation in, any government procurement programs or contracts;
 - (c) are the subject of any actual or threatened police, judicial or regulatory investigation or proceedings in relation to any suspected breach of any Applicable Anti-Bribery Law; or
 - (d) have received any request or demand for any undue financial or other advantage in connection with the performance of this Agreement.
- 13.6 The Supplier must keep detailed up to date books, accounts, and records that accurately reflect its transactions relating to this Agreement, and the steps taken by it to comply with Applicable Anti-Bribery Law from the date of this Agreement, and such books, accounts and records shall be retained for a period of not less than six years after their creation;
- 13.7 The Supplier must from time to time, at the reasonable request of Barclays:
- (a) confirm in writing that it has complied with its obligations under this clause and must provide any information reasonably requested by Barclays in support of such compliance; and
 - (b) permit Barclays to have such access to its books, accounts, and records (and to take such copies thereof) as reasonably necessary in order to verify compliance with this clause, and to meet with those of its Associated Persons as are relevant to this Agreement to audit such compliance, for up to three years after termination or expiration of this Agreement.
- 13.8 The Supplier must give reasonable assistance and cooperation to Barclays in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption, whether during the term of this Agreement or up to three years after its termination.
- 13.9 The Supplier represents that the responses it provided to Barclays due diligence enquiries remain true, accurate and complete.

14 United States Conditions and Requirements

14.1 **Immigration and Fingerprinting Requirements:** The terms set forth below shall apply with respect to any Services to be performed in the United States of America:

- (a) For Supplier Personnel working on-site at any location operated by or under the control of any Barclays Group entity or who have access to any portion of the Services, on Barclays' request, Supplier will promptly require any Supplier Personnel to provide Barclays with fingerprint specimens and/or a completed background and security questionnaire on a form provided by Barclays, which any Barclays Group entity may use to conduct its own criminal record and other checks. Notwithstanding anything to the contrary in a Purchase Order, Barclays may terminate the applicable Agreement or, on Barclays' request, Supplier shall immediately terminate the assignment of the applicable Supplier Personnel, if: (a) any such Supplier Personnel do not promptly provide fingerprint specimens or complete information as requested in such questionnaire; or (b) in Barclays' sole judgment, the background investigation results are unsatisfactory (including where information is inaccurate or cannot be verified to Barclays' satisfaction). Barclays has no obligation to disclose to any Supplier Entity or Supplier Personnel any reasons for its determination in this regard, or share any information obtained

through its background investigation, except to the extent required by Relevant Law.

- (b) Supplier warrants, represents and covenants on an ongoing basis to Barclays as follows, including for each Purchase Order as at the relevant Effective Date: (i) it maintains and effectively administers comprehensive policies and procedures to comply with Form I-9, Employment Eligibility Verification for Supplier Personnel providing Services; (ii) Supplier Personnel providing Services for any Barclays Group entity at any Barclays Group entity's offices in the United States (A) are providing such Services in compliance with the Immigration and Nationality Act of 1952, as amended, including without limitation, IRCA, the L-1 (Intracompany Transferee) Reform Act of 2004, and the H-1B Visa Reform Act of 2004, all applicable regulations and requirements of United States Department of Homeland Security, United States Department of Labor, and United States Department of State, and any other immigration-related Law; and (B) do not, or will not, hold B-1 or B-2 nonimmigrant status or participate in the United States Visa Waiver Program in connection with the provision of such Services; (iii) it shall provide Barclays with Labor Condition Application Posting Notices for Supplier Personnel working in H-1B and E-3 nonimmigrant visa classification for Supplier at any Barclays Group entity's offices in the United States and shall further comply with the following procedures in connection with providing such notices: (X) prior to filing a Labor Condition Application with the Department of Labor, Supplier shall email a .pdf copy of its Labor Condition Application posting notice to: BarclaysLCAPosting@barclays.com; (Y) Barclays shall use its best efforts to post the notice within one business day of receipt and will email Supplier to confirm when the notice is posted and forward the completed notice after it has been removed; and (Z) Supplier is responsible for maintaining posting notices in its Public Access Files. Supplier shall immediately notify Barclays in writing if there has been a violation of provision (ii) or (iii) of this section. Upon request, Supplier will promptly provide Barclays with written evidence of United States work authorization for any of Supplier Personnel.

14.2 **365(n) Bankruptcy Language.** The following section only applies to any Agreement with a Supplier that is eligible to file a petition for relief under the US Bankruptcy Code: All licenses granted under or pursuant to any Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the US Bankruptcy Code (as defined below), licenses of rights to "intellectual property" as defined in Section 101 of the US Bankruptcy Code. The Parties acknowledge and agree that: (a) each Barclays Group entity shall be entitled to fully exercise all of its rights and elections under the US Bankruptcy Code with respect to any such licenses, and (b) each part of any Agreement or Purchase Order pursuant to which any such licenses are granted shall be deemed to be an agreement

supplementary to such license for the purposes of Section 365(n) of the US Bankruptcy Code.

14.3 **United States Federal Contractor Requirements.** The following provision applies to any Agreement entered into by or under which Services or hardware or software are provided to any Barclays Group entity that is a United States federal contractor: To the extent applicable, the equal employment opportunity and affirmative action requirements set forth in 41 C.F.R. Part 60-1.4(a) (women and minorities), 41 C.F.R. Part 60-250.5(a) (covered veterans) and 41 C.F.R. Part 60-741.5(a) (individuals with disabilities), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into these Purchase Order Terms and Conditions.

14.4 **United States Export Laws Compliance.** The following provision applies to any Agreement under which Supplier delivers any hardware, software, Services, Goods or Deliverables (a) that any Barclays Group entity uses in the United States or (b) of United States origin (or that include United States origin content): Supplier represents and warrants that: (i) no hardware, software, Services, Goods or Deliverables delivered to any Barclays Group entity are "defense articles" or "defense services" as defined in the International Traffic in Arms Regulations, 22 C.F.R. Parts 120-130 and (ii) as of the date any hardware, software, Service, Goods or Deliverable is delivered to any Barclays Group entity, except as expressly stated otherwise in the applicable Purchase Order, such hardware, software, Service, Good or Deliverable is freely exportable from the United States (either without a license or pursuant to a license exception under the Export Administration Regulations ("EAR")) without restriction (x) to any end users except US Embargoed Countries, nationals of such countries, and persons appearing on the U.S. Restricted Persons List, and (y) for any use except end uses prohibited by the EAR. If any hardware, software or other technology (including technical data, technical assistance or training) provided to any Barclays Group entity under any Agreement, or any part thereof, incorporates encryption, Supplier will, coincident with delivery, provide Barclays with a written self-classification assessment under EAR Section 740.17 or 742.15 and/or a Commodity Classification Automated Tracking System number ("CCATS") determination, each stating the Export Control Classification Number ("ECCN") applicable to the item. On Barclays' request, Supplier will promptly provide Barclays any other information required to comply with applicable Relevant Laws relating to import and export, including import classification (such as the Harmonized Tariff Schedule) and country of origin of any Product, Service or Deliverable. "US Embargoed Countries" means countries that are subject to a comprehensive embargo under the Export Administration Regulations or the Office of Foreign Assets Control ("OFAC") regulations (as of December 2012, Cuba, Iran, Sudan, Syria, and North Korea). "US Restricted Persons List" means OFAC's list of Specially Designated Nationals and Blocked Persons, the Denied Persons list under the EAR and the Entity list under the EAR

15 General

- 15.1 **Audit:** The Supplier shall grant to Barclays, its auditors and regulators the right to (a) access any premises used by the Supplier to provide the Services or from where the Services are managed or administered, (b) interview any Supplier Personnel, and (c) copy any relevant record in order to audit the Supplier's compliance with this Agreement.
- 15.2 **Amendment and Variation:** No variation to this Agreement shall be valid unless it is in writing, expressed to amend this Agreement and signed by each of the parties to it.
- 15.3 **No partnership or agency:** Nothing in this Agreement shall be deemed to constitute a partnership between the parties, nor the appointment of either party as the agent of the other party for any purpose.
- 15.4 **Third Party Rights:** Barclays' Affiliates and the Indemnified Parties are intended third party beneficiaries of this Agreement. Except as set forth in the preceding sentence, nothing in this Agreement is intended to, nor shall create any right enforceable by any third party or person not a party to this Agreement. The consent of any third party beneficiary (including of the relevant Barclays Affiliates or Indemnified Parties) is not required for the amendment, variation or termination of this Agreement.
- 15.5 **Assignment and Subcontracting:** The Supplier shall not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Agreement without Barclays prior written consent. Barclays shall have the right to assign, delegate or novate any or all of its rights and obligations under this Agreement in whole or in part to (a) any of its Affiliates, (b) to the successor(s) to the whole or a part of Barclays' business, or (c) any service provider(s) contracted by a Barclays Group member to perform data processing, facilities management or other services on any Barclays Group member's behalf, in each case on written notice to the Supplier. All references in this Agreement to Barclays shall be construed as including any Affiliate or successor to which such rights or obligations (or both, as applicable) are assigned, delegated or novated.
- 15.6 **Notices:** All notices and consents to be given to a party under this Agreement shall be in writing in English and will be effective when delivered (a) personally (at the time of delivery), by commercial expedited delivery service (at 10:00 a.m. local time on the second Business Day after it was put into the post) or a postal method that provides the sender evidence of receipt (on evidence of receipt), and (b) to the address(es) set forth in the Purchase Order.
- 15.7 **Cumulative Rights:** Except as expressly stated in this Agreement the rights of each party under this Agreement are cumulative and not exclusive of rights or remedies provided by law except to the extent that such rights are inconsistent with those rights as expressly set out in this Agreement.
- 15.8 **Further Assurance:** Each party shall, and the Supplier shall ensure that the Supplier Personnel and any its subcontractors shall, at the request and cost and expense of the other party, sign all documents and do all other acts, which may be necessary to give full effect to this Agreement.
- 15.9 **Whole Agreement:** This Agreement (together with all other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other party before the Effective Date. Each party waives all rights and remedies which, but for this clause 15.9

- might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- 15.10 **Governing Law and Jurisdiction:** This Agreement and all disputes, claims, controversies, disagreements, actions and proceedings arising out of or in connection with this agreement (each, a "**Proceeding**"), including the determination of the scope or validity of this provision, shall be governed by and will be interpreted in accordance with the laws of the State of New York without giving any effect to any contrary choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Each party hereby irrevocably and unconditionally (a) submits to the exclusive jurisdiction of the appropriate federal or state court located in the State of New York, New York County, and any appellate court from any thereof, for any Proceeding; (b) agrees that all claims in respect of any Proceeding shall be heard and determined in such court; (c) waives (i) any objection that it may now or hereafter have to the laying of venue; (ii) the defense of an inconvenient forum; and (iii) any right to trial by jury.

APPENDIX A – Provision of Goods

16 Quality and Description

- 16.1 Without prejudice to any other rights and remedies Barclays may have, the Supplier warrants and represents to Barclays that the Goods will:
- (a) conform as to quantity, quality and description with the particulars stated in the Purchase Order;
 - (b) (without prejudice to clause 16.1(a) above) be free from defects, be of merchantable quality and be fit for the purpose held out by the Supplier or made known to it either expressly or by implication by Barclays;
 - (c) be equal to and comply with in all respects with any samples or patterns provided by either party and accepted by the other; and
 - (d) comply with all Relevant Laws relating to the manufacture and sale of the Goods at the time when the same are supplied.

17 Inspection, Testing and Samples

- 17.1 If so required by Barclays, the Supplier shall submit samples of the Goods for Barclays' approval before the Goods are delivered.
- 17.2 Barclays shall be entitled at any time during the manufacture, processing and storage prior to delivery (or any of them) of the Goods to inspect and test the Goods. The Supplier shall at its own cost provide or shall procure the provision of such facilities as may be reasonably required by Barclays for such purpose.
- 17.3 If as a result of any inspection or test carried out pursuant to clause 17.2, Barclays is of the reasonable opinion that the Goods do not comply with this Agreement or are unlikely on completion of manufacture or processing to so comply, Barclays may inform the Supplier accordingly and the Supplier shall take such steps as may be necessary to ensure such compliance.
- 17.4 Notwithstanding any testing or inspection carried out pursuant to this clause the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under this Agreement.

18 Delivery

- 18.1 The Goods shall be delivered to the Barclays Premises described in the Purchase Order (or to such other destination as may be specified by Barclays) on the date or within the period stated on the Purchase Order and in either case during the normal business hours of Barclays.

- 18.2 The Supplier shall provide to Barclays in good time any instructions or other information required to enable Barclays to accept delivery of the Goods.
- 18.3 The Goods shall be properly packed and secured in such a manner as to reach their destination in a good condition having regard to the nature of the Goods and the other circumstances of the case. The Supplier shall off-load the Goods at its own risk as directed by Barclays.
- 18.4 Barclays shall have no obligation to pay for or return packing cases, skids, drums or other articles used for packing the Goods whether or not re-usable.
- 18.5 The time of delivery of the Goods shall be of the essence of the Agreement.
- 18.6 All Goods should be accompanied by a detailed advice note stating the Purchase Order number and giving full particulars of the Goods supplied.
- 18.7 If the Goods are to be delivered by installments the Agreement shall be treated as a single Agreement and not severable.
- 18.8 If the Goods are delivered to Barclays in excess of the quantities set out in the Purchase Order, Barclays shall not be bound to pay for the excess and any excess shall be and remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 18.9 Upon delivery of the Goods to Barclays, Barclays shall (within 15 Business Days after the delivery of the relevant Goods) either reject or accept the Goods, such acceptance not to be unreasonably withheld or delayed. Barclays shall not be deemed to have accepted the Goods until it has had 15 Business Days after delivery of the relevant Goods to inspect the relevant Goods. Barclays shall also have the right to reject goods as though they had not been accepted for 15 Business Days after any latent defect in the Goods has become apparent.
- 18.10 Without prejudice to any other right or remedy Barclays may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with, any of the terms of this Agreement, Barclays shall be entitled to avail itself of any one or more of the following remedies at its discretion:
- (a) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid promptly to Barclays by the Supplier;
 - (b) to give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
 - (c) to claim such damages as may have been as a result of or in connection with the Supplier's breach or breaches of the Agreement; or
 - (d) to terminate this Agreement in whole or in part immediately upon giving written notice to the Supplier, and in the event of any such termination, a full or pro-rata refund shall be paid promptly Barclays by the Supplier.

19 Title and Risk

- 19.1 Title and risk in the Goods shall pass to Barclays upon the delivery of such Goods to Barclays, free from any third party rights or interests (including liens, charges and options), unless payment for the Goods is made prior to delivery in accordance with this Agreement, in which case title to the Goods shall pass to Barclays once payment has been made for the Goods by Barclays.
- 19.2 The Supplier shall, at its sole expense until delivery of the Goods in accordance with this Agreement, insure the Goods against all risks to their full replacement value.

20 Warranty

20.1 Without limiting any other rights and remedies of Barclays, the Supplier shall promptly upon request by Barclays replace or (at Barclays' option) repair all Goods which are or become defective during the period of 12 months from the date of delivery, where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, the Supplier's erroneous instructions as to use or any breach by the Supplier of any provision of this Agreement. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.

APPENDIX B – Provision of Services

21 Vesting of ownership of Deliverables

21.1 Except for Supplier Materials (if any), the Supplier, on behalf of itself and the Supplier Personnel, acknowledges and agrees that Barclays shall own all right, title and interest in the Deliverables, both as individual items and/or as a combination of components and whether or not the Agreement and/or Services are completed. Supplier shall provide a written description of all Supplier Materials upon request of Barclays.

21.2 To the extent that ownership of any Deliverable does not by operation of law vest in Barclays, Supplier hereby irrevocably and absolutely assigns, transfers and conveys (and shall cause all relevant Supplier Personnel to so assign, transfer and convey) to Barclays (or, at Barclays' request, to any other Barclays Entity designated in writing by an authorised representative of Barclays to receive such rights and interests), all right, title, interest, including all Intellectual Property Rights, in any Deliverable, all of which shall vest in Barclays (or such designee) immediately upon creation of the same, with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any Third Party, together with the right to take action for any past, present and/or future infringement and claim damages and other remedies in respect of any infringement or alleged infringement of such Intellectual Property Rights. The Supplier hereby irrevocably and unconditionally waives and shall procure that all Supplier Personnel irrevocably and unconditionally waive any moral rights in or relating to any Deliverable and shall on request provide Barclays with written evidence of such waiver. The Supplier shall, and shall ensure that all Supplier Personnel shall, give Barclays and any Barclays designee all reasonable assistance and execute all documents and perform all acts that Barclays' counsel deems necessary or advisable to assist or enable Barclays to perfect the assignment of Intellectual Property Rights contemplated under this clause 21 and preserve, register, record, enforce and defend Barclays' (or its designee's) rights in the applicable Deliverable.

21.3 The Supplier shall, immediately upon Barclays' request, or on the termination, cancellation or expiration of this Agreement, turn over to Barclays all Deliverables prepared or developed in connection with this Agreement held by or on behalf of Supplier, together with all copies thereof.

21.4 Barclays grants to the Supplier a royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable licence to use a Deliverable during the Term of this Agreement, solely to the extent necessary to perform the Services for Barclays and its Affiliates.

22 License to Supplier Materials

22.1 Barclays' ownership rights and Supplier's assignment obligations above do not apply to Supplier Materials. Supplier and/or its licensors (as applicable) will retain all Intellectual Property Rights in Supplier Materials.

22.2 If any Supplier Material(s) are incorporated into, combined with, or required for the use, operation or exploitation of any Deliverable, Material or Services, Supplier:

- (a) shall notify Barclays promptly after it is aware of such situation, and
- (b) regardless of whether such notice is provided, hereby grants to each member of the Barclays Group and any contractor under contract to provide services to any member of the Barclays Group (provided that such contractors' use shall be limited solely to providing such services), at no additional charge, a non-exclusive, fully paid up, royalty-free, perpetual, irrevocable, transferable, sublicenseable (through multiple levels of sublicensees), worldwide license to use, execute, copy, display and perform (whether publicly or otherwise), distribute copies of, reproduce, maintain, modify, enhance, and create derivative works of and otherwise make, have made, sell, offer to sell, import and exploit such Supplier Materials (in whole or in part), in any form or media (now known or later developed), without consideration or any obligation to account to Supplier or any third party.

23 Acceptance

23.1 Unless otherwise set forth in the Purchase Order, each Deliverable will be subject to acceptance testing by Barclays and the acceptability of any Deliverable will be based on Barclays' determination that the Deliverable meets the applicable Acceptance Criteria. If any Deliverable does not meet the applicable Acceptance Criteria, Barclays will notify Supplier, specifying its reasons in reasonable detail, and Supplier will, at no additional cost to Barclays, within ten (10) days of notification by Barclays (or such other time period as specified in the Purchase Order) (the "**Acceptance Testing Correction Period**"), conform the Deliverable to the applicable Acceptance Criteria and submit a corrected Deliverable to Barclays for re-performing the Acceptance test.

23.2 If at the end of any Acceptance Testing Correction Period, the applicable Deliverable still does not meet the Acceptance Criteria, Barclays may, at its option and without obligation or liability of any kind: (a) terminate the relevant this Agreement, in whole or in part, and receive a prompt refund of all Charges for the portion of the Agreement so terminated and any Deliverable the utility of which is dependent on such rejected Deliverable, or (b) extend the time for Supplier to correct the affected Deliverable by an amount of time determined in Barclays' sole and absolute discretion. If following any extension granted by Barclays, the Deliverable still does not meet the applicable Acceptance Criteria, Barclays may implement its rights under clause (a) of the preceding sentence.

23.3 When a Deliverable provided to Barclays for review is determined by Barclays to meet the applicable Acceptance Criteria, Barclays will notify Supplier in writing of its Acceptance. Any acceptance by Barclays shall not be deemed to mean that Barclays has varied or waived any rights under the Purchase Order.

24 Correction of Defects

24.1 Without limiting any of Barclays' other rights and/or remedies, if, during the Defect Rectification Period, Barclays brings a Defect in any Deliverable to Supplier's attention, Supplier will take such actions as are required to remedy the Defect as soon as possible and at least within 20 Business Days after it learns of such Defect.

25 Actions on failure to achieve a Milestone

25.1 Supplier shall achieve all Milestones in accordance with the Purchase Order. In respect of any failure to achieve any Milestone and / or Milestone Date, Supplier will:

25.2 mitigate the impact of such failure;

- 25.3 promptly propose an appropriate, written corrective action plan with respect to such failure and, subject to Barclays' approval (which shall not be unreasonably withheld or delayed), proceed diligently to execute such action plan; and
- 25.4 to the extent possible, take appropriate preventive measures so the failures do not recur.

APPENDIX C – Provision of Software

26 Supply of Software and Documentation

- 26.1 The Supplier shall supply the Software and Documentation on the date or within the period stated on the Purchase Order in accordance with the terms and conditions set out in this Agreement.
- 26.2 The Supplier shall deliver a copy of the Documentation to Barclays in legible form and on such media or other format as Barclays may reasonably request, at no additional charge to Barclays.
- 26.3 Each member of the Barclays Group may make as many copies of the Documentation as are reasonably necessary for its business purposes and for the users of the Software.

27 License

- 27.1 The Supplier hereby grants, and shall procure that its Affiliates grant, to Barclays and each other member of the Barclays Group (each a Licensee), a royalty free, worldwide, perpetual, non-exclusive, non-transferable license (with the right to grant sub-licenses) to Use the Software and Documentation:
- (a) in the ordinary course of business of each Licensee;
 - (b) to provide services (including training) to other Licensees; and
 - (c) to allow suppliers (including outsource providers) or any Licensee to Use the Software and Documentation in connection with the provision of goods and/or services to any Licensee.
- 27.2 Except to the extent set out in the Purchase Order, the scope and cost of the License shall not be restricted or limited, or calculated by reference to:
- (a) the number of Licensees;
 - (b) the number of users;
 - (c) the number or volume of transactions;
 - (d) the number of interfaces;
 - (e) the number of employees or the size of turnover of the Licensee;
 - (f) the number or location of suppliers of the Licensee;
 - (g) the equipment on which the Software may be used from time to time including, without limitation, the number, size or specification of CPUs; or
 - (h) the location of equipment on which the Software may be used.
- 27.3 Each Licensee shall have the right to adapt, reverse engineer, decompile, disassemble and Modify the Software in whole or in part:
- (a) as permitted by law;
 - (b) to the extent that such action is legitimately required for the purposes of integrating the operation of such Software with the operation of other software or systems used by any Licensee from time to time; or
 - (c) to the extent necessary for the purpose of back-up and disaster recovery, and for no other purpose.

27.4 Barclays shall be under no obligation to purchase New Versions from the Supplier.

27.5 The provisions of the License shall apply to all New Versions and Upgrades to the Software and related Documentation (as applicable).

- 27.6 If the Supplier removes any features or functionality from the licensed Software and subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then the License will be deemed to include (a) the portion of those new or different products that contain the original features or (b) if those features cannot be separated out, the entire product. If the Supplier stops licensing the licensed Software other than as bundled or otherwise combined with other software, the License will be deemed to include that other software. If the licensed Software is a suite or other combination of software products and the Supplier elects to unbundle or otherwise separately license those products, the License will be deemed to include all of the products containing the functionality originally licensed to Barclays. There will be no additional charges for changes to the scope of the License under this clause.

28 Warranties

- 28.1 The Supplier warrants and represents on an on-going basis that:
- (a) the Software will be free from all viruses and other contaminants including any codes or instruction that may be used to access, modify, delete or damage any data files, or other computer programs used by Barclays (or any other member of the Barclays Group) from time to time, and that for this purpose, the Supplier warrants and represents that it shall use the most comprehensive and up to date virus detection software and methods available prior to the delivery and installation of the Software; and
 - (b) the Documentation is a full and accurate description of the operation, features, functionality and performance of the Software, providing sufficient information to enable users with appropriate training and skills to Use the Software, and is current and up-to-date.

29 Software Warranty Period

- 29.1 The Supplier warrants and represents that the Software will, with effect from delivery and throughout the Software Warranty Period:
- (a) function and operate in accordance with its specification and the Documentation;
 - (b) operate and perform on, and be compatible with the Barclays Equipment and Barclays Network; and
 - (c) be Defect free in all material respects.
- 29.2 Without prejudice to any of Barclays' other rights and remedies under this Agreement, at law or in equity, in the event that Barclays discovers any Defect which prevents, hinders or otherwise affects the use of the Software in accordance with this Agreement and notifies the Supplier of the Defect during the Software Warranty Period, then Barclays may elect to:
- (a) require the Supplier to correct the Defect within fifteen (15) days of notifying the Supplier of such Defect, provided that the Supplier shall not be under any obligation to correct the Defect if it has been caused (i) by any Modification to the Software not performed or otherwise authorised in writing by the Supplier, or (ii) through the incorrect use of the Software in accordance with the Documentation, or (iii) by use of the Software with other software or hardware which is incompatible with the Software and of which the Supplier has previously notified Barclays in writing; or
 - (b) immediately terminate this Agreement, and in the event of such termination, a refund of any pre-paid fees shall be paid promptly to Barclays by the Supplier.
- 29.3 If the Supplier is directed to correct the Defect as above and fails to do so in the required timeframe, Barclays may terminate this Agreement, and in the event of any such termination, a refund of any pre-paid fees shall be paid promptly to Barclays by the Supplier.

30 Escrow

If requested by Barclays at any time during the term of this Agreement, the Supplier shall, as soon as reasonably practicable, place the Source Code for the Supplier Software in escrow with an independent third party escrow provider reasonably acceptable to Barclays, and enter into a escrow agreement with such escrow provider, containing release conditions acceptable to Barclays.