

**NATIONWIDE BUILDING SOCIETY TERMS AND CONDITIONS OF PURCHASE FOR
GOODS AND SERVICES AND STANDARD SOFTWARE**

The Supplier wishes to sell and Nationwide wishes to purchase the Goods and/or Services and/or Standard Software (as hereinafter defined) on the terms set out in this Agreement.

1. Interpretation

“Agreement”	the relevant Order together with these terms and conditions
“Confidential Information”	all information of a confidential or proprietary nature (whether or not marked as “confidential” and including information imparted orally) relating to the business of either party, including, the terms of this Agreement and any associated pricing
“Control”	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and “Controls” and “Controlled” will be construed accordingly
“Data Protection Laws”	all applicable laws relating to data protection, privacy and/or electronic communications in force from time to time including the EU General Data Protection Regulation (2016/679) (GDPR) and any implementing laws in EU member states; the UK GDPR, the UK Data Protection Act 2018 (UK DPA); and the UK Privacy and Electronic Communications (EC Directive) Regulations (as amended), and any amending or replacement legislation from time to time
“Deemed Employment”	an engagement to which Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and/or any other legislation which relates to the taxation of the supply of services using personnel at the point this Order is signed or in the future, applies
“Delivery Address”	has the meaning set out to in the Order
“Delivery Date”	has the meaning set out in paragraph 7
“FCA”	the Financial Conduct Authority or any successor body or bodies
“Force Majeure”	any act, cause, circumstance, omission or incident beyond a Party’s reasonable control that

	cannot be prevented by the taking of steps that could reasonably be expected to be taken (such as appropriate business continuity and disaster recovery procedures, including, in respect of the Supplier, those each Supplier Party is required to comply with under this Agreement) excluding any labour dispute (including but not limited to strikes, industrial action or lockouts) of the Party seeking to rely on this definition, or companies in the same Group as such Party
“Goods”	the goods (if any, including any instalment of the goods or any parts for them) specified in the Order including any Standard Software
“Group”	means together a person and any other person that Controls, is Controlled by or is under common Control with the first person from time to time
“ICO”	the Information Commissioner’s Office or such other supervisory authority as may be responsible for enforcing compliance with the Data Protection Legislation, from time to time
“Input Material”	any material, data or other information provided to the Supplier by Nationwide relating to the Goods and/or the Services
“Intermediary”	means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003
“Nationwide”	Nationwide Building Society (registration number 355B) whose principal place of business is Nationwide House, Pipers Way, Swindon SN38 1NW
“Nationwide Policies”	those Nationwide supplier policies and the Nationwide Third Party Code of Practice as contained on www.nationwide.co.uk/suppliers/policies/ from time to time
“New Provider”	any replacement supplier engaged by Nationwide to provide similar services to the Services including following the expiry or termination of the Agreement
“Order”	Nationwide's purchase order set out overleaf or to which these terms are annexed

“Output Material”	any material, data or other information provided created or developed by the Supplier relating to the Goods and/or the Services
“Personal Data”	will have the meaning given to it in the Data Protection Laws
“PRA”	the Prudential Regulation Authority or any successor body or bodies
“Price”	the charge for the Goods and/or Services and any other costs or expenses properly incurred by the Supplier on Nationwide’s behalf as specified in the Order
“PSC”	an intermediary used in the provision of the Services is a company which is not an associated company of the Supplier and/or Nationwide and where either: (a) the Supplier personnel has a material interest in that intermediary; or (b) where the Supplier directly or indirectly receives (or has rights to receive) payment or benefit from the intermediary which is not employment income directly from the intermediary and which can reasonably be taken to represent remuneration for Services provided by the Supplier personnel to the Supplier and/or Nationwide
“Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, modified, replaced or re-enacted from time to time)
“Services”	the services described in the Order
“Standard Software”	the computer programs (if any) together with any modification provided as part of the Services, the use of which is acquired by Nationwide as set out in the Order
“Supplier”	the individual, partnership, LLP or company to whom an Order is placed
“Use”	mean to install, access, load, store, copy, modify, transmit, sub-licence (to its Group and to the providers of services to them from time to time) and run.
“VAT”	value added tax.

- 1.1 unless the context otherwise requires references to a “party” or to the “parties” will mean Nationwide and/or the Supplier as the context requires and will include a reference to its or their successors and references to a third party will mean any person other than the Parties;
- 1.2 references to any law shall include the same as modified, amended, extended, consolidated, re-enacted and/or replaced from time to time, and references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.3 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.4 If there is any conflict between any of the provisions of this Agreement the conflict shall be resolved in the following order of priority: (i) the Order; (ii) any special conditions agreed in writing between the parties; (iii) the provisions of these terms and conditions; and (iv) any documents referred to in the Order.

2. **Basis of Purchase**

This Agreement constitutes an offer by Nationwide to purchase the Goods and/or acquire the Services subject to its terms. This Agreement shall apply to the exclusion of any other terms and conditions on which any quotation has been given to Nationwide or subject to which the Order is accepted or purported to be accepted by the Supplier (including any terms contained within timesheets submitted to Nationwide for signature). However, in the event that Nationwide and the Supplier have separately agreed alternative terms and conditions in writing (for example a master services agreement), the terms and conditions of such written agreement will take precedence over these terms and conditions. All Orders will be binding on the Supplier. No variations this Agreement shall be binding unless agreed in writing between Nationwide and Supplier. The Supplier is not authorised to perform the Services and/or provide the Goods unless an Order has been given by Nationwide to the Supplier.

3. **Price of the Goods and/or Services**

The Price of the Goods and/or Services shall, unless otherwise stated in the Order, be exclusive of any applicable VAT (which shall be payable by Nationwide subject to receipt of a VAT compliant invoice). The Price shall be quoted in pounds sterling in the Order and the invoice shall also be submitted in pounds sterling (unless otherwise agreed in writing). No increase in the Price may be made without the prior written consent of Nationwide. In respect of the Services, the Supplier shall not be entitled to invoice Nationwide any expenses (including travel costs) unless expressly agreed to in writing by Nationwide before such expenses have been incurred.

4. **Terms of Payment**

- 4.1 The Supplier shall be entitled to invoice Nationwide on or promptly after delivery of the Goods and/or performance of the Services and in any event within six (6) months of delivery of the Goods and/or performance of the Services (unless otherwise agreed by Nationwide).
- 4.2 The Supplier shall submit invoices to Nationwide electronically via its e-invoicing platform in accordance with such instructions as may be notified in writing by Nationwide to the Supplier from time to time. Each invoice shall be raised from within the United Kingdom (unless the parties agree otherwise) and contain: i) the total Price payable; ii) the amount of applicable VAT payable for each Service listed in the invoice (if applicable); and iii) the date of the invoice together with the unique invoice number. Payment will not be made unless the invoice complies with this paragraph 4.2.
- 4.3 Where Goods are being supplied, in addition to the requirements already noted in this paragraph 4, the Supplier shall, where relevant, provide details of the relevant import documents including: (i) the original shipping invoice on the Supplier's letter-head with signature and the Supplier's company stamp (the Supplier acknowledges that Nationwide will not process any invoices for payment unless the invoice letter head name is consistent with that stated on the Order); (ii) the original packing list; (iii) the original commercial invoice; and (iv) the Certificate of Origin which is attested by the local Chamber of Commerce.
- 4.4 Unless otherwise stated in the Order, Nationwide shall pay the Price of the Goods and/or Services and/or Standard Software in cleared funds within forty-five (45) days of the receipt of the Supplier's invoice (the "**Payment Period**") where there is no dispute over such invoice. Any changes to the Supplier's bank details or other details shall be promptly notified to Nationwide via its e-invoicing platform and such changes shall be effective one verified and approved by Nationwide. Where Nationwide notifies the Supplier of any errors in the invoice, the Payment Period shall be suspended, and the Supplier shall re-issue the same so that it is accurate, and the Payment Period shall re-commence upon the date that the new invoice is received by Nationwide. Nationwide shall be entitled to set off against the Price any sums owed to Nationwide by the Supplier.
- 4.5 If either party fails to pay on the due date any undisputed amount which is payable to the other under this Agreement, then that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at three (3) per cent per annum over the Bank of England's base rate from time to time. The parties agree that this paragraph 4.5 is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.6 Any sums payable by the Supplier to Nationwide in relation to the settlement of any liability arising under this Agreement shall be exclusive of VAT.

5. **Inspection and Testing**

The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging and delivery of the Goods. The Supplier shall not unreasonably refuse any request by Nationwide to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide Nationwide with all facilities reasonably required for inspection and testing. If as a result of inspection or testing Nationwide is not satisfied that the Goods will comply in all respects with this Agreement, and Nationwide so informs the Supplier within seven (7) days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

6. **Compliance**

- 6.1 The Supplier shall comply with all applicable regulations, standards, codes of practice, industry standards, industry guidelines, statutes, statutory instruments, orders, directives, treaties, decrees, laws, rules and requirements or other legal requirements concerning the performance of the Services and/or delivery of the Goods.
- 6.2 The Supplier shall comply with all Nationwide Policies.
- 6.3 In respect of any applicable Goods, the Supplier undertakes to perform the role of distributor in accordance with the European Directive on Waste Electrical and Electronic Equipment (the “**Directive**”) in connection with the provision of the Goods as if it were the “**Distributor**” as that role is defined in the Directive. As such, the Supplier shall ensure that any waste in connection with the supply of the Goods can be returned to the Supplier at least free of charge on a one-to-one basis as long as the equipment to be disposed of is of an equivalent type and has fulfilled the same functions as the Goods.
- 6.4 The Supplier agrees to deal in an open and co-operative way, and in accordance with any relevant the timeframes specified by the relevant competent authority and/or in the applicable law or regulations, with Nationwide, the PRA, FCA and any other relevant competent authority in relation to reasonable requests or directions by Nationwide to ensure that the Supplier is in full compliance with its obligations under this Agreement.
- 6.5 The Supplier shall immediately notify Nationwide upon becoming aware of any developments that may have an adverse effect on the ability of the Supplier to meet any of its obligations under this Agreement.
- 6.6 The Supplier shall provide Nationwide with contact details of a member of Supplier personnel to act as a point of contact for escalation of any issues related to the Goods or Services
- 6.7 The Supplier will, at all times ensure that all Supplier personnel are permanent employees of the Supplier. The Supplier warrants to Nationwide that for the term of this Agreement it is UK tax resident or has a tax presence in the UK and it will not be regarded as an Intermediary

and no individuals who are or will be involved in the provision of the Services will be engaged via an Intermediary.

7. **Delivery**

- 7.1 The Goods shall be delivered to, and/or the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order or as otherwise agreed in writing, during Nationwide's usual business hours (the “**Delivery Date**”).
- 7.2 The risk of damage to or loss of the Goods shall pass to Nationwide upon delivery to Nationwide in accordance with this Agreement.
- 7.3 The title in the Goods shall pass to Nationwide upon delivery or payment of the Price whichever is sooner. The time of delivery of the Goods and/or the performance of the Services is of the essence of this Agreement.
- 7.4 Prior to despatch of the Goods to Nationwide, the Supplier shall take all reasonable precautions to protect the Goods from loss or damage, including ensuring that such Goods are properly packed so as to reach their destination in undamaged condition in the ordinary course. The Supplier shall ensure that prior to despatch to Nationwide that the Goods are suitably marked for identification in accordance with Nationwide’s instructions and any applicable regulations or requirements of the carrier and show their intended destination and/or the interest of Nationwide.
- 7.5 The Supplier shall supply to Nationwide in good time any instructions or other information required to enable Nationwide to accept performance of the Services or delivery of the Goods. The Supplier shall identify any special handling requirements (including, but not limited to, hazardous materials) on the packaging. The Supplier shall notify Nationwide a minimum of twelve (12) months prior to the Goods becoming obsolete or the Supplier ceasing to actively supply the Goods. Spares, where applicable, shall be made available for a period of twenty-four (24) months from the date where the Goods becoming obsolete or where the Supplier ceases to actively supply the Goods, as the case may be.

8. **Warranties**

- 8.1 The Supplier warrants to Nationwide that the Services will be performed by appropriately qualified and trained personnel, in accordance with good industry practice, with reasonable due care and diligence and to such high standard of quality as it is reasonable for Nationwide to expect in all the circumstances.
- 8.2 The Supplier warrants to Nationwide that it will perform the Services (including by keeping up to date records) in a manner that will, on the termination or expiry of all or part of this Agreement, facilitate an orderly handover of the provision of the Services to Nationwide and/or a New Provider.

- 8.3 The Supplier warrants that the information and data that it has provided to Nationwide prior to and during the term of this Agreement is true and accurate, fit for purpose and will be provided in a timely manner and in a format that is agreed between the parties.
- 8.4 The Supplier warrants to Nationwide that the Goods (if any) for a period of twenty- four (24) months following Nationwide's first making use of such Goods, will: (a) be of satisfactory quality as defined in the Sale of Goods Act 1979 (as amended from time to time) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed; (b) be free from defects in design, material and workmanship; (c) correspond with any relevant specification or sample; and (d) comply with all statutory requirements and regulations relating to the sale of the Goods. For the avoidance of doubt, this warranty does not in any way affect Nationwide's statutory rights. Nationwide shall be entitled to reject any quantity of the Goods and/or Services which are not in accordance with any agreed specification.
- 8.5 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with this Agreement, then Nationwide shall be entitled: (a) to require the Supplier to supply replacement Goods and/or Services in accordance with this Agreement within seven (7) days; or (b) at Nationwide's sole option and whether or not Nationwide has previously required the Supplier to supply any replacement Goods and/or Services, to treat this Agreement as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.
- 8.6 In connection with any Standard Software, if within six (6) months from the earlier of delivery or installation, Nationwide notifies the Supplier of any defect or fault in the Standard Software, the Supplier shall, at Nationwide's option, promptly repair or replace the Standard Software at no additional cost. For the duration set out in the Order or for a period of three (3) years where no duration is stated, the Supplier shall: (a) provide technical advice and assistance to Nationwide (during normal working hours) by telephone or e-mail to assist Nationwide in resolving any problems or requests which arise as a result of its use of the Standard Software; (b) provide preventative maintenance at such times as agreed between the parties to test the operation and functions of the Standard Software and shall make such adjustments, repairs or replacements as necessary to keep the Standard Software in good working order; (c) in the event of a defect in, breakdown or failure of the Standard Software to function or perform in accordance with these terms and conditions, the Supplier shall respond as follows in accordance with Nationwide's reasonable determination of the problem (i) where the problem is critical to the provision of the Services, the Supplier shall respond within two (2) hours of notification of it by Nationwide; (ii) where the problem is not critical to the provision of the Services, but materially affects or may materially affect the provision of the Services, the Supplier shall respond within four (4) hours of notification of it by Nationwide; and (iii) where the problem does not materially affect the provision of the Services, the Supplier shall respond within five days of notification of it by Nationwide.

9. **Regulations and Tax**

- 9.1 Subject to the parties agreeing otherwise, the Supplier and Nationwide confirm that it is not intended that any employees of Nationwide shall transfer to the Supplier on commencement of this Agreement. If any individual claims to be employed by the Supplier or claims in respect of failures of required information and consultation are made as a result of the operation of the Regulations in connection (directly or indirectly) with the commencement of this Agreement, then the Supplier within seven (7) days of becoming aware of such a claim shall terminate the contract of employment of such person, and Nationwide shall indemnify and keep indemnified the Supplier from and against all costs, claims, liabilities and expenses (including legal expenses on an indemnity basis and those associated with any occupational or personal pension scheme in respect of which such person may be entitled) sustained by the Supplier in relation to such person arising directly or indirectly out of or in connection with such termination and/or failure of information and consultation and against any sums payable to or in relation to such person in connection with his or her employment up to the date of termination
- 9.2 In the circumstances, the parties understand that if on termination of this Agreement: (a) a contract is awarded for the provision of the Services to a New Provider; or (b) Nationwide elects to deal with the provision of the Services in-house, the Regulations may apply. Subject to the parties agreeing otherwise, it is not intended that any employees of the Supplier, its Group or its or their sub-contractors shall transfer to Nationwide, its Group, a New Provider or its or their sub-contractors following termination of this Agreement or the Services (in whole or part), and the Supplier undertakes to Nationwide that on termination of this Agreement it will use its best endeavours to redeploy all employees who have been engaged in the provision of the Services.
- 9.3 If any individual claims to be employed by Nationwide and/or its Group and/or New Provider and/or its or their sub-contractors or claims in respect of failures of required information and consultation as a result of the operation of the Regulations in connection (directly or indirectly) with the termination of this Agreement or the Services (in whole or part), then Nationwide and/or its Group and/or New Provider and/or its or their sub-contractors may within seven (7) days of becoming aware of such a claim terminate the contract of employment of such person, and the Supplier shall indemnify and keep indemnified Nationwide and/or its Group and/or New Provider and/or its or their sub-contractors from and against all costs, claims, liabilities and expenses (including legal expenses on an indemnity basis and those associated with any occupational or personal pension scheme in respect of which such person may be entitled) sustained by Nationwide and/or its Group and/or New Provider and/or its or their sub-contractors in relation to such person arising directly or indirectly out of or in connection with such termination and/or failure of information and consultation and against any sums payable to or in relation to such person in connection with his or her employment up to the date of termination.

- 9.4 The Supplier is responsible for making appropriate PAYE and other deductions from the remuneration it pays to its employees and will account for the same to the appropriate authorities. The Supplier warrants and undertakes that it shall pay all Supplier personnel who operate or are physically located in the U.K. via the Supplier's UK PAYE scheme and shall ensure that the terms and conditions of the Supplier personnel are compliant with the Agency Worker Regulations 2010 (as amended). The Supplier warrants and undertakes that it shall not use a PSC in the provision of the Services unless prior written consent is obtained from Nationwide in advance via its IR35@nationwide.co.uk mailbox. If such consent is obtained from Nationwide, the Supplier shall promptly provide any information or documentation that it considers (or ought to reasonably consider) to be materially relevant to determining whether the PSC is or could amount to Deemed Employment on an ongoing basis.
- 9.5 The Supplier agrees to indemnify Nationwide in full on a continuing basis against: (i) any income tax (whether under PAYE or otherwise) or national insurance contributions relating to the Services as performed by the Supplier and its employees (including any related interest, penalties or costs) which may at any time be levied, demanded or assessed on Nationwide by the Inland Revenue or other statutory authority for which Nationwide may otherwise be or become liable in relation to the Supplier and/or its employees; (ii) any loss suffered as a result of any sums paid to the Supplier in respect of VAT not being recoverable as allowable input tax for VAT purposes under the Value Added Tax Act 1994 (as amended from time to time) and regulations made there under; and (iii) any other liabilities, costs, claims or fines arising from or directly or indirectly related to any failure to comply with the terms of paragraph 9.4.

10. **Liability**

- 10.1 Save where liability is unlimited as set out in paragraphs 10.4 and 10.5, the Supplier's maximum annual liability is limited to 200% of the Price paid or payable (including for Goods or Services that are contracted but yet to be supplied and whether invoiced or not) to the Supplier under this Agreement during the period of twelve (12) months from the commencement of this Agreement and such subsequent 12-month period (or part thereof) during the term of this Agreement.
- 10.2 Save where liability is unlimited as set out in paragraphs 10.4 and 10.5, Nationwide's maximum annual liability is limited to 100% of the Price paid or payable (including for Goods or Services that are contracted but yet to be supplied and whether invoiced or not) to the Supplier under this Agreement during the period of twelve (12) months from the commencement of this Agreement and such subsequent 12-month period (or part thereof) during the term of this Agreement.
- 10.3 Save where liability is unlimited as set out in paragraphs 10.4 and 10.5, neither party will have liability to the other party for indirect or consequential loss or loss of profit.
- 10.4 The Supplier shall indemnify Nationwide against all liability, loss, damages, costs and expenses (including legal expenses) incurred by Nationwide as a result of or in connection

with: (i) any claim that the Goods and/or the performance of the Services (including the Use of the Standard Software) infringes the intellectual property rights of any third party; (ii) any breach by the Supplier of its confidentiality obligations as set out in paragraph 13.3; (iii) any breach by the Supplier of its data protection obligations set out in paragraph 16.2; (iv) any breach of its obligations arising under section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

- 10.5 Nothing in this Agreement will limit either party's liability (if any) for: (i) death or personal injury resulting from its negligence; (ii) fraud or fraudulent misrepresentation, negligence or negligent misrepresentation; or (iii) any matter for which it is not permitted by law to exclude or limit.

11. **Business Continuity and Insurance**

The Supplier warrants that it maintains appropriate contingency or disaster recovery procedures so that it can continue to provide the Services with the minimum of delay in the event of disruption including any circumstance referred to in paragraph 15. The Supplier shall maintain adequate insurance with a reputable insurer to satisfy its liabilities under this Agreement and shall, upon request, provide Nationwide with evidence that such policies are being maintained.

12. **Site Rules and Policies and Financial Crime Compliance**

- 12.1 The Supplier shall ensure that each of its personnel shall at all times comply with all applicable laws (including environmental protection and health and safety legislation) and shall comply with Nationwide's security procedures and other policies notified to the Supplier by Nationwide from time to time when attending Nationwide sites in force from time to time. Nationwide reserves the right to remove any of the Supplier's personnel from its premises (at its absolute discretion) without notice, and without liability to the Supplier.
- 12.2 The Supplier will, and will procure that its Group, officers, employees, agents, approved sub-contractors and any other persons who perform services for or on behalf of it in connection with this Agreement will: (a) not commit any act or omission which causes or could cause it or Nationwide to breach, or commit an offence under, any laws relating to anti-bribery, anti-money laundering, anti-facilitation of tax evasion, sanctions, combatting terrorist financing and/or anti-corruption (including the Bribery Act 2010, Criminal Finances Act 2017, Proceeds of Crime Act 2002, Terrorism Act 2000, Terrorist Asset Freezing Act 2010, Counter Terrorism Act 2008 and Money Laundering Regulations 2007) (the "**Financial Crime Laws**"); (b) comply with Nationwide's anti-corruption policy and gifts and hospitality policy as updated from time to time; (c) keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this paragraph 12.2, and permit Nationwide (or its authorised representatives) to inspect those records as required; (d) promptly notify Nationwide of: (i) any request or demand for any financial or other advantage

received by it; and (ii) any financial or other advantage it gives or intends to give, whether directly or indirectly in connection with this Agreement; (e) have in place risk-based procedures (including but not limited to staff training) designed to prevent any person associated with the Supplier, the Supplier's Group or an approved sub-contractor from breaching Financial Crime Laws; and (f) promptly notify Nationwide of any breach of this paragraph 12.2. Nationwide may terminate this Agreement immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of this paragraph 12.2.

- 12.3 The Supplier will ensure that all Supplier personnel are aware that they are able to make and are not discouraged from making a protected disclosure within the meaning of Part 4A (Protected Disclosures) of the Employment Rights Act 1996. This includes making disclosures directly to the PRA and/or, the FCA and making disclosures about matters previously disclosed to another recipient.

13. **Intellectual Property and Confidentiality**

- 13.1 The property and any copyright, design rights, or other intellectual property rights in: (a) any Input Material shall (subject to any such rights of any third party) belong (or continue to belong) to Nationwide; (b) any Output Material shall belong to Nationwide and the Supplier shall assign with full title guarantee to Nationwide any such property or other rights which it may have for no further consideration upon the completion of the performance of the Services.

- 13.2 Where Standard Software is to be provided pursuant to an Order, the Supplier grants to Nationwide a non-exclusive, perpetual (unless the parties agree otherwise in writing in the Order), irrevocable, licence to Use the Standard Software.

- 13.3 Any Input Material or other information provided by Nationwide or concerning Nationwide's affairs (including, any Confidential Information of Nationwide) shall be kept confidential by the Supplier and its employees and agents, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by Nationwide; but the foregoing shall not apply to any documents or other materials, data or other information which enter the public domain (other than by breach of this paragraph 13) or where any disclosure is required by law or regulatory authority. Neither party shall use the other's name, trademarks, service marks or logos for any promotional or publicity purposes without the express written consent of the other.

- 13.4 The Supplier warrants, undertakes and represents on an ongoing basis that no software provided to, received by or used by Nationwide shall contain any open-source software or require the use of open-source software in order to function in accordance with its specification (unless otherwise agreed in writing by Nationwide).

14. **Termination**

- 14.1 Nationwide shall be entitled to terminate this Agreement (in whole or in part) at any time by providing written notice to the Supplier with no liability to the Supplier, save that Nationwide

shall pay the Supplier for all Services properly performed and/or pay for any Goods and/or Standard Software supplied up until the date of termination.

- 14.2 Nationwide shall be entitled to terminate this Agreement (in whole or in part) without liability to the Supplier by giving notice to the Supplier at any time if the Supplier, being a company, a limited liability partnership or partnership has: (i) had a winding-up order made against it; (ii) had a petition presented for its winding-up which has not been withdrawn or dismissed within 14 days following presentation; (iii) had a provisional liquidator appointed to it; (iv) proposed or passed a resolution for winding-up (other than for the purposes of solvent amalgamation or reconstruction); (v) had an administration application filed in relation to it pursuant to clause 12 of Schedule B1 to the Insolvency Act 1986 (“**Schedule B1**”); (vi) had a notice of intention to appoint an administrator filed in relation to it; (vii) entered into administration within the meaning of Schedule B1; (viii) had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets; or (ix) proposed or made any composition or arrangement with its creditors generally (including but not limited to a company voluntary arrangement or scheme of arrangement).
- 14.3 Nationwide shall be entitled to terminate this Agreement (in whole or in part) without liability to the Supplier by giving notice to the Supplier at any time if the Supplier, being an individual or partnership: (i) has entered into any composition or arrangement with its creditors; (ii) has a petition presented by it or by any other person for its bankruptcy; (iii) has a bankruptcy order made against it; (iv) has applied to the Court for an interim order under section 253 of the Insolvency Act 1986; (v) has submitted a proposal for a voluntary arrangement to a nominee under Section 256A of the Insolvency Act 1986; (vi), has a petition presented for an administration order under Part III of the Insolvent Partnerships Order 1994; (vii) has a petition presented for winding up as an unregistered company under Parts IV or V of the Insolvent Partnerships Order 1994; (ix) has an interim receiver of its property appointed under section 286 of the Insolvency Act 1986; (x) is unable to pay its debts within the meaning of sections 267 and 268 of the Insolvency Act 1986; (xi) has a receiver or manager appointed over any of its assets; (xii) has a receiver appointed under the Mental Health Act 1983; (xiii) dies or by reason of any illness (including mental disorder or infirmity), accident or injury or any other cause whatsoever becomes unable for a consecutive period of one month or for an aggregate period of one month in any one consecutive period of six months, fails to comply with its obligations under this Agreement.
- 14.4 Nationwide shall also be entitled to terminate this Agreement (in whole or in part) without liability to the Supplier by giving notice to the Supplier at any time if: the Supplier has any distraint, execution or other process levied or enforced on any of its property ; the Supplier ceases, or threatens to cease, to carry on business; the Supplier, being an individual is subject to a term of imprisonment whether or not suspended; or Nationwide reasonably believes that the Supplier cannot or will not pay sums owed to Nationwide under this Agreement; or Nationwide reasonably suspects that any of the events mentioned in this paragraph is about to occur in relation to the Supplier and notifies the Supplier accordingly.

14.5 Nationwide may terminate this Agreement (in whole or in part) with immediate effect by giving written notice to the Supplier, if the Supplier commits any material and/or persistent breach of this Agreement and fails to remedy the same within 14 days of service of notice by Nationwide specifying the breach and requiring it to be remedied.

14.6 On termination of this Agreement, the Supplier is obliged, within a reasonable time period, to return to Nationwide the Input Materials. For the avoidance of any doubt, on termination of this Agreement, for whatever reason, the Supplier, subject to any other relevant paragraphs in this Agreement, will only be entitled to the payment of fees relating to the Goods and/or Services provided up to the date of termination or expiry.

15. **Force Majeure**

If either party is affected by Force Majeure, it shall promptly notify the other party of the nature and extent of the circumstance in question. Subject to paragraph 10, but otherwise notwithstanding any other provision of this Agreement, neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If either party claims Force Majeure and is accordingly relieved under this paragraph from performing any of its obligations under this Agreement for a continuous period of twenty (20) days or for a total of one (1) month or more in any six (6) month period, then the other party may, notwithstanding any other provision of this Agreement, terminate this Agreement by giving to the party which has claimed Force Majeure not less than thirty (30) days' written notice.

16. **Records, Data Protection and Audit**

16.1 From the date of acceptance of the Order the Supplier shall maintain and preserve any and all documentation pertaining to the Order and the supply of the Goods and/or Services under the Agreement and shall continue to hold such documentation for a period of seven (7) years following termination or expiry of this Agreement.

16.2 The Supplier will comply with its obligations under Data Protection Laws. The Parties agree that if the Supplier processes Personal Data of Nationwide in the provision of the Goods and/or Services, it shall do so as a data processor on Nationwide's behalf in accordance with this Agreement and as such it shall:

16.2.1 process such Personal Data only in accordance with Nationwide's written instructions and in accordance with the appendix to this Agreement (if any) describing the nature of the processing;

16.2.2 implement appropriate technical and organisational measures to protect such personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

- 16.2.3 ensure that any of its personnel with access to such Personal Data have a binding obligation to protect the confidentiality of such Personal Data;
 - 16.2.4 notify Nationwide promptly (but in any event within 24 hours of becoming aware) of any suspected, potential or actual accidental, unlawful or unauthorised destruction, disclosure, loss, alteration or access in relation to Personal Data processed on behalf of Nationwide;
 - 16.2.5 cooperate and reasonably assist Nationwide in order that Nationwide may comply with its obligations under Data Protection Laws;
 - 16.2.6 allow Nationwide to conduct audits, including inspections, of the Supplier to ensure compliance with this clause;
 - 16.2.7 not subcontract any processing of such Personal Data without the prior written consent of Nationwide and remain responsible for the acts and omissions of its subcontractors;
 - 16.2.8 upon termination or expiry of the Agreement, at Nationwide's request, promptly delete or return all Personal Data; and
 - 16.2.9 not process and/or transfer any such Personal Data to any territory outside the European Economic Area (including the UK) without the prior written consent of Nationwide.
- 16.3 The Supplier shall give Nationwide all reasonable assistance, including rights of access to its premises, records and data relating to this Agreement (and the Supplier shall procure a right of access to its sub-contractors' premises, records, and data), in order for Nationwide to monitor and verify the accuracy of the Prices in the Order, and to assess compliance by the Supplier with the terms of this Agreement and all relevant statutory and regulatory requirements.

17. **General**

- 17.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. No waiver by Nationwide of any breach of this Agreement by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected thereby. Nothing in this Order and no action taken by the parties in connection with it will create a partnership or joint venture between the parties or, save as expressly provided otherwise in this Order, give the other party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party

or to hold itself out as being entitled to do so. Any reference in this Agreement to any provision of any statute shall be construed as a reference to that provision, as amended, re-enacted or extended at the relevant time. The headings in this Agreement are for convenience only and shall not affect their interpretation.

- 17.2 Nationwide may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Nationwide. A New Provider and/or a member of Nationwide's Group and/or their subcontractors may enforce clause 9.4 of this Agreement. However, such third party's consent is not required to vary this Agreement. Except as provided in this paragraph, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that act.
- 17.3 This Agreement and each Order is personal to the Supplier and the Supplier shall not assign or transfer or sub-contract to any other person any of its rights or obligations under this Agreement and/or under any Order unless Nationwide provides its express written consent (such consent not to be unreasonably withheld).
- 17.4 The formation, construction, performance, validity, and all aspects whatsoever of this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the English and Welsh Courts.