



## BT GLOBAL ICT BUSINESS SPAIN, S.L.U. GENERAL PURCHASING CONDITIONS

These General Conditions are entered into by and between BT Global ICT Business Spain S.L.U., a company incorporated in Spain with Tax identification number B- 88625496 and having its registered office at C/Maria Tubau, 3, 28050 Madrid ("BT") and the Supplier whose data is included in the signature paragraph (each individually named as a "Party" and together the "Parties"). Each Party agrees to these General Terms and Conditions.

### 1. PURPOSE AND SCOPE

- 1.1 These General Conditions of Purchase (hereinafter referred to as "GTC" and or the "Agreement") establish the general legal framework of rights and obligations between the parties and apply to all Purchase Orders placed, awarded and issued by BT for the delivery of goods, the acquisition of services or the execution of works.
- 1.2 BT may purchase services either by entering into a contract or by placing a Purchase Order. In certain circumstances, these two types will be used simultaneously, with a contract being signed first and Orders being placed on that contract at a later time.
- 1.3 Notwithstanding, the supply of services or goods may be initially be placed by telephone, BT will always make effective Purchase Order in writing and sending them to the Supplier by fax, ordinary mail, registered mail or e-mail. Every BT Supplier must have an e-mail address or fax number and must notify it to BT in advance.
- 1.4 Except when agreed on the contrary among the parties by means of an Annexes to these GTC or as agreed in the pertaining Purchase Order, these GTC will be the exclusive agreement governing the commercial relationship between BT and the Supplier, and are deemed to be the prime contractual document, especially when there are other GTC from the Supplier that may contradict these.
- 1.5 The Supplier agrees that any work or services carried out by him as a result of prior Purchase Orders to the acceptance of these GTCs shall be governed by the latter.
- 1.6 Supplier's GTCs can only modify or complement these GTCs when they have signed by BT and are included as an Annex or Addendum to this GTC.

### 2. CHARGES AND PAYMENT

- 2.1 The price that BT should pay the Supplier in accordance with what is set forth shall take place within this term of sixty (60) days from the date of receipt of invoice from supplier, by bank transfer to the account designated by the Supplier in the corresponding Purchase Order.
- 2.2 The correctly issued invoice shall be sent by the following ways (both of them) to facturas@bt.com and in hard copy to BT to: Accounts payable C/ Maria Tubau, 3 28050 Madrid.
- 2.3 Invoices shall include the Supplier's address, its NIF (Tax Identification Code), the date, the Purchase Order number and the description of the services performed, as well as any other data required by the applicable regulations.
- 2.4 Invoices that do not comply with what is set forth in the above paragraphs will be returned to the Supplier, and will include the date of return and the reason for doing so, without this causing BT to incur in payment default.
- 2.5 The prices detailed in each Purchase Order or in its Annexes are closed and definitive. In the event that the price is stipulated in a foreign currency, it will be paid in that currency. However, if the services are provided on a regular basis, BT shall only be liable for fluctuations in the exchange rate prevailing at the time the Order is signed which do not exceed 5% of that exchange rate, and the price shall be reduced in proportion to the loss suffered by BT.
- 2.6 The accrual of the price payable by BT to the Supplier under this condition shall occur on the last day of each month for goods delivered in that month or for services actually rendered during that month.
- 2.7 The Supplier shall be liable for any difference in freight, carriage or other charges arising from the delivery of the goods which are the subject of the Order, and no such difference shall be passed on to BT unless otherwise agreed in writing.

### 3. TAXES

- 3.1 All taxes, fees and other levies shall be borne by the Supplier, whether direct or indirect, except for VAT which shall be borne by BT. In the event of the occurrence of new taxes, they will be paid by the party to whom they apply in accordance with the law.
- 3.2 If, during the term of the Agreement, changes occur in the market that affect any of the services provided by the Supplier under the Agreement, BT may require a price review in the event that significant price deviations are identified that result in a significant loss of competitiveness for BT.
- 3.3 A significant loss of competitiveness is deemed to exist where BT submits one or more separate bids (a separate bid is not one in which the same operator is directly involved, in whole or in part), or public price information, formulated or prepared by undertakings which have authority and authorisation to provide the Services covering all the services which are the subject of the bid and which result in a total price which is at least 5% per 100 of that set out in the Contract.
- 3.4 For the purpose of verifying that the foregoing circumstances exist, and only in the event of any discrepancy in the verification of BT's judgement, either party may refer the matter to an auditor under the following principles:
  - a) Any party who requests the auditor to do so shall pay for it.
  - b) The auditor must be a person of recognised standing in the marketplace.

c) The auditor shall issue an opinion at the request of the requesting party within a period not exceeding 30 days.

d) The auditor shall express an opinion as to whether the bid or information submitted relate to the overall services contracted by BT and whether the prices offered are within those prevailing in that market.

e) The Parties undertake to comply with and act on the opinion of the independent auditor. To this end, within fifteen days of the written communication from the auditor to the parties assessing the compliance of the bids with the criteria set out in this section, if the Supplier does not match the bids submitted, BT shall be entitled to terminate the Contract early by simply notifying the Supplier in writing, without the latter having any right to compensation or any amount whatsoever in respect thereof, giving fifteen days' notice.

3.5 The Supplier shall make all appropriate payments, deductions and account to Employment, Insurance and tax authorities in a timely manner for tax and National Insurance contributions (employer and employee) and levies from or in respect of (as applicable) the remuneration or fees it pays its Supplier Personnel (none of whom shall be employees of BT) or their intermediary (such as a personal service company) and will procure that Subcontractors do the same.

3.6 The Supplier shall indemnify BT against any claim for damages or otherwise, and/or against any claim which it may receive jointly and severally, subsidiarily or through the exercise of any direct or indirect action, in relation to the employees of the Supplier, including but not limited to payments to the Social Security, severance payments, amounts paid in out-of-court settlements or any other payment of money, penalty, tax or otherwise which may be required of BT as a result of the failure of the Supplier to comply with the obligations set out in this section or the following section. For these purposes, and without prejudice to the termination of the contract pursuant to the provisions of section 10.1.B) of this agreement, BT may withhold all payments to the Supplier which are for any reason outstanding in an amount sufficient to cover such liabilities.

### 4. DELIVERY

4.1 The Supplier undertakes to deliver the goods and/or services included in a Purchase Order on the delivery dates indicated in the Purchase Order and to the address stated therein. The price of the goods and/or services shall include all costs directly or indirectly related to the goods, merchandise or service up to that point of delivery. The goods will be delivered at the risk and peril of the Supplier. The transfer of risk will take place upon acceptance of the goods or services. Each package in which the goods are sent, must clearly indicate the delivery address, as well as the Purchase Order number.

4.2 The verification and reception of the goods will be carried out after the delivery. The initial receipt by BT is to be understood as a provisional receipt. The Supplier shall not therefore treat BT's acknowledgement of receipt, or BT's signature, as final acceptance. Final acceptance (including any quality control tests or other tests carried out by BT), if any, shall be made within 30 days of the date of provisional acceptance. The date of final receipt shall be the date taken into account for the purposes of commencing the warranty period applicable to the goods or services.

4.3 The transfer of ownership of the goods shall take place once they have been delivered and definitively accepted at the place of delivery mentioned in condition 4.1 above.

### 5. WARRANTY PERIOD

5.1 The Supplier warrants to BT that the materials, equipment or services of any kind supplied under a Purchase Order have no defects, comply with applicable specifications, drawings, samples or established descriptions, are fit for purpose, are new and of first quality.

5.2 The Supplier is responsible for any apparent or hidden defects in any of the goods and services delivered, including any part whose manufacture or performance has been wholly or partly commissioned to a third party. The Supplier shall indemnify BT in full against all damages, injuries and claims or actions of any kind whatsoever suffered by BT without any exclusion or limitation of liability in this respect.

5.3 The Supplier grants a guarantee on the goods delivered of twenty-four (24) months from the date of final acceptance by BT. In case of fault on the goods, BT may directly or through third parties carry out the necessary work to remedy any faults or defects, and it can deduct from any outstanding payments any expenses it has incurred to, when the Supplier does pay said expenses on time.

5.4 The Supplier shall guarantee the Software for a period of one (1) year from the time that it is first used.

5.5 The Supplier shall take all necessary steps to inform and keep BT informed without delay of all actual or suspected manufacturing defects of which it becomes aware, so as to prevent possible damage.

5.6 Any parts, materials or services found to be defective during the warranty period shall be replaced immediately at the Supplier's expense in the same condition as the original. The Supplier may, however, recover defective parts and materials. The replaced parts and materials will have the same guarantee period as the ones initially supplied, starting the guarantee at the moment of the replacement.

5.7 Without prejudice to any other rights or remedies which BT may have, the Supplier undertakes to hold BT harmless and to indemnify it against any liability arising from or in connection with any claim brought under labour or social

security law by Personnel of the Supplier in connection with the Services or the termination of this Agreement or any order or the cessation of the provision of the Services (or any part thereof), including, without limitation, any claim, demand for employment or related rights, or any claim for discrimination of any kind.

### 6. AUDIT RIGHTS

6.1 The Supplier will, and will ensure that any Subcontractors will, grant to BT (and to its representatives) the right of access to any records, documents, Supplier Sites, Supplier Personnel, Systems, facilities, equipment, information and software and any other relevant information:

6.1.1 at any time for the duration of the Contract and for a period of twelve (12) months following its termination or expiry, to audit the Supplier's performance of its obligations under the Contract (and accuracy of information provided under the Contract), the Charges and taxes charged to BT; and

6.1.2 at any time for the duration of the Contract and for a period of six (6) years following their termination or expiry, to comply with any request by, requirement of, or duty to, any Authority in the course of carrying out its regulatory functions or the requirements of Applicable Law.

6.2 Each Party will bear its own costs of participation in any of such audits.

### 7. COMPLIANCE REQUIREMENTS

7.1 The Supplier shall comply with all Applicable Law and provisions applicable to the Purchase Order from the time it is placed, as well as to the material, elements and/or services that constitute its object.

7.2 The Supplier will and will guarantee that its Supplier Personnel comply with all Applicable Law in the performance of the Supplier's obligations under the Contract.

7.3 The Supplier will, and will procure that all Supplier Personnel, comply with the relevant Policies currently available at URL: [https://groupextranet.bt.com/selling2bt/articles/side/our\\_privacy\\_policy.html](https://groupextranet.bt.com/selling2bt/articles/side/our_privacy_policy.html), provided that:

7.3.1 where any such Policy is expressed to apply to BT, the Supplier will comply and procure that all Supplier Personnel comply with such Policy as though such Policy applied to and had been adopted by the Supplier;

7.3.2 the Supplier will be granted a reasonable period from notification (or such other period as specified in the Policy) in which to implement any changes required to comply with any new or amended Policy; and

7.3.3 the Supplier will not be deemed to be in breach of this section 7 where it can demonstrate that its performance in connection with the Contract is compliant with its own policies provided that such policies are no less stringent than the relevant Policies.

### 8. SUPPLIER PERSONNEL HEALTH AND SAFETY

8.1 When the Service is provided at BT's own premises, both the Supplier and the personnel under its authority assigned to provide the Services undertake to comply with the internal rules of organisation, safety and operation of BT's offices and facilities. To that end, BT will keep the Supplier informed at all times of the internal organisational, safety and operating rules applicable to its offices and facilities, and the Supplier undertakes to keep its staff informed of those rules at all times.

8.2 During the term of the contract, the Supplier undertakes to comply with Spanish Act 31/1995, of November 8th, on occupational Risk Prevention, and its development regulations, with respect to the Personnel assigned to the provision of the Service. For this reason it will present a preventive policy appropriate to the risks of the Personnel assigned to the provision of the Service, which will keep updated during the term of the Contract. Whenever the Supplier makes modifications it will notify BT. The Supplier also undertakes to provide information and training to its employees before they occupy the positions for which they are hired. The parties agree to coordinate their health and safety measures.

8.3 During the term of this contract and to comply with the provisions of the law referred to in paragraph 8.2, the Supplier undertakes, prior to the signing of the contract, to register in the web tool designated by BT for these purposes:

- a) its preventive policy according to the risks to which its employees are exposed. This policy shall include a health surveillance system, in accordance with Article 22 of Spanish Act 31/ 1995 on the Prevention of Occupational Risks and Article 37.3 of Spanish Royal Decree 39/1997, on Regulation of the Prevention Service.
- b) The information and training given in writing to the employees of the Suppliers who provide their services in BT regarding the existence of the general risks and the position, its preventive policy and the obligation to know and comply with it.
- c) The Mutual insurer for work accidents and occupational hazards to which the Supplier is a member and must report to BT any changes that may occur on it during the term of the Contract or the Purchase Order.
- d) Any documentation required for the performance of the Service to be rendered.
- e) Any accident that may affect any worker of the Supplier during the rendering of the services scope of the Purchase Order.

8.4 If the services provided require the physical presence of Supplier's employees in any of BT's facilities or BT's customers,





- in compliance with the Occupational Risk Prevention Act, the Supplier shall be:
- documented in the web tool designated by BT.
  - maintain the documentation required in the above tool updated at all times, including both company documentation and that of the workers who will provide the Service as well as any documentation required for the performance of the Service to be rendered.
  - report to BT through the service coordinator of any accident and/or occupational illness suffered by one of its workers during the performance of the Service and to record information regarding such accident and/or occupational disease, by sending the information by mail to [servicio.de.prevencion@bt.com](mailto:servicio.de.prevencion@bt.com).
- 8.5 The application for registration in the Web tool will be made by sending an email to [servicio.de.prevencion@bt.com](mailto:servicio.de.prevencion@bt.com). A user and password will then be sent to access it, and to manage the company and worker documentation requested.
- 8.6 BT undertakes to:
- Notify the Supplier through the Web tool of the occupational risks and preventive measures to be taken regarding the Service.
  - Notify the Supplier through the Web tool of the results of risk assessments that are carried out and the changes that occur in the risks and preventive measures so that you can comply with their legal obligations regarding occupational risk prevention.
  - Report through the designated coordinator any health damage suffered by any worker of the Supplier during the Service.
  - To ensure the Supplier's workers providing the services of this Contract the same level of health and security protection as that of its employees.
- 8.7 During the term of this Contract, both parties undertake to coordinate their prevention of occupational risks policy if necessary and pursuant to the terms of current Spanish legislation on the prevention of occupational risks.
- 9. FORCE MAJEURE**
- 9.1 "Force Majeure Event" means any circumstance beyond a Party's reasonable control that hinders, delays or prevents that Party from performing any of its obligations under the Contract including nuclear accident, acts of God, fire, flood, storm, drought, natural disaster, terrorist attack, civil commotion or armed conflict. For the avoidance of doubt, the mere shortage of labour, materials, equipment or supplies (unless caused by events or circumstances which are themselves Force Majeure Events), strikes, lock-outs or other industrial disputes involving the work force of the party so prevented or of any of its Subcontractors or suppliers will not constitute a Force Majeure Event;
- 9.2 If a Party is prevented from performing any of its obligations by the occurrence of a Force Majeure Event, that Party ("Affected Party") may, as soon as it becomes aware of the Force Majeure Event, claim relief from liability in respect of any delay in performance or any non-performance of any such obligation to the extent that the delay or non-performance is due to a Force Majeure Event, provided that the Affected Party promptly notifies the other Party in writing in any case no later than one (1) day, after becoming aware that such delay was likely to occur, of the cause of the delay or non-performance and the likely duration of the delay or non-performance.
- 10. Resolution - Termination - Cancellation of the Order**
- 10.1 Either Party will have the right at any time to terminate the Purchase Order or Contract by giving written notice to the other, if:
- any event of force majeure prevents the performance of all or a substantial part of the obligations of the other party in relation to such Service for a continuous period of twenty (20) days from the date on which such obligation should have been performed; or
  - the other party fails to comply with any term or condition set out in the Order or these GTC.
- 10.2 BT may terminate the Contract (or any part of it) at any time on a one (1) month written notice on the date specified in such notice. In such event BT will be liable to pay the Charges to the Supplier on a pro-rata basis so that BT is only obliged to pay the Supplier for the Goods, Software and/or Services actually delivered or provided to BT in accordance with the Contract or the relevant part of it at the date of termination.
- 10.3 In cases of partial termination, only the rights and obligations corresponding to the services that continue to be provided will be required.
- 10.4 Notwithstanding the termination of the Order, the obligations of intellectual and industrial property rights (condition 12), protection of personal data (condition 13), and confidentiality (condition 14) shall remain in force.
- 10.5 In the event of any breach of these GTC, and in particular any delay in delivery, BT may cancel the Order, without prejudice to any claim for damages.
- 11. ASSIGNMENT, NOVATION AND SUBCONTRACTING**
- 11.1 The Supplier will not assign or sub-contract the Purchase Order or the services which are the subject of the Purchase Order or the content of the obligations arising out of these GCC, in whole or in part, without the prior written consent of BT. Such permission, if given, shall not relieve the Supplier of any obligation or liability it has under the Purchase Order or these GCC. The Supplier shall provide BT with reasonable access to the Subcontractor to obtain adequate assurances as to the performance and quality of the Service.
- 11.2 BT reserves the right to assign the whole or part of the Purchase Order to any of the companies within the BT Group or to its subsidiary or parent companies or to any other company in which BT holds stock or any company that holds stock in BT, upon giving the Supplier at least thirty (30) days written notice of such assignment.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1 BT's Intellectual and Industrial Property:
- BT or its legitimate holder will remain the sole owner and proprietor of any title to and all Intellectual or Industrial Property Rights in the Goods of BT, materials, software, operating manuals and associated documentation, supplied or made available to the Supplier or otherwise generated by the Supplier in connection with these GTCs or the agreement and Purchase Orders. Nothing in these GTC shall be construed or interpreted as BT granting to the Supplier any licence or right on BT's intellectual or industrial property. The intellectual property rights in the works made by the Supplier under these GTC and the Purchase Orders or Agreements entered into among the Supplier and BT shall be the property of the latter.
  - The Supplier will maintain, at all times, any software or other material containing BT's Intellectual Property Rights as confidential and will safeguard that they are not copied, disclosed or used by any third party without BT's prior written consent. The Supplier shall indemnify BT for all damages that it may cause BT as a result of Supplier's infringement of section 12.1.
- 12.2 Intellectual and Industrial Property Rights on the Products and Services of the GTCs:
- In the event that the goods and services include software, the Supplier grants BT an irrevocable, non-exclusive, worldwide licence, with the right to sub-licence in the event that BT sells or rents the goods and services to a third party, to use the software or the goods supplied and for that sole purpose.
  - The Supplier guarantees to BT, and shall provide it with all documentary evidence, if required, that it owns the patents, trademarks or rights of use of the trademarks, licences and other intellectual and industrial property rights on the Software that the Supplier may provide BT. The Supplier shall keep BT harmless against any infringement of intellectual and/or industrial property that may occur from the Supplier's conduct. In addition, the Supplier, at its own expense, including the legal defence of BT against all claims and/or complaints received as a result of the suppliers, direct or indirect, infringements of third parties intellectual and industrial property rights, shall take all any necessary actions to keep BT harmless thereof.
- 13. DATA PROTECTION**
- 13.1 For the purposes of this section, the following terms shall have the following meanings:
- "BT" shall mean any company within the BT Group (as contained in Article 42 of the Commercial Code) which provides Personal Data to the Supplier or from which the Supplier acquires Personal Data in connection with the Contract.
- "GDPR" means the European Union General Data Protection Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and any subsequent amendments or regulations implementing the same Terms used in this clause and defined in the GDPR shall have the meanings ascribed to them therein.
- "Data Protection Regulations" means the GDPR, the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights, and any subsequent amendments or regulations developing the same.
- 13.2 The Parties undertake to comply at all times with the provisions of the Data Protection Regulation in the development of their activity and in the execution of this Agreement and to transfer and reflect the stipulations and obligations of this clause 6 in the contracts with their subcontractors and agents, ensuring compliance with the provisions of the same.
- 13.3 For the sole purpose of maintaining and managing the contractual relationship and for the proper performance of the Contract, each party shall receive personal data from the other (mainly business contact data of employees and, where appropriate, of subcontractors and agents) and undertakes to:
- guarantee that they have at all times the necessary legal basis or legitimacy for the processing of the personal data provided by them to the other party, as well as for their communication to the other party.
  - to process the personal data received from the other party for the sole purpose of maintaining and managing the contractual relationship between the parties, contacting the other party for the purposes of this Agreement, as well as for the proper execution of the rights and obligations arising from it.
  - to inform the interested parties of the ends and in the manner and within the deadlines provided for in Article 14 of the GDPR.
  - in the event of a breach of security of personal data, to notify the other party at the time it becomes aware of it, indicating the relevant aspects that it should be aware of and ensuring, in any case, that the other party can comply with the obligations, if any, that correspond to it in accordance with the provisions of the Data Protection Regulation.
- 13.4 The Supplier authorizes BT to transfer the above personal data to its group companies for the sole purpose of the management of the Contract and in compliance with its binding corporate rules.
- 13.5 It is not within the scope of this Agreement for either party to carry out any processing of personal data as a processor on behalf of the other party. In the event that, for whatever reason, such processing is to take place, both parties shall negotiate in good faith a new agreement containing the necessary covenants to carry out such processing in accordance with the Data Protection regulations.
- 14. CONFIDENTIALITY**
- 14.1 The Supplier expressly undertakes to keep confidential any information supplied to it by BT as a result of the business relationship between the parties. Thus, during the term of these GTC, or of the Orders and upon completion thereof, each of the parties shall ensure that any documentation, information, technical data, design, manufacture, installation or operation that may have been exchanged does not come to the knowledge of competitors of either party or of third parties that may prejudice the industrial or commercial research position of BT.
- 14.2 Each Party will keep in strict confidence all Confidential Information disclosed to it and will:
- only disclose Confidential Information to those of its employees, agents, Group Companies, officers, directors, advisers, insurers, Subcontractors and suppliers, who need to know it for the purpose of that Party discharging its obligations or receiving a benefit under the Contract, and will ensure that those receiving Confidential Information under this Section 14.2.a) comply with the obligations set out in this Section 14 as though they were a party to the Contract;
  - only disclose Confidential Information as required by Applicable Law, to any Authority or to a Court; or
  - not use or exploit the Confidential Information in any way different to what it is agreed in this Contract.
- 14.3 Section 14.2 will not apply to Confidential Information that:
- is or becomes available to the public other than as a result of a breach of the Contract;
  - was lawfully available to a Party on a non-confidential basis prior to disclosure by the disclosing Party;
  - the Parties agree in writing it is not Confidential Information; or
  - was developed by or known by the receiving Party independently of the information disclosed by the disclosing Party.
- 14.4 Upon written request from a Party, the other Party will return or destroy, as its own cost, any Confidential Information received from the requesting Party within a reasonable time period and will provide written confirmation on request by the requesting party.
- 14.5 The Parties agree that if either of them breaches this Section 14, damages may not be an adequate remedy for the disclosing party and it will have the right to apply for injunctive relief or specific performance of the recipient's obligations.
- 15. SUPPLIER PERSONNEL**
- 15.1 For the provision of the Services, the Supplier will use its own personnel, which will always be under its dependence, supervision and professional control, and over which the Supplier will exercise the direction, control, selection, training, replacement, assurance, compensation, discipline and such other employer authorities provided by employment law. The Supplier should provide its Personnel with the necessary equipment, tools and materials so that they can properly perform the tasks object of this Contract.
- 15.2 The relationship between the parties is exclusively of a commercial nature, and there is no labor relationship between BT and the Supplier Personnel. Therefore, the Supplier Personnel may not be considered in fact or by law, as BT employees. At no time may it be understood that the signing of this Contract means the establishment of any employment relationship between BT or its main client and the Supplier Personnel. To this extent, the Supplier undertakes the following:
- to assign the necessary human resources, both in quality and quantity, to carry out all its obligations under the terms of this Contract, performing and managing the service under its control and coordination, applying the appropriate standards and methodologies and providing BT, periodically, sufficient information to facilitate supervision and decision making throughout the performance of the service, all regardless of whether the work subject to this service is carried out at the facilities of the Supplier, BT or its main customer, according to its needs.
  - to comply with all employment law obligations - including those related to workers' health and safety - Social Security in relation to Supplier Personnel, as well as any additional expenses or costs incurred by their employees in providing the services collected in this contract, exempting, in this respect, from any responsibility to BT, other than expressly provided in this contract. Breach of any Supplier obligation with respect to Supplier Personnel shall entitle BT to terminate this Contract with immediate effect.
  - The training of Supplier Personnel rendering services at BT facilities is Supplier's exclusive obligation and responsibility, and will conform to each employee's responsibilities for the Services. The training material and content shall be previously agreed upon with BT or with the latter's training agency, if applicable. The training of Supplier Personnel is included in the price of the Service.
  - The Supplier Personnel rendering Services at BT facilities should be clearly identified as Supplier employees and they should carry some kind of distinctive sign to ease their identification as Supplier Personnel. BT will make available to the Supplier Personnel working at BT facilities an area that allows clearly separation from BT employees, adding or including, if necessary, for this purpose, sign in the furniture or at the area used by Supplier Personnel.
  - Where Supplier Personnel is to render services at Supplier premises, both the Supplier and BT will each designate their relevant Service coordinators or project managers, as contacts and liaison persons between both companies for the purposes of the Service. BT coordinators or BT main client's coordinators shall not give direct work instructions to the Supplier Personnel; rather they should provide indications to the Supplier project manager, who shall be the only one giving instructions to the Supplier Personnel.





- f) The Supplier shall designate among the Supplier Personnel assigned to the rendering of the Services a coordinator or project manager who will be the only contact person and liaison with BT and its employees within its facilities. Likewise, BT will designate its own part Coordinator or project manager, who will be the only person at BT keeping contact and liaising with the Supplier Personnel at BT facilities.
- g) The Supplier Personnel assigned to the Services will not interact with both BT or BT employees for the purposes of this contract. Any communication and / or request required between Supplier Personnel at BT must necessarily be channeled through the Supplier coordinator or project manager, who will properly send communications to the BT coordinator or project manager.
- h) Upon BT's request the Supplier shall make available to BT the documents proving the Supplier employment relationship and evidencing compliance with employment, tax and Social Security obligations, including.
- 15.3 BT or its main client shall comply with the following obligations:
- a) To refrain from applying or communicating to Supplier Personnel any measure that may affect their working conditions.
- b) To hold communications regarding the Services or that might affect Supplier Personnel work conditions with Supplier coordinators, and to refrain from taking any measure before there is evidence that this has been communicated to the Supplier coordinator or project manager.
- 15.4 The Supplier Supervisors or project managers will review from time to time Supplier Personnel, individually dealing with the achievement of targets, productivity and career plan, designed by the Supplier for each of its workers.
- 15.5 The Supplier undertakes to ensure Supplier Personnel have the necessary qualification and experience, guaranteeing at all times that the Services are of high standard, in accordance with the requirements of expertise, skill and knowledge that can generally be expected in the rendering of the Services by reputable service companies, and undertakes that the Personnel shall act, in the exercise of their commitments, obligations and work, with the due diligence and in accordance with the generally accepted and acceptable standards of urbanity in the professional work environment. BT and the Supplier will carry out quality controls on the development of the Service, according to the policy and quality parameters previously established by BT and agreed by the Parties.
- 15.6 BT and the Supplier shall carry out quality controls on the performance of the Service, in accordance with the policy and quality parameters previously established by BT and agreed by the Parties.
- 15.7 The Supplier undertakes to ensure Supplier Personnel have the necessary qualification and experience, guaranteeing at all times that the Services are of high standard, in accordance with the requirements of expertise, skill and knowledge that can generally be expected in the rendering of the Services by reputable service companies, and undertakes that the Personnel shall act, in the exercise of their commitments, obligations and work, with the due diligence and in accordance with the generally accepted and acceptable standards of urbanity in the professional work environment. BT and the Supplier will carry out quality controls on the development of the Service, according to the policy and quality parameters previously established by BT and agreed by the Parties.
- 15.8 BT and the Supplier Coordinators or project managers shall meet from time to time to discuss the execution and development of the Service, in accordance with the this Agreement and its Annexes.
- 15.9 BT shall not be liable for any loss or damage to the property of the Supplier or the Supplier's Personnel while they are on a BT premises.
- 15.10 The Supplier shall indemnify BT for any claim for damages or losses of any other kind, and / or for any complaint that may be received jointly and severally, subsidiarily or through the exercise of any direct or indirect action, in relation to the Supplier Personnel, including and without constituting a limitation, payments to Social Security, severance payments, amounts paid in out-of-court labor agreements or any other payment of amount, sanction, tax or any other concept that may be required of BT, as a consequence of non-compliance by the Supplier of the obligations provided.
- 16. Additional security measures applicable to data access/processing**
- 16.1 This section sets out the security obligations to be complied with by the Supplier in the provision of services to BT, where the provision involves access to BT's or third party's data relating to it, which are either personal or non-confidential, and are additional and complementary to those set out in the Data Protection condition.
- 16.2 Unless BT requests that it be provided, the Supplier shall delete the data processed or generated after the end of the contract or the legal period in which the data must be retained by the Seller by operation of law.
- 16.3 The Supplier assumes responsibility for making public and disclosing to all persons directly or indirectly involved in the processing of the data the security measures, rules and procedures adopted to ensure the security of the data, preventing their alteration, loss, processing or unauthorised access. Likewise, it will inform about the Duty of Secrecy to which it is obliged by Law. The Supplier thus assumes the responsibility of ensuring that all those persons involved in the processing of the data during the provision of the service are aware of the objectives and scope of their functions, as well as the obligations arising therefrom, the rules they must comply with and the consequences of non-compliance.
- 16.4 Incident Registration System:
- a) The Supplier will establish an Incident Registration System in which it must be recorded:
- Date and time when the incident occurred.
  - Type of incident.
  - Data identifying the person making the notification.
  - Data identifying the person to whom the notification is made.
  - Effects arising from the occurrence.
  - Corrective measure applied.
- b) Any anomaly or malfunction that occurs and that affects or could affect the security of the personal data will be notified immediately to BT, indicating all the points included in point a) above.
- c) The Supplier will take the necessary preventive and/or corrective measures to ensure that the incident is resolved and that the effects on data security and the likelihood of the incident being repeated are eliminated or minimised. BT shall be informed of the characteristics of the measures taken and may dismiss them if they are not considered appropriate.
- 16.5 Access to data:
- a) Only those persons whose intervention is necessary in any of the phases of the processing that makes up the service shall have access to the personal or confidential data, files and resources affected. The Supplier may request from BT a complete list of persons with access to the protected resources (any component part of the information system).
- b) The Supplier will maintain a user map specifying which users have access to which protected resources and the type of access permitted. Access permissions shall be established exclusively on the basis of the needs arising from the functions assigned to the user in such a way as to ensure that access to data and resources is restricted. BT may request a description of the assignments made from the Supplier.
- c) The Supplier will implement user authentication mechanisms with access to the systems that will enable the identity of the user to be checked securely in order to prevent impersonation and unauthorised access.
- d) The Supplier will adopt the necessary security measures to ensure that the authentication processes are secure. Specific security and control standards will be adopted to preserve the quality of user passwords and to control their assignment, distribution and storage in a secure manner. BT may override the security measures adopted by the Supplier if it believes that such measures are insufficient in relation to the security policy implemented by BT. The Supplier must change its passwords at least every year and in any event should be documented in the Security Document.
- e) The Supplier shall implement a mechanism for controlling access to resources that ensures that users' access is restricted exclusively to authorised resources and with the established permissions. It will identify those responsible for the administration of logical access control and only the designated persons will be able to grant, alter or cancel access to the data and resources and always in accordance with the security criteria established by the Data Controller.
- 16.6 Data carriers and backups
- a) Only those people whose intervention is necessary in any of the phases of the treatment that configures the service will have access to the personal or confidential data, files and resources affected. The Supplier may request from BT a complete list of the persons with access to the protected resources (any component part of the information system).
- b) The Supplier will maintain a user map specifying which users have access to which protected resources and the type of access permitted. Access permissions shall be established exclusively on the basis of the needs arising from the functions assigned to the user in such a way as to ensure that access to data and resources is restricted. BT may request a description of the assignments made from the Supplier.
- c) The Supplier will implement user authentication mechanisms with access to the systems that will enable the identity of the user to be checked securely in order to prevent impersonation and unauthorised access.
- d) The Supplier will adopt the necessary security measures to ensure that the authentication processes are secure. Specific security and control standards will be adopted to preserve the quality of user passwords and to control their assignment, distribution and storage in a secure manner. BT may override the security measures adopted by the Supplier if it believes that such measures are insufficient in relation to the security policy implemented by BT. The Supplier must change its passwords at least every year and in any event should be documented in the Security Document.
- e) The Supplier shall implement a mechanism for controlling access to resources that ensures that users' access is restricted exclusively to authorised resources and with the established permissions. It will identify those responsible for the administration of logical access control and only the designated persons will be able to grant, alter or cancel access to the data and resources and always in accordance with the security criteria established by the Data Controller.
- 16.7 Data carriers and backups
- a) All the media containing personal data (both the base data and the data resulting from the processes that make up the treatment object of the service contracted) shall be inventoried and physically identified so that it can always be known:
- Their physical location.
  - Its content.
  - The degree of sensitivity and confidentiality of the information it contains.
- b) The exchange of media containing personal data between the BT and the Supplier will be carried out by adopting the necessary security measures to protect the integrity of the media and the information they contain, as well as the confidentiality of the data, during the transfers that are planned. The Supplier will specify in each case the conditions under which the transfer will be carried out.
- c) The Supplier is responsible for ensuring that the media under its control are not transferred under any circumstances outside the facilities designated for their processing or storage without the knowledge and authorisation of BT. The removal of media and documents containing personal data, including those included in and/or attached to an e-mail, must always be authorised by the Data Controller.
- d) The Supplier shall establish procedures for making backup copies, at least once a week. Likewise, the Supplier will establish procedures for the recovery of the data that guarantee at all times their reconstruction in the state in which they were at the time of the loss or destruction.
- e) The Supplier will be responsible for verifying every six months the correct definition, operation and application of the procedures for making backup copies and recovering data.
- 17. ANTI-BRIBERY OBLIGATIONS**
- 17.1 In this Condition "Affiliate" means in relation to the Supplier, (i) any person or entity under its control, and (ii) any person or entity that controls it and (iii) any other person or entity under the control of a person or entity supervising it under (i).
- 17.2 The Supplier undertakes that
- a) ensure that it and its Subsidiaries engage only in legitimate business and ethical practices and abide by and comply with all applicable laws, including, but not limited to, the anti-corruption laws of any country in which the Contract is executed, in the United Kingdom and the United States
- b) not give, offer, agree or promise, and cause its Affiliates not to provide, directly or indirectly, any money or anything else of value to anyone or seek or receive any money or anything else of value from anyone, as an inducement or reward for favorable action or forbearance from any action or exercise of influence. This applies to any gift, offer, agreement or promise to do so to any official government, national or regional, to any director or head of any corporate body or to any other person;
- c) neither he, nor his Affiliates, contractors, officers, directors employees, shareholders (whose shares are not listed), members or agents are a "Politically Exposed Person". This is defined as: a person who in the last twelve (12) months held a significant public office in any state and his family members and close associates. A significant public function includes: heads of state, heads of government and ministers; members of parliament; members of high-level judicial bodies; ambassadors, chargé d'affaires and high-ranking military officers; as well as members of administrative, managerial or supervisory bodies of state-owned enterprises;
- d) all information provided by the Supplier to BT and its representatives in connection with its obligations under this Condition is current, accurate and complete. If there are any material changes to this information, the Supplier will notify BT of such changes as soon as practicable. BT may terminate the Agreement if it does not agree to such changes;
- e) prior to engaging a subagent to perform the services on behalf of BT under the Agreement, the Supplier will obtain BT's written approval and will procure that each subagent agrees in writing to the provisions set out in this Term (mutatis mutandis);
- f) at BT's request, the Supplier will provide documents and information to BT confirming the compliance of the Supplier and its Affiliates with this Term and will permit BT (or its agents) to review, at any time, the books and records of the Affiliates, in relation to work carried out on behalf of BT;
- g) if there are any changes in its ownership, the Supplier will inform BT of such changes as soon as practicable. BT may terminate the Contract if BT does not agree to such changes. In respect of listed companies, this paragraph 2(g) applies only if a new owner or group of owners acquires 5% or more of the Supplier's voting share capital; and
- h) maintain a separate account for all amounts received by it under the Contract and for all payments made by it in connection with its role of providing services to BT under the Contract, maintain such account in sufficient detail to enable the transactions and the destination of any payments to be verified to the satisfaction of BT and make such account available to BT or its agents, from time to time, on request, for such verification.
- 17.3 Notwithstanding anything in the Agreement to the contrary, where it is admitted or found that the Supplier or any of its Affiliates has breached paragraph 2 of this Condition or that any representation or statement made by the Supplier or any of its Affiliates in relation to this Condition is materially incorrect:
- a) BT will have the option to terminate the Contract immediately;
- b) the Supplier shall lose the right to any commission due from BT; and
- c) the Supplier shall indemnify BT against any liability arising therefrom.





17.4 The provisions of paragraphs 2 and 3 of this Term shall survive any termination or expiry of the Agreement.

**18. LAW AND JURISDICTION**

18.1 The Agreement is governed by and construed in accordance with the laws of Spain. The Parties irrevocably agree that the Courts of Madrid will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement.

18.2 The invalidity and, therefore, the inapplicability of any of the sections and/or annexes comprising these GTC shall not give rise to the invalidity of the remaining sections, which shall remain in force.

**19. DEFINED TERMS AND INTERPRETATION**

19.1 The following terms and expressions will have the following meanings:

**"Applicable Law"** means laws, regulations, regulatory guidance, obligations, enactments, statutory duties, or rules (including mandatory and legally required industry codes, binding codes of conduct and binding statements of principle incorporated and contained in such rules) applicable to the existence or operation of the Contract or the supply of the Goods, Software or Services from time to time, including (a) as modified, re-enacted or consolidated from time to time; and (b) any applicable subordinate legislation made from time to time;

**"Authority"** means any regulatory, governmental and/or judicial authority (including any public prosecution service) or any self-regulatory organisation, securities exchange, securities association or agency charged with enforcing the Applicable Laws and/or any Regulatory Matters from time to time. For the avoidance of doubt, the term Authority includes any replacement or successor of an Authority; **"BT Customer"** means an existing or potential BT customer;

**"BT Group"** means BT Global ICT Business Spain, S.L.U. with address at C/ María Tubau, 3, 28050 and any of its Affiliate or companies within the BT Group.

**"Charges"** mean the fees and charges payable by BT to the Supplier in relation to the relevant Goods, Software or Services as set out in the Contract;

**"Confidential Information"** means any and all information, however it is conveyed and whether or not it is designated as "confidential", disclosed by one Party or its employees, agents, Group Companies, officers or advisers, to the other Party under or in connection with the Contract and whether disclosed before, on or after the date of any such agreement including whether in tangible or other form (a)

the terms of the Contract; (b) all technical or commercial know-how, Intellectual Property Rights, pricing, specifications, reports, data, notes, documentation, drawings, computer programs, computer outputs, designs, circuit diagrams, models, patterns, samples, inventions (whether capable of being patented or not), developments, trade secrets, processes or initiatives that are of a confidential nature; (c) any information that ought to be reasonably regarded as confidential and relating to the business, affairs, customers, personnel, clients, suppliers, plans or strategy of the disclosing Party or its Group Companies; (d) the operations, product information, designs, trade secrets or software of the disclosing Party or its Group Companies; and (e) any information disclosed by a BT Customer to the Supplier;

**"Controller", "Personal Data", "Personal Data Breach" "Process/Processing"** and **"Processor"** will have the meanings ascribed to them in the Directive, and/or in the GDPR;

**"Data Protection Legislation"** means collectively (i) the GDPR; (ii) Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights; (iii) any other applicable national privacy laws; (iv) any successor or replacement laws; and (v) any binding guidance or code of practice issued by a Supervisory Authority;

**"Defect"** means (a) the failure of any of the Goods or Software or, in BT's reasonable opinion, the likely failure of any of the Goods or Software to conform or operate in accordance with the Contract; or (b) where the quality of any of the Goods or Software (including its development, performance or output) (i) is such that they are not as a person may be generally and/or reasonably entitled to expect; (ii) is not satisfactory for any purposes for which such Goods or Software are usually purchased or used; (iii) does not meet the BT Requirements; or (iv) is not otherwise in accordance with the Contract, and **"Defective"** will be construed accordingly;

**"Deliverable"** means Materials which are to be prepared or created by or on behalf of the Supplier, a Supplier Group Company or any Subcontractor in the course of fulfilling the obligations under the Contract;

**"Directive"** means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995;

**"GDPR"** means General Data Protection Regulation (EU) 2016/679 repealing the Directive, and any amendment or

replacement to it (including any corresponding or equivalent national law or regulation which implements the GDPR);

**"General Conditions"** means this document comprising Sections 1 to 19 and its Schedules;

**"Goods"** means the goods (including any firmware and associated software) as set out in the Contract (but excludes any Software to the extent it is licensed separately);

**"Information"** means information whether in tangible or any other form, including, without limitation, specifications, reports, data, notes, documentation, drawings, software, computer outputs, designs, circuit diagrams, models, patterns, samples, inventions, (whether capable of being patented or not) and know-how, and the media (if any) upon which such information is supplied;

**"Intellectual Property Rights"** means any trade mark, service mark, trade and business name, internet domain names, patent, petty patent, copyright and related rights, database right, rights in designs, semiconductor topography right, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), or any similar intellectual property rights in any part of the world, whether registered or unregistered, including any applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights which subsist or will subsist now or in the future in any part of the world;

**"Minimum security measures to be implemented by Suppliers"** means the security measures available at [Selling to BT](#), that Suppliers or their subcontractors must implement as a minimum;

**"Policy"** and **"Policies"** means the policies and generic standards of BT and the BT Group accessible on the Policies Portal (as each policy or generic standard is amended by BT and notified to the Supplier from time to time through the Policies Portal);

**"Policies Portal"** means the online repository for the Policies accessible at <https://groupextranet.bt.com/selling2bt/PoliciesPortal/index.html> or any other URL that may be notified to the Supplier from time to time;

**"Services"** means any or all of the services as set out in the Contract including the provision of Supplier Materials and/or Deliverables;

**"Supplier"** means the supplier of the Goods, Software or Services named in the Purchase Order;

The Supplier acknowledges and agrees to this General Purchasing Terms.

**SUPPLIER:** .....

Signed Date 202X, Month XXth

Representative Name: .....

Position: .....

