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1 DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions, unless the context otherwise requires, the words set out in the table at condition 71 (*Defined Terms*) have the meanings set out in that table.
- 1.2 In the Contract, unless the context otherwise requires, a reference to a statute or statutory provision includes:
- any orders, regulations, codes of practice, instruments or other subordinate legislation made under it; and
 - subject to condition 51 (*Change in Law*), any statute or statutory provision as enacts, re-enacts, amends, extends, consolidates or replaces the same either before or during the Term.
- 1.3 The use of the singular includes the plural and vice versa and use of any gender includes all genders.
- 1.4 Unless the context requires otherwise, any reference to **person** includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having legal personality).
- 1.5 The use of **including** and similar expressions does not limit the generality of any preceding words.
- 1.6 The language of this Contract is English and all Results, notices, documents, correspondence and any other information must be in English unless agreed otherwise by RWE in writing (and **writing** includes emails).

2 CONTRACT FORMATION

- 2.1 Any UK registered Affiliate of RWE AG may be named in and raise an Order.
- 2.2 An Order is an offer by RWE to purchase the Services from the Consultant.
- 2.3 The Consultant accepts RWE's offer either by expressly giving to RWE written notice of acceptance (including returning a signed Order) or impliedly by fulfilling the Order in whole or part (**Accept, Acceptance**).
- 2.4 On Acceptance, a contract is made between RWE and the Consultant which is comprised of and subject to the contents of the Order and these Conditions (**Contract**).

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2.5 Subject to condition 7 (*Change Control*) and 62 (*Variation*), unless expressly set out in an Order, these Conditions prevail over any other terms and conditions, any Consultant quotes or proposals or any other communication relating to the Services. If there is any inconsistency between any content of the Order and these Conditions, the Order prevails.

3 APPOINTMENT

3.1 On Acceptance, RWE appoints the Consultant to supply the Services on the terms of and to the standards required in the Contract and the Consultant agrees to so supply the Services.

3.2 The appointment of the Consultant is not exclusive and nothing in the Contract gives or is deemed to give the Consultant exclusive rights to supply any Services to RWE or its Affiliates.

3.3 In all respects the relationship of the Consultant to RWE is that of an independent contractor providing services to RWE and neither the Consultant nor its Personnel are or are deemed to be employees of RWE.

4 TERM

4.1 Subject to conditions 15 (*Defaults*), 33.3 (c) and 63 (*Cumulative Remedies*), the Contract comes into effect on the Commencement Date and (unless terminated at an earlier date under the Conditions) terminates automatically when all obligations under the **contract** have been fulfilled (**Term**).

5 CONTRACT MANAGEMENT

5.1 The Consultant appoints and notifies RWE of the contact details of a Consultant Representative who is the Consultant's principal contact with RWE in relation to the Contract and who directs and controls the overall performance of the Services for and on behalf of the Consultant. Such person or any replacement notified to RWE from time to time has full authority and competence to act on behalf of the Consultant for all purposes of the Contract.

5.2 The Consultant, if requested, upon reasonable notice and during normal office hours on business days attends such meetings at RWE's premises (or such other place as may be agreed) as is reasonably required by RWE from time to time to review the Services. Any such review is without prejudice to rights and obligations under the Contract.

5.3 The Consultant Representative:

- (a) attends at, takes and retains minutes of all meetings relating to the Contract;
- (b) keeps written records of all communications relating to the Contract including all relevant communications between RWE, the Consultant and any third parties; and
- (c) distributes these minutes and/or records of communication as reasonably requested by RWE.

6 RWE REPRESENTATIVE

6.1 If RWE appoints a person to act as an RWE Representative, RWE notifies the Consultant and the Consultant proceeds in accordance with any decisions made and instructions given by RWE's Representative PROVIDED THAT any such decision and/or instruction is consistent with this Contract.

6.2 RWE may appoint any person to act in replacement of any RWE Representative and notifies the Consultant of any change.

7 CHANGE CONTROL

7.1 RWE may in writing request a variation to an Order or Specification at any time prior to the Target Completion Date.

7.2 Where RWE requests such a variation and is not material, the change is made and/or is deemed to be made with no adjustment to Fees or Target Completion Date unless otherwise agreed between the Parties.

7.3 Where a Change Request is raised by the Consultant or where a Change Request is raised by RWE and is material, the Parties seek to agree the Change Request and any necessary changes in the Fees or Target Completion Date.

7.4 If no agreement is reached within a reasonable time in all the circumstances, RWE either elects not to proceed with the Change Request or RWE, acting reasonably, assesses and determines the required changes to Fees and/or to the Target Completion Date and instructs the Consultant to proceed..

7.5 If the Consultant disagrees with the RWE determination, subject to condition 8 (*Consultant to Proceed*), it escalates under condition 55 (*Escalation*).

7.6 Subject to the above provisions of this condition, no variation of this Contract or any part of it is valid unless it is in writing, expressed to be a variation to this Contract and signed or approved by or on behalf of each Party.

8 CONSULTANT TO PROCEED

8.1 Unless otherwise stated in a Change Request, upon receipt of a Change Request, the Consultant proceeds immediately with the Services described in the Change Request as if such change is stated in the Contract.

8.2 The Consultant does not delay the commencement of a Change Request pending agreement, determination, escalation or dispute of any extension of the Target Completion Date or adjustment to the Fees and keeps records of the cost of

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undertaking the Change Request and of time expended. The Consultant permits RWE or any person on its behalf to inspect such records on notice and at all reasonable times.

9 OBLIGATIONS OF THE CONSULTANT

9.1 The Consultant at all times during the Term:

- (a) complies with all Applicable Law, rules, guidelines, quality and safety standards and codes of practice applicable to the supply of the Services;
- (b) performs the Services with reasonable skill, expertise, care and diligence and in accordance with Good Industry Practice;
- (c) ensures that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
- (d) carries out all risk assessments and ensures safe organisation and implementation of the supply of the Services;
- (e) provides all Staff for the provision of the Services and competently supervises them at all times.

9.2 The Consultant must not act (or omit to act) so as to, in the sole opinion of RWE, bring RWE's name or the name of any RWE Affiliate into disrepute or damage their respective reputation(s), goodwill or business interests.

9.3 The Consultant, at its own cost, supplies its Staff with training and all necessary equipment including safety equipment.

9.4 The Consultant provides safe systems of work for all activities performed under the Contract.

10 METHOD OF WORKING

10.1 The Consultant adopts its own general method of working.

10.2 The Consultant complies with any reasonable requests of RWE in relation to the provision of the Services and co-operates with RWE Personnel.

11 PROVISION OF SERVICES

11.1 The Consultant:

- (a) supplies the Services as set out in the Order and in accordance with the Specification, Applicable Law and the Conditions and procures that any Results are fit for any purpose expressly made known to the Consultant by RWE;
- (b) supplies any goods and any other tools and equipment necessary to properly and efficiently supply the Services;

12 PROGRESS

12.1 The Consultant submits progress reports as required by RWE and attends review meetings.

12.2 The Consultant notifies RWE without delay if any circumstances arise which could delay performance of the Services and states the measures being taken to mitigate such delay.

13 DELIVERY

13.1 When stated in the Order, on request of RWE or otherwise as and when they become available during the performance of the Services, the Consultant submits to RWE the Results in draft for review and comment.

13.2 Any inspection, endorsement, review or comment (or any omission to inspect, review or endorse) by or on behalf of RWE is without prejudice to any rights or obligations under this Contract.

13.3 On or before the Target Completion Date, the Consultant submits the final Results to RWE in such form as is set out in the Specification or if none is so stated, in a form that is easily accessible to RWE.

14 REMEDIES FOR LATE DELIVERY

14.1 Without prejudice to any rights or obligations of a Party under the Contract or at law, on each occasion when the Consultant fails to perform a material aspect of the Services by the Target Completion Date, RWE may (at its sole discretion) elect to:

- (a) suspend payments or cease to pay and cease to be liable to pay any sum due and payable for the delayed Services; and/or
- (b) charge to the Consultant the costs, losses or expenses which RWE incurs as a result of that delay including:
 - (i) the additional costs incurred by RWE in obtaining replacement Services either from its own resources or from a third party; and
 - (ii) the value of any payments contractually due and payable to third parties because RWE relied on the Consultant performing the Services on or before the Target Completion Date; and/or
- (c) require the Consultant to remedy immediately any failure to perform the Services in accordance with the terms of the Contract at its own cost, and
- (d) in the event the failure to deliver or delay is not remedied on before the expiry of twenty-eight (28) days of the Target Completion Date (or such other extended time of delay as RWE may elect), terminate the Contract on written notice for Consultant Default.

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15 DEFAULTS

- 15.1 The Consultant is responsible for any Default and/or Defects in the Services and/or the Results.
- 15.2 Without prejudice to any rights or obligations of a Party under the Contract or at law, RWE may, by notice in writing to the Consultant notify the Consultant of a Default or Defect (**Default Notice**) PROVIDING THAT the Default occurred or can reasonably be deemed to have occurred within the Guarantee Period.
- 15.3 RWE may, when giving notice of a Default, elect to reject any Defective Services or Results, setting out in the Default Notice the reasons for rejection and (unless otherwise agreed) returns or destroys rejected Results at the Consultant's risk and expense.
- 15.4 On the issue of a Default Notice, the Consultant at RWE's sole discretion, either:
- (a) credits and/or pays to RWE the sums referred to in condition 15.5 and 15.6 for any rejected Services; or
 - (b) as soon as practicable (and in any event within five (5) days) rectifies any Default and/or repeats, replaces or repairs any Defective Services PROVIDED THAT if the Consultant repeats, modifies, repairs or replaces the Services, the modified, repaired or replacement services:
 - (i) must not diminish or curtail any of the required functions, features, facilities or the performance of the Services; and
 - (ii) must comply with the warranties, standards and obligations contained in this Contract and RWE has the same rights in respect of them; or
 - (c) reduces the Fee for the Services taking into account the Default.
- 15.5 If a Default is not rectified or a Defect is not replaced or repaired in accordance with condition 15.4 (b), the Consultant immediately on request refunds and/or credits the Fee paid or payable by RWE to the Consultant in respect of the Default.
- 15.6 In relation to any Default, whether or not Defective Services are rejected, the Consultant pays RWE immediately on request for:
- (a) any wasted cost; and/or
 - (b) additional expenditure reasonably incurred by RWE in obtaining either:
 - (i) rectification or remediation of any Default and any consequences of such Default; or
 - (ii) repeat or replacement services the same as or similar to the Defective Services,
- in each case whether by using its own resources or from a third party; and
- (c) any sums contractually due and payable to third parties because RWE relied on the Consultant complying with its obligations under the Contract and/or supplying the Services without Default or Defect.
- 15.7 A further Guarantee Period for any remedy to, repeat or replacement of the Services by the Consultant commences on the date of Delivery of the remedied, repeated or replaced Services.
- 15.8 Where a Default relates to the Consultant's unlawful restraint of competition or any other breach of anti-trust or anti-competitive applicable law in each case prior to, during the Term or on expiry or earlier termination of this Contract, the Consultant shall pay to RWE by way of liquidated damages and without affecting other rights and obligations the sum equivalent to 15% of the aggregate Fees.

16 SITE CONDITIONS

- 16.1 The Consultant inspects and examines and/or is deemed to have inspected and examined the Site and its surroundings and all information available in connection with them and to have fully acquainted and satisfied itself so far as is practicable before Acceptance as to the conditions of the Site and generally to have obtained for itself all necessary information as to risks, contingencies and all other circumstances which may influence or affect the supply of the Services.
- 16.2 The Consultant may not make any claim for loss, expense and/or time to complete the Services arising from the Consultant's failure to do so or from the Consultant's interpretation of any inspection or information.

17 RELIANCE ON RWE INFORMATION

- 17.1 RWE may, on request and without prejudice to any rights or obligations under the Contract or at law, supply the Consultant with information in RWE's possession in relation to the Site and that RWE considers is necessary for the supply of the Services.
- 17.2 RWE does not warrant the adequacy, accuracy or sufficiency of any information supplied by or on behalf of RWE.
- 17.3 The Consultant takes all necessary steps to obtain all necessary information for undertaking the supply of the Services at the Site in accordance with the Contract and for checking the adequacy, accuracy and sufficiency of the information it obtains including any supplied by or on behalf of RWE.
- 17.4 The Consultant promptly notifies RWE if it considers that information supplied by or on behalf of RWE is insufficient or if there are any material inconsistencies or inaccuracies in any of it.

18 CONSULTANT STAFF

- 18.1 The Consultant ensures that:

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- (a) no relationship of employer and employee is created as between RWE and the Consultant and/or any of the Consultant's Staff; and
- (b) there is no contract between RWE and any Consultant Staff;
- (c) Staff are suitably qualified, competent, skilled and experienced and are trained and able to deliver and supply the Services safely and in compliance with this Contract;
- (d) all equipment and other tools used are in a good, legal and serviceable condition;
- (e) it puts procedures in place to ensure that Staff are able to understand and comply with oral and written instructions given by RWE including those which relate to health and safety; and
- (f) it puts in place suitable precautions to prevent damage to property or injury to persons.

- 18.2 Prior to any Staff supplying Services, the Consultant, to the extent lawful, ensures that each member of Staff has satisfied any checks or vetting requirements which may be appropriate according to Good Industry Practice or which are reasonably notified by RWE to the Consultant. Such vetting requirements include: checking identities, rights to work in the UK, references, qualifications, records and checks from the Disclosure and Barring Service, FCA compliance, NIS Regulations compliance and driving licences. The Consultant keeps records of such checks and shows the records to RWE if RWE asks to see them.
- 18.3 The Consultant does not (without RWE prior written consent) use any Staff to supply the Services who, to the Consultant's knowledge, having made all reasonable enquiries in accordance with condition 18.2, has been convicted of any crime involving violence or threat of violence, theft or other dishonest conduct, drugs or controlled substances, cyber or computer-related crimes or similar crimes which create an increased risk to persons or property.
- 18.4 The Consultant supplies any information reasonably requested by RWE in relation to the Consultant's Staff who are supplying the Services within ten (10) Business Days of such request being made and includes RWE raising queries to check, if it so elects and without prejudice to the Consultant's obligations, the competence of the Consultant Representative.
- 18.5 The Consultant makes appropriate PAYE deductions for tax and national insurance contributions from the remuneration which the Consultant, as an employer, pays to Staff.
- 18.6 The Consultant indemnifies RWE and RWE Affiliates on a full indemnity basis against any Loss suffered or incurred by RWE and RWE Affiliates as a result of any failure by the Consultant and/or its Staff to comply with the obligations under this condition or any associated statutory duty.
- 18.7 Any breach of this condition is a material breach and entitles RWE to terminate this Contract for Consultant Default.

19 OBLIGATIONS OF RWE

- 19.1 Throughout the Term, RWE makes available any RWE Representative or other appropriate Personnel to liaise with the Consultant and provide such information and give such decisions within a reasonable time as may be properly requested by the Consultant and reasonably required to enable the Consultant to perform the Services in accordance with this Contract.

20 FEES

- 20.1 In consideration for the supply of the Services, RWE pays the Fees in the amounts, at the rate and/or at the frequency set out in the Order.
- 20.2 The Fees are inclusive of all cost and/or expenses associated with the supply of the Services and compliance with all obligations under this Contract including subsistence, accommodation, supply of equipment or tools.

21 INVOICING

- 21.1 The Consultant invoices the Fees at the time and frequency as set out in the Order and if not so set out, within a calendar month after the month of the completion of the Services.
- 21.2 All invoices contain the information and are sent to the address specified in the Order and if none is so specified, the Consultant sends invoices in PDF format to invoice@rwe.com with a copy to the RWE Representative including at least the Order number, RWE legal entity, a description of the Services, the Fees, the Target Completion Date and other sufficient detail to enable RWE to verify the Fees.
- 21.3 Paper copy invoices are not required but if they are sent, the Consultant posts them to the RWE legal entity name as shown on the Order, Accounts Payable, Zentraler Rechnungseingang, D-45096 Essen. Any general invoicing or payment enquiries may be emailed to accounting_services@rwe.com or telephone enquiries to +44 (0)179 389 2016 (Accounts Payable).
- 21.4 RWE sends remittance advices electronically to the email address supplied in advance by the Consultant to accounting_services@rwe.com.

22 PAYMENT TERMS

- 22.1 The final date for the payment of the invoice by RWE is the number of calendar days as expressed in the Order after receipt by RWE of a valid VAT invoice for the amount due and if no date is so specified, the final date for payment is thirty (30) days after receipt by RWE of a valid VAT invoice for the correct and undisputed amount due.
- 22.2 RWE may return any invoices which are not submitted in accordance with condition 21 (*Invoicing*).
- 22.3 RWE pays any undisputed element of the invoice by the final date for payment.
- 22.4 Condition 25 (*Default Interest*) does not apply to any withheld element of an invoice pending any dispute escalation, resolution or

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determination.

22.5 Payment by RWE is without prejudice to any obligations or rights of either Party under the Contract.

23 RECORDS OF WORK

23.1 If Fees are calculated by applying rates set out in the Order or otherwise agreed between the Parties, the Consultant maintains time sheets in units of time worked by its Personnel in the form specified by RWE from time to time to verify time worked on the Services. Such time sheets are available for inspection by or copied and submitted to RWE as required by RWE.

24 SET OFF

24.1 RWE may at any time, on written notice, set off any Consultant liability to RWE or to any RWE Affiliate under this Contract against any liability that RWE or any RWE Affiliate may owe to the Consultant under this Contract.

25 DEFAULT INTEREST

25.1 If either Party fails to pay any sum due and payable under the Contract when due (whether before or after any judgement) the liability of that Party is increased to include interest on that sum from the date when such sum is due and payable until the date of the actual payment at a rate of 3% over the base rate from time to time of the Bank of England. Such interest accrues daily and is compounded monthly. The Parties agree that this is a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

26 VAT

26.1 Any sum expressed to be due from one Party to the other under this Contract for a taxable supply is exclusive of value added tax (VAT) payable on it and the recipient of the supply shall pay an amount equal to such VAT in addition to any such sum on receipt of a valid VAT invoice from the supplying Party.

27 TAX AND OTHER LIABILITIES

27.1 The Consultant is responsible for any tax (including income tax) liabilities and National Insurance or similar contributions required by statutory authorities to be made in respect of any payments due and payable or paid by RWE to the Consultant under the Contract.

27.2 The Consultant indemnifies RWE in respect of any claims that may be made by the relevant authorities against RWE in respect of any Loss and/or:

- (a) any tax (including income tax and including penalties and interest charges); and
- (b) National Insurance or similar contributions

in each case relating to the supply of the Services by or on behalf the Consultant under this Contract and/or any payments made by RWE to the Consultant under the Contract.

28 INSURANCE

28.1 Without prejudice to any rights or obligations of a Party under the Contract or at law, the Consultant takes out and maintains in force for the Term and for the period of time over which the Consultant has continuing liabilities under this Contract, with reputable and substantial insurers with a UK branch, the following insurances, to be evidenced by certificates of insurance made available to RWE within seven (7) days of request:

- (a) employer's liability insurance in the amount of at least five million pounds GB sterling (£5,000,000) for any one occurrence or the amount required by Applicable Law, whichever is higher;
- (b) public liability insurance including against liability to third parties for any death or personal injury and loss of or damage to any physical property arising out of or in connection with the carrying out of the Services in the amount of at least ten million pounds GB sterling (£10,000,000) for any one occurrence;
- (c) professional indemnity insurance in the amount of at least five million pounds GB sterling (£5,000,000) for any one occurrence;
- (d) such other insurances as Applicable Law requires.

28.2 The Consultant ensures that the professional indemnity policy shall remain in force for a period of 6 years from termination or earlier expiry of the Term.

28.3 Without prejudice to any rights or obligations of a Party under the Contract or at law, the Consultant at all times complies with all terms and conditions of the insurance policies and the Consultant gives to RWE not less than thirty (30) days advance written notice of any lapse or risk of lapse, cancellation of or material change to the insurance cover from time to time in place.

28.4 Deductibles applying under any insurance are for the Consultant's account where such deductibles relate to Loss for which the Consultant is responsible under the Contract.

28.5 The Consultant gives to RWE (and procures that its Personnel gives) all such reasonable assistance and necessary information and documentation for the purpose of making or processing claims under the insurances.

28.6 Where the Consultant fails to have or maintain insurance where it is required under this Contract, RWE may take out such insurance

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and claim the cost from the Consultant or set off or deduct such cost from any sum due and payable to the Consultant.

29 LIABILITY

- 29.1 Without prejudice to any rights or obligations of a Party under the Contract or at law, each Party informs the other of any Default under the Contract and affords the other a reasonable opportunity to correct such Default.
- 29.2 No Party excludes or limits liability for:
- (a) death or personal injury caused by its negligence or the negligence of its Personnel;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;
 - (d) any breach of this Contract that results from the wilful act or omission of a Party or its Personnel; or
 - (e) any liability which cannot by law be excluded or limited.
- 29.3 Subject to condition 29.2, neither Party is liable to the other or to any other person for loss of direct or indirect profits or other economic or financial loss including business, contracts, revenues, goodwill, production, anticipated savings, indirect or consequential loss.
- 29.4 Subject to conditions 29.2 and 29.3 (and excluding any debt or liability for any indemnity which is expressed to have its own maximum aggregate debt or liability), the Consultant's liability under the Contract (excluding its liability to rectify, repeat or replace a Defect) does not exceed in aggregate a sum equal to double the estimated value of the Fees for Services that are, as of the Commencement Date, Ordered SAVE THAT where any Consultant liability relates to an event which is insurable under the insurances required under this Contract, such maximum liability extends to the value of the minimum insured amount required as set out in condition 28 (*Insurance*).
- 29.5 Subject to condition 29.2 and 29.3, RWE's liability under the Contract (excluding its liability to pay the Fees due and payable for Services Delivered and not cancelled or rejected and further excluding any debt or liability relating to an indemnity which is expressed to have its own maximum aggregate debt or liability) does not exceed the sum of five hundred thousand pounds GB sterling (£500,000).
- 29.6 Nothing in this Contract restricts or limits a Party's obligation to take such steps as it is reasonably practicable to do so to mitigate a Loss which it may suffer or incur and seek to claim under this Contract by way of an indemnity or otherwise.

30 FORCE MAJEURE

- 30.1 Subject to condition 30.2, neither Party is deemed to be in breach of the Contract or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that such delay or non-performance is caused by an Event of Force Majeure.
- 30.2 The Party affected by the Event of Force Majeure immediately gives the other Party written notice of the nature and extent of the Event of Force Majeure and, subject to condition 7 (*Change Control*), takes such steps as are reasonably practicable in all the circumstances to prevent, mitigate and reduce to a minimum the adverse effect of any Event of Force Majeure.
- 30.3 If:
- (a) a written notice in relation to an Event of Force Majeure is not withdrawn within one (1) month or such other longer period of time as RWE may determine; or
 - (b) Loss is incurred by RWE which exceeds in aggregate a sum equal to 50% of the Fees which would otherwise be due and payable under the Contract for the Term but for any disruption or suspension by an Event of Force Majeure (or any higher sum as RWE may determine),
- then RWE may on written notice terminate the Contract on a no fault basis with immediate effect.
- 30.4 Unless terminated under condition 30.3, when the Event of Force Majeure ceases, each Party, in consultation with each other, takes such steps as are reasonably practicable in all the circumstances to resume normal performance of their respective obligations under the Contract.

31 TERMINATION AT WILL

- 31.1 RWE may terminate the Contract at will at any time by giving the Consultant written notice.

32 TERMINATION FOR DEFAULT

- 32.1 Without prejudice to any rights or obligations of a Party under the Contract or at law, a Party (**Non-Defaulting Party**) may terminate the Contract immediately (unless otherwise stated) by notice in writing to the other Party (**Defaulting Party**) if the Defaulting Party or any of its Personnel:
- (a) commits a material breach of the Contract and remains in material breach not less than thirty (30) days after being notified in writing of such breach and being requested to rectify it;
 - (b) is in material breach of the Contract and, in the reasonable opinion of the Non-Defaulting Party, the breach is not capable of remedy;
 - (c) is in persistent breach of any of the obligations under the Contract (whether or not such breaches are material in nature or are capable of being remedied or have been remedied at any time previously by the Defaulting Party). A persistent breach occurs

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where a Defaulting Party or its Personnel is in breach of any of its obligations (whether it is the same obligation or not) three (3) times in any six (6) month period or the Term (whichever is shorter);

- (d) fails to pay any undisputed amount due under this Contract on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment (and such amount remains not in dispute);
- (e) passes a resolution or a petition is filed or an order is made for or in connection with the winding up of the Defaulting Party (otherwise than for the purpose of solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations under the Contract of the Defaulting Party) or the Defaulting Party becomes subject to an administration order or an administrator, receiver or administrative receiver is appointed of all or part of the Defaulting Party's undertaking and assets;
- (f) suspends, ceases or threatens to suspend or cease to carry on its business or a substantial part of it or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (g) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors (other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction where the resulting entity assumes all of the obligations under the Contract of the Defaulting Party);
- (h) has a creditor or encumbrancer attach or take possession of or it becomes subject to a distress, execution, sequestration or other such process in relation to the whole or any part of its assets and such attachment or process is not discharged within fourteen days;
- (i) has an application made in court or an order is made in relation to it for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it;
- (j) has a floating charge holder over its assets become entitled to appoint or has appointed an administrative receiver;
- (k) has a person become entitled to appoint a receiver over its assets or a receiver is appointed over its assets;
- (l) becomes insolvent (within the meaning of the Insolvency Act 1986) or makes or proposes to make any arrangement or composition with its creditors;
- (m) suffers any analogous event to those set out in conditions (e) to (l) in any other jurisdiction.

32.2 If a right to terminate the Contract accrues to RWE pursuant to conditions (e) to (m) inclusive, RWE may, at its absolute discretion, give the option to any relevant receiver or administrator of carrying out the obligations of the Consultant as an agent on behalf of the Consultant, subject to the provision by the receiver or administrator of a guarantee or performance bond or other satisfactory security in the terms required by RWE for the performance of the Consultant's obligations and to guarantee any sums payable to RWE in relation to the Contract or to any breach of it.

32.3 RWE may terminate the Contract if the Consultant:-

- (a) suffers a deterioration of its financial position to such an extent that in the opinion of RWE the capability of the Consultant adequately to fulfil its obligations under the Contract is placed in jeopardy.
- (b) or its Personnel refuses or neglects to comply with any reasonable and lawful directions of RWE;
- (c) or its Personnel commits any misconduct, negligence, fraud or other dishonesty or acts (or fails to act) in any manner which in the opinion of RWE:
 - (i) brings or is likely to bring its Personnel, the Consultant, RWE or any RWE Affiliate into disrepute; or
 - (ii) harms the name of or is adversely prejudicial to the interests of RWE or any RWE Affiliate; or
 - (iii) affects the ability of the Consultant or any of its Personnel to supply the Services.
- (d) an event occurs where an express right to terminate accrues as set out in these Conditions.

33 CONSEQUENCES OF TERMINATION

33.1 Upon termination of the Contract, the Consultant takes immediate steps to bring the Services to an end in an orderly manner and with all reasonable speed and economy and will deliver to RWE all the Results (whether in the course of preparation or completed), all Materials and Confidential Information.

33.2 If the Consultant fails to do so, then RWE may, without prejudice to its other rights or remedies, enter the Consultant's premises or those of its Personnel and take possession of them. Until they have been returned or delivered, the Consultant is solely responsible for their safe keeping and may not use them for any purpose not connected with the Contract.

33.3 Expiry or earlier termination of the Contract will not:

- (a) affect any rights or liabilities accrued as at the date of expiry or earlier termination;
- (b) prejudice other rights or remedies (under these conditions or otherwise); or
- (c) affect the coming into force or the continuation in force of any provisions which expressly or by implication are intended to come into force or continue in force on or after the termination or expiry (including conditions 0 (Definitions and Interpretation), 15 (Defects) 24 (Set Off), 26 (VAT), 27 (Tax and other Liabilities), 28 (Insurance), , 29 (Liability), 33 (Consequences of Termination), 34 (TUPE), 35 (Confidentiality), 36 (IPR Ownership), 37 (Ownership of Results), 39 (IPR Indemnity), 40 (Letter of Reliance), 42 (System Access), 43 (ICT) 49 (Data Protection), 52 (Records), 53 (Right of Audit),, 56 (Adequacy of Damages), 57 (Third Party

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Rights), 58 (*Group Benefit*), 59 (*Notices*) 63 (*Releases and Waivers*), 63 (*Cumulative Remedies*), 66 (*No partnership*), 67 (*Entire Contract*), 70 (*Governing Law*) which, in each case, shall remain in force.

- 33.4 On expiry or earlier termination of the Contract, RWE pays to the Consultant (subject to condition 24 (*Set Off*)) the value of the Fees properly due and payable under the Contract for Results delivered and Services completed (and in each case not cancelled or rejected) on or before the date of expiry or termination (to the extent not already paid to the Consultant).
- 33.5 Save to the extent expressly set out in condition 33.6, RWE has no liability to the Consultant for any other sums including any loss of profit, loss of contracts, loss of revenue, loss of anticipated profits any indirect or consequential losses arising out of or in connection with expiry or termination.
- 33.6 Where RWE terminates this Contract at will or where the Consultant terminates the Contract for an RWE Default, RWE pays to the Consultant, to the extent not already paid under condition 33.4:
- (a) the Fees pro rata for any work in progress Services capable of Delivery and/or Delivered as at the date of termination; and
 - (b) for any cost or expense already contractually committed to and directly incurred by the Consultant on the reasonable expectation that the Contract would not terminate prior to the expiry of its Term,
- in each case PROVIDED THAT the Consultant provides on request documentary evidence of such cost and expense and PROVIDED FURTHER THAT RWE does not pay to the Consultant any sum that exceeds the value of the Fees for the balance of the Term which would have been due and payable had the Contract not terminated early.
- 33.7 Where RWE terminates this Contract for Consultant Default:-
- (a) RWE is under no obligation to make further payment to the Consultant;
 - (b) RWE may itself carry out and complete the Services and/or employ and pay other persons to do so;
 - (c) upon completion of the Services, RWE ascertains and notifies the Consultant of the cost to it of completing the Services and if such amounts, when added to the Fees due and payable to the Consultant for Services Delivered on or before termination exceed the total amount of the Fees that would have been payable to the Consultant had early termination not occurred and on due and proper completion of the Services, then the Consultant, subject to condition 29 (*Liability*) pays to RWE the amount of such excess; and
 - (d) the Consultant pays to RWE the value of any payments contractually due and payable to third parties and any other direct Losses incurred by or on behalf of RWE because RWE relied on due and proper completion of the Services.
- 33.8 Where either Party terminates this Contract where there is an express contractual right to do so for no Default of a Party and there is no termination at will, then, save to the extent set out in condition 33.4, there is no further liability from one Party to another for the balance of the Term.
- 33.9 In any of the circumstances in this Contract in which RWE may terminate the Contract, RWE may instead terminate the Contract in respect of part only of the Services and the Contract continues in respect of the remaining supply.
- 33.10 The exercise or failure to exercise any rights to terminate this Contract is without prejudice to any other or future rights that a Party may have in the Contract or at law to terminate the Contract or to accept any breach of this Contract as having brought the Contract to an end (including, where relevant, a right to claim repudiatory damages).

34 TUPE

- 34.1 Each Party acknowledges and agrees that the Services constitute activities carried out in connection with single specific events or tasks of short term duration and without a dedicated work force and as such their commencement or cessation do not constitute relevant transfers under TUPE.
- 34.2 Notwithstanding condition 34.1, the Consultant holds harmless and fully indemnifies and keeps RWE, its Affiliates and any new supplier of services similar to the Services (**New Supplier**) indemnified against any and all Loss which RWE, its Affiliates and any New Supplier may incur arising out of or in connection with:
- (a) any claim or allegation relating to the employment and/or dismissal of any person whose employment transfers or is alleged to transfer to RWE, its Affiliates and/or a New Supplier by virtue of TUPE on any commencement and/or cessation of Services; and
 - (b) any failure on the part of the Consultant to comply with Regulation 11 and/or 13 of TUPE.

35 CONFIDENTIALITY

- 35.1 Except as and to the extent expressly permitted in condition 36 (*IPR Ownership*) and 37 (*Ownership of Results*), each Party treats as strictly confidential and does not use or disclose to any third party any Confidential Information.
- 35.2 The restriction in condition 35.1 does not apply to the extent a Party discloses or uses Confidential Information:
- (a) via its Permitted Persons so as to perform and comply with its obligations and/or exercise its rights under this Contract PROVIDED THAT it does so on a confidential basis;
 - (b) as required by Applicable Law or any securities exchange or regulatory or governmental body to which it is subject wherever situated;

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- (c) in communication with its professional advisers, auditors and bankers PROVIDED THAT it does so on a confidential basis;
- (d) which has come into the public domain through no fault of that Party;
- (e) which was previously disclosed to it without any obligation of confidence; or
- (f) to which the other Party has given its consent in writing.

- 35.3 Each Party ensures that all Permitted Persons are made aware of the confidential nature of any Confidential Information disclosed to them and are bound by obligations of confidentiality no less onerous than those contained in this Contract.
- 35.4 Each Party is primarily liable for any onward disclosure of any Confidential Information by Permitted Persons.
- 35.5 The obligations of the Parties under this condition 35 survives the expiry or earlier termination of the Term for a period of two (2) years.
- 35.6 Neither Party advertises or publicly announces the existence of this Contract or its subject matter without the other Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.
- 35.7 Each Party defends and indemnifies the other from and against any Losses incurred as a result of or in connection with a breach by a Party, its Affiliates or its Personnel of this condition.
- 35.8 A breach of this condition is a material breach and/or a breach of a material obligation and a Party accrues a right to terminate this Contract for Default.

36 INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

36.1 Background IPR

- (a) Any Intellectual Property Rights existing prior to the Commencement Date or developed independently of the Services (**Background IPR**) belongs to the Party or third party owning such rights.

36.2 RWE Background IPR Licence

- (a) All Intellectual Property Rights in all Materials and other information, documents, materials or other items supplied by or on behalf of RWE (or a third party (**Third Party IPR**)) to the Consultant or used by or on behalf of the Consultant in the supply of the Services (other than Consultant Tools) are at all times and shall remain the exclusive property of RWE and/or the relevant third party and such items are treated as strictly confidential and are held by the Consultant in safe custody at its own risk and maintained and kept in good condition by the Consultant until returned to RWE at RWE's request and are not disposed of, used, published or disclosed by the Consultant or its Staff other than in accordance with RWE's written instructions or to the extent as is strictly necessary so that the Consultant and its Staff may perform the relevant obligations of this Contract and in any event in accordance with condition 35 (*Confidentiality*).
- (b) Subject to conditions 36.2 (c) and (d), RWE hereby grants to the Consultant, for the Term, a royalty free, non-transferable, non-exclusive right and licence to use and copy RWE Background IPR and shall procure a similar licence in relation to any relevant Third Party IPR for the purposes only of the performance of the Consultant's obligations under this Contract.
- (c) The Consultant may disclose the RWE Background IPR and Third Party IPR only to its Personnel under obligations of confidentiality and use it in each case only to the extent it is necessary to do so for the performance of its obligations under this Contract.
- (d) The Consultant acknowledges that the licence granted by RWE to use, copy, disclose or exploit any of RWE's Background IPR or Third Party IPR in condition 36.2 (b) automatically terminates immediately upon the expiry or earlier termination of this Contract. All goodwill in respect of RWE's Background IPR or Third Party IPR shall remain with RWE and the third party respectively at all times.

36.3 Developed IPR

- (a) Any rights in Intellectual Property which are not in existence prior to the Commencement Date and which arise solely and directly out of the supply of Services (Developed IPR) belong to RWE.
- (b) The Consultant obtains waivers of all moral rights in any IPR which is vested in RWE as Developed IPR including any Results in each case to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- (c) The Consultant, promptly at RWE's request, does (or procures to be done) all such further acts and things and executes at the Consultant's expense any assignments, assurances, deeds, documents reasonably required to give effect to such vesting of the Developed IPR in RWE and to assist RWE in enforcing such rights as RWE may from time to time require for the purpose of securing for RWE the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights licensed, vested or assigned to RWE in accordance with this condition.

36.4 Developed IPR Licence

- (a) RWE grants and/or procures the grant to the Consultant for the Term, an irrevocable, non-transferable, non-assignable, fully paid up, royalty free, non-exclusive right and licence to use the Developed IPR to the extent required fully and completely to comply with its obligations under this Contract and for no other reason.

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37 OWNERSHIP OF RESULTS

- 37.1 All Results are and become the property of RWE and are delivered to RWE upon the completion of the relevant Services or otherwise on request.
- 37.2 The Consultant grants and/or procures the grant to RWE of a perpetual, irrevocable, assignable, fully paid up, royalty free, transferable and capable of sub-license, non-exclusive right and licence to use Consultant Background IPR and all Consultant Tools in each case that the Consultant embeds in or supplies with any Results or that are otherwise used in connection with the Services to the extent required for RWE and its Affiliates to fully and completely use, enjoy and commercially exploit the Results (**Licence**).
- 37.3 Subject to condition 37.4, the Licence includes the right to:
- (a) access, store, use, reproduce, copy, modify, develop derivative works, share, distribute, display, perform (including publicly and/or digitally), display (including publicly) and transmit the Results in any media;
 - (b) license, sublicense, transfer or assign its right and licence in the Results.
- 37.4 The Licence permits such use and access to such Results by:
- (a) RWE, its Affiliates and their respective Personnel; and
 - (b) any statutory authority or by any third party collaborating with and/or providing services to RWE and/or to any of its Affiliates PROVIDED THAT such third party is only permitted to use and have access to Consultant Background IPR and all Consultant Tools for the purposes of collaborating with and/or performing such services for RWE and/or its Affiliates.
- 37.5 The Consultant warrants that it has full and unrestricted right and power to grant or procure the grant of the Licence to RWE.
- 37.6 The Consultant warrants to RWE that it has made all reasonable and prudent enquiries and efforts to obtain from all persons performing the Services a valid and irrevocable waiver of all such persons' statutory and/or moral rights in the Results.

38 IPR INFRINGEMENT

- 38.1 Any IPR infringement by a Party or its Personnel is a material breach or a breach of a material obligation of these Conditions and the non-infringing Party accrues a right to terminate for Default.

39 IPR INDEMNITY

- 39.1 The Consultant indemnifies RWE and the Indemnified Parties in full and on demand from and against all Loss suffered or incurred by an Indemnified Party by reason of:
- (a) any use by the Consultant or its Personnel of any RWE Background IPR or Developed IPR or the Results or other IPR belonging to or licensed to an Indemnified Party other than to the extent expressly licensed in this Contract; or
 - (b) any claim, action or litigation in respect of any alleged or actual infringement of any Third Party IPR which arises directly or indirectly from the possession or use of any Results or Services or any part of any Results or Services (Third Party IPR Claim).
- 39.2 Each Party notifies the other of any alleged Third Party IPR Claim immediately upon becoming aware of any such claim.
- 39.3 RWE does not make any admission as to liability or agree to any settlement of or compromise any Third Party IPR Claim without the prior written consent of the Consultant which consent shall not be unreasonably withheld, conditioned or delayed.
- 39.4 The Consultant may, on its written request and at its own expense and on providing adequate security to RWE for any liability under the indemnity, have the conduct of or settle all negotiations and litigation arising from any Third Party IPR Claim and RWE shall, at the Consultant's request and expense, give the Consultant reasonable assistance in connection with those negotiations and litigation.
- 39.5 If any Third Party IPR Claim is made or in the Consultant's reasonable opinion is likely to be made against it or RWE and without prejudice to any rights or remedies RWE may have, the Consultant promptly and at its own expense either:
- (a) procures for RWE and/or any RWE Affiliate the right to continue using the Results (or any part of them) and/or the Services in accordance with this Contract; or
 - (b) modifies or replaces the infringing Results or Services (or any part of them) so as to avoid the infringement or alleged infringement and as if they were Defective and so as to comply with condition 15.4(b); or
 - (c) pay to RWE all sums as set out at conditions 15.5, 15.6 and 15.7 as if the Services were Defective.

40 LETTER OF RELIANCE

- 40.1 Upon request from RWE, the Consultant provides a letter of reliance in a form to be agreed between the Parties (**Letter of Reliance**) pursuant to which any identified third party is able to rely upon any Results or extract from them (**Report**) as if the Report was originally commissioned by or on behalf of the third party. The Consultant may not claim or charge any payment related to the provision and execution of the Letter of Reliance.

41 BUSINESS CONTINUITY

- 41.1 The Consultant has in place and reviews regularly a suitable business continuity plan in relation to general day-to-day service disruptions and disaster recovery affecting either the Consultant's or RWE's business in each case relevant to the Consultant's

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obligations under this Contract and which, when implemented, seeks to prevent, remove, reduce or mitigate any risk associated with a service disruption and/or disaster.

- 41.2 The Consultant, on request, shares its business continuity plan with RWE and, without prejudice to a Party's rights or obligations under the Contract, takes account of any comments RWE may have on it relating to the Consultant's obligations under this Contract.
- 41.3 In the event of a business interruption or disaster, the Consultant implements its business continuity and/or disaster recovery plan and keeps RWE informed of its implementation.

42 SYSTEM ACCESS

- 42.1 During and in the course of furnishing the Services, the Consultant does not access and does not permit any person to access RWE's computing systems without RWE's express, prior, written authorisation;
- 42.2 Where authorised by RWE in advance, RWE may provide the Consultant with remote access to its computing systems.
- 42.3 Where RWE provides such access, the Consultant:
- (a) employs anti-virus procedures when appropriate; and
 - (b) complies with RWE's information security policies and procedures, a copy of which the Consultant obtains from RWE on or before Acceptance.
- 42.4 The Consultant use any such authorised access or remote access only to provide the Services.
- 42.5 RWE may terminate the Consultant's access to RWE's systems at any time on notice to the Consultant.
- 42.6 The Consultant immediately notifies RWE of any actual or threatened security breach in or unauthorised access to RWE's systems.

43 ICT (INFORMATION COMMUNICATION TECHNOLOGY)

- 43.1 All Intellectual Property Rights in any ICT in each case owned by or prepared by, for or on behalf of RWE as of the Commencement Date vests in RWE and the Consultant provides all reasonable assistance to RWE in the protection or the vesting of such Intellectual Property Rights in RWE.
- 43.2 To the extent that any ICT or other systems used by the Consultant for the purposes of this Contract were developed by the Consultant before entering into this Contract, the Intellectual Property Rights in such ICT or other systems remain vested in the Consultant PROVIDED THAT the Consultant procures for RWE the grant of a licence or sub-licence for and use of the ICT or other systems to enable RWE or any person authorised by it to access and otherwise use such ICT or systems to obtain the benefit of the supply of the Services as intended by this Contract and whether during or after the expiry or earlier termination of the Term.
- 43.3 To the extent that any of the Consultant's design documents or other documents or information relevant to the supply of the Services are generated by or maintained on a computer or other equipment or otherwise in any machine readable format, the Consultant procures for the benefit of RWE and its Affiliates, the grant of a licence or sub-licence for and supply of any relevant software or database to enable RWE or any person authorised by it to access and otherwise use such data to obtain the benefit of the supply of the Services as intended by this Contract and whether during or after the expiry or earlier termination of the Term.

44 CORPORATE RESPONSIBILITY REQUIREMENTS

- 44.1 The Consultant does not and procures that its Personnel do not engage in any activity, practice or conduct which could constitute, facilitate or cause (in whole or in part) an infringement of the fundamental principles and rights stated in the 'Global Compact Initiative Of The United Nations' in the areas of human rights, labour standards, the environment and anti-corruption (at www.unglobalcompact.com).
- 44.2 The Consultant ensures that it has, operates and maintains throughout the Term suitable policies and procedures to prevent the infringement of the fundamental principles and rights referred to in condition 44.1 by the Consultant or any of its Personnel
- 44.3 RWE and its Affiliates operate the 'RWE Code of Conduct' and are committed to its procurement policy on corporate responsibility at [HTTPS://WWW.GROUP.RWE/EN/INVESTOR-RELATIONS/CORPORATE-GOVERNANCE/CODE-OF-CONDUCT](https://www.group.rwe/en/investor-relations/corporate-governance/code-of-conduct)
- 44.4 The Consultant warrants that each of the statements set out in the its response to the corporate responsibility questionnaire are true and accurate and that the Consultant operates consistently with RWE's procurement policy on corporate responsibility.
- 44.5 The Consultant further acknowledges that RWE is induced and enters into this Contract in reliance upon these statements.

45 RESPONSIBILITIES AS AN EMPLOYER

- 45.1 Without prejudice to the general obligation to comply with Applicable Law, in relation to the Personnel employed by the Consultant under this Contract, the Consultant warrants that it:
- (a) has effective procedures to verify the age of employees at the time they are recruited;
 - (b) keeps adequate age documents of employees, such as ID copies and personnel records;
 - (c) complies with local legal requirements in relation to the minimum age of employees;
 - (d) employs employees under the age of 18 only on non-hazardous or daytime work;
 - (e) allows employees to leave the place of work after working hours;
 - (f) treats all employees in a humane manner, including not subjecting a worker to physical or verbal abuse;

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- (g) treats all employees in an acceptable manner in relation to their personal documents, including not requiring employees to lodge deposits or original documents such as ID papers and training certificates;
- (h) treats all employees in an appropriate manner over access to and from the place of work; and
- (i) ensures that all employment is voluntary;
- (j) procures compliance with the Working Time Regulations 1998.

45.2 The Consultant, to the best of its knowledge warrants, represents and undertakes that:

- (a) neither the Consultant nor any of its Personnel has:
 - (i) committed an offence under the Modern Slavery Act 2015 (**MSA Offence**); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015, or;
 - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- (b) it complies with the Modern Slavery Act 2015 and the associated obligations under this Contract;
- (c) it notifies RWE immediately in writing if it becomes aware or has reason to believe that it or any of its Personnel have breached or potentially breached any modern slavery associated obligations under this Contract, such notice to set out full details of the circumstances concerning the breach or potential breach of Consultant's obligations.

46 CORPORATE AND EMPLOYER RESPONSIBILITY INFRINGEMENTS

46.1 If RWE or the Consultant becomes aware of a potential or actual breach by the Consultant of its corporate responsibility requirements referred to at condition 44.1 (*Corporate Responsibility*) or the employer responsibility requirements of condition 45 (*Responsibilities as an Employer*), RWE uses appropriate means to establish the validity of such breach or potential breach pursuant to condition 53 (*Right to Audit*) and if validated, without prejudice to a Party's rights or obligations under this Contract, RWE:

- (a) issues a warning to the Consultant to provide as soon as reasonably practicable a detailed action plan to address the potential breach or where necessary to remediate the actual breach and which, if appropriate, are implemented immediately; and/or
- (b) suspends this Contract until the potential breach is addressed or where necessary the actual breach is remediated.

46.2 Where the Consultant is given adequate opportunity to address the potential breach or to remediate the actual breach and has in either case, in RWE's opinion failed to do so, the Consultant is in material breach of this Contract and RWE accrues a right to terminate this Contract for Consultant Default.

46.3 The Consultant indemnifies RWE from and against all Losses (including loss of reputation and goodwill) directly or indirectly suffered or incurred, claimed from or awarded against RWE and/or any of its Affiliates in consequence of any breach of the corporate responsibilities in condition 44.1 (*Corporate Responsibility*) or the employer responsibility requirements of condition 45 (*Responsibilities as an Employer*) or any breach of related Applicable Law.

47 SANCTIONS

47.1 The Consultant warrants that neither the Consultant nor any of the Consultant's Affiliates nor, to the best of the Consultant's knowledge, any of the Consultant's directors or officers is:

- (a) a person against whom sanctions have been imposed;
- (b) owned or controlled by a person against whom sanctions have been imposed;
- (c) located in or has been registered in or has its registered office in, a country or territory against which sanctions applicable to itself or its Government have been imposed (currently but not limited to: Cuba, Iran, North Korea, Syria, the Crimea region, Donetsk region and Luhansk region).

47.2 The Consultant complies with all sanctions and export control requirements applicable to it and its business activities as far as actions in connection with this contract are concerned.

47.3 The Consultant does not sell, supply or transfer items received from RWE to third parties if this results in the Consultant or RWE violating any applicable sanctions or export control regulations.

47.4 The Consultant does not act or omit to act so as to result in RWE violating any applicable sanctions or export control regulations.

47.5 The Consultant immediately informs RWE in writing if the Consultant becomes aware of any event or matter which may result in a violation of applicable sanctions or export control regulations by the Consultant or by RWE relating to the contract.

47.6 The Consultant indemnifies RWE and RWE group against all loss incurred or suffered by RWE and/or RWE group as a result of a breach by the Consultant or the Consultant's staff of this condition.

47.7 Any breach of this condition is a material breach and RWE may terminate this contract for Consultant default.

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48 BRIBERY AND CORRUPTION

48.1 If either Party or any of their respective Personnel:

- (a) offers, promises or gives; or agrees to give to; or agrees to promise to any person in each case any gifts or consideration of any kind as an inducement or reward for either:-
- (b) doing (or not doing) or having done (or not done) any action in relation to the entry into this Contract; or
- (c) for showing or not showing favour or disfavour to any other person in relation to this Contract; and/or
- (d) commits any offence or engages in any activity, practice or conduct which could constitute, facilitate or cause (in whole or in part) the commission of an offence or gives any fee or reward, the receipt of which could constitute or is an offence under:
 - (i) Bribery Act 2010;
 - (ii) sub-section 2 of section 117 of the Local Government Act 1972;
 - (iii) Prevention of Corruption Acts 1889-1916;
 - (iv) any legislation creating offences in respect of fraud;
 - (v) common law creating offences in respect of fraud; or
 - (vi) defrauds or attempts to defraud the other Party; or
- (e) enters into this Contract or any other contract with the other Party, its Affiliates or its Personnel in connection with which commission is paid or is agreed to be paid by or on behalf of a Party or to that Party's knowledge, in each case unless before the relevant contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for such payment are notified to the other Party; or if acts or omissions similar to any of those listed above are done by any person in relation to this Contract on behalf of either Party or any of their Affiliates or Personnel (whether with or without the knowledge of the Party),

then in each case that Party is in material breach of this Contract and the non-defaulting Party accrues a right to terminate for Default.

48.2 Each Party, at all times during the Term:

- (a) maintains adequate procedures to prevent the commission of any act or omission described in this condition by the Party or on the Party's behalf or by any person associated with the Party;
- (b) properly enforces such procedures; and
- (c) carries out periodic monitoring of the Party's compliance with such procedures on an annual or more frequent basis.

48.3 Without prejudice to a Party's rights and/or obligations under this Contract, a Party, at the other Party's request, promptly provides details of all such procedures and sufficient evidence so as to satisfy the other Party (acting reasonably) that such procedures are properly enforced and such periodic compliance monitoring is taking place and makes such records available for a period of at least six (6) years after the expiry of the Term or earlier termination.

48.4 The Consultant procures that provisions equivalent to the preceding conditions are included within each subcontract under which a sub-contractor is appointed.

48.5 Each Party indemnifies the other from and against all Losses (including loss of reputation and goodwill) directly or indirectly suffered or incurred, claimed from or awarded against the non-defaulting Party and/or any of its Affiliates in consequence of any breach of this condition or any breach of related Applicable Law.

48.6 The liability and/or debt of the indemnifying Party under this paragraph is subject, in aggregate, to a maximum sum of one million pounds GB sterling (£1,000,000)

48.7 A failure by either Party to comply with any obligation in this condition is a material breach of this Contract and the non-defaulting Party accrues a right to terminate for Default.

49 DATA PROTECTION

49.1 Each Party acknowledges that it acts in a capacity of data controller and may disclose to each other personal data which is limited in scope to contact details of respective Personnel who will be managing the performance of this Contract.

49.2 The personal data so shared is to be used only for the purpose of satisfying each Party's respective obligations and receiving respective benefits under this Contract and only during the Term or to continue to receive the benefit of rights and enforce remedies that extend beyond the Term.

49.3 Each Party ensures that the nature of the data and purpose of data sharing and use set out in condition 49.2 is a permitted use of its Personnel's personal data as set out and published in its respective privacy notice.

49.4 Each Party complies with and procures compliance with obligations imposed on data controllers contained within data protection related Applicable Law in force from time to time, including publishing and complying with respective privacy notices.

49.5 Neither Party processes personal data on behalf of the other Party nor appoints a third party processor to process such personal data.

49.6 Neither Party exports personal data outside of the UK (unless to the EEA) or outside of the EEA.

49.7 Each Party warrants that it has in place and maintains and applies appropriate technical and organisational measures, processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of personal data.

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- 49.8 On expiry or earlier termination of the Contract, each Party securely returns to the other or destroys all personal data shared and/or in a Party's possession or control.
- 49.9 Each Party indemnifies and keeps the other Party and its Affiliates fully indemnified immediately on demand against any Loss (including loss of reputation and goodwill) directly or indirectly suffered or incurred as a result of a breach of this condition or any breach of the UK data protection related Applicable Law in force from time to time by the indemnifying Party, its Affiliates or Personnel.
- 49.10 Each Party's respective maximum liability and/or debt to each other under this condition is the sum of one million pounds GB sterling (£1,000,000) in aggregate.
- 49.11 Any breach of this condition is a material breach and entitles a Party to terminate this Contract for Default.

50 WARRANTIES

50.1 The Consultant warrants that:

- (a) it is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation;
- (b) it has legal capacity to enter into this Contract and ability to supply the Services and perform its obligations under this Contract and has taken all necessary action to authorise that execution, delivery and performance;
- (c) the entering into and/or fulfilment of this Contract does not violate, conflict, breach or contravene any Applicable Law or constitutional requirement or any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (d) it is not relying upon any representations of RWE other than those expressly set out in the Contract;
- (e) it has negotiated, entered into and executed the Contract as principal (and not as agent or in any other capacity, fiduciary or otherwise).
- (f) it has and will maintain all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and in respect of the Services;
- (g) it will deliver good marketable title free from encumbrances on all Results supplied;
- (h) it will pass on the benefit to RWE of all relevant third parties' warranties or guarantees to RWE in relation to the Services.

51 CHANGE OF LAW

- 51.1 The Consultant is as of the Commencement Date not aware of any actual or proposed change in Applicable Law which may impact the Services or commercial arrangements between the Parties as envisaged by this Contract and gives notice to RWE of such change to include details in its opinion on the likely effects of the change on the Services, the Fees and any other commercial arrangements in place between the Parties relating to this Contract.
- 51.2 In the event that any legal or other regulatory requirement either:

- (a) changes or varies the ability of a Party to operate as envisaged by this Contract; or
- (b) otherwise adversely impacts the Services or the Fees or the commercial environment within which this Contract is entered into; or
- (c) renders some or all of the activities of a Party in connection with this Contract illegal or unlawful and no reasonably practicable action of that Party can make such activities legal or lawful,

then in each case, the Parties shall seek to agree changes to the Conditions, the Services and/or the Fees to accommodate such change under condition 7 (*Change Control*) so as to seek to achieve the same or similar balance of commercial objectives as are set out in the Contract as of the Commencement Date and as subsequently amended.

52 RECORDS

- 52.1 For the term of this Contract and for a period of at least six years from expiry or earlier termination of this Contract, the Consultant maintains:
- (a) full and accurate records in accordance with generally accepted UK accounting principles in an agreed form of all charges, prices, costs and expenses associated with and/or invoiced in respect of the supply of Services and compliance with all obligations under this Contract including all processing of data, including personal data, under this Contract; and
 - (b) other such records relating to the supply of Services as may be necessary to trace the supply chain of such Services and to enable RWE to determine the Consultant's compliance with this Contract and in particular its provisions relating to confidentiality, IPR, data protection, corporate responsibility, system access, bribery and modern slavery.

53 RIGHT OF AUDIT

- 53.1 RWE and its authorised representatives and advisors may from time to time at the frequency and on giving notice which in each case is reasonable in the circumstances, access and enter the premises of the Consultant and those premises of its Personnel and inspect and audit (or procure the inspection or audit) of the premises and any records, information, documents and/or accounting methods and in each case, in any media in order that RWE may check, validate and/or ascertain compliance by the Consultant and/or its Personnel with the terms of this Contract and with any Applicable Law in relation to the supply of the Services in each case including

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quality assurance, technical, health and safety, environmental, ethical, security or financial audits.

53.2 The Consultant will co-operate with providing access and information during such inspection and/or audit and procure the co-operation of its Personnel where requested to do so by RWE.

54 CONFLICT OF INTEREST

54.1 The Consultant:

- (a) informs RWE at once if the Consultant is approached by any third party to carry out any work which, if accepted by the Consultant, is reasonably likely to lead to a conflict of interest; and
- (b) (subject always to third party confidentiality restrictions) notifies RWE of the actual or potential conflict of interest; and
- (c) the Consultant takes such steps as are reasonably required by RWE to ensure that the conflict of interest is prevented and/or otherwise appropriately addressed.

55 ESCALATION

55.1 Without prejudice to condition 70 (*Governing Law*), if an issue that needs resolving between the Parties arises out of or in connection with the Contract, whether or not it is a dispute, the Parties shall, within twenty one (21) days of a written notice of the issue being received by a Party (**Dispute Notice**), seek to resolve it through negotiations between the Parties' senior representatives who have the respective authority to resolve it.

56 ADEQUACY OF DAMAGES

56.1 Without prejudice to any rights or obligations of a Party under the Contract or at law, the Consultant acknowledges and agrees that damages alone may not be an adequate remedy for any breach of these Conditions. Accordingly, RWE may invoke the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the Contract.

57 THIRD PARTY RIGHTS

57.1 Subject to condition 58 (*Group Benefit*), a person who is not a party to this Contract may not enforce this Contract under the Contract (Rights of Third Parties) Act 1999.

57.2 A New Supplier may enforce condition 34 (*TUPE*).

57.3 Subject to conditions 58.1 and 57.2, no express term of the Contract or any term implied under it is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to it.

58 GROUP BENEFIT

58.1 To the extent to which any Services supplied under this Contract are for the benefit of an Affiliate, that Affiliate may enforce the terms of this Contract subject to and in accordance with the Conditions and the Contracts (Rights of Third Parties) Act 1999.

58.2 Any direct Loss that is suffered by any RWE Affiliate as a result of a breach of the Contract or any tort or statutory duty in relation to it is recoverable by RWE as a direct Loss and is not and is not deemed to be an indirect Loss merely because the Loss is suffered by an RWE Affiliate and not by RWE or by RWE alone.

59 NOTICES

59.1 Any notice to be given to a Party under the Contract is in writing (including via email PROVIDING THAT at least two emails are sent using email addresses that are supplied for this purpose) signed by or on behalf of the Party giving it and is delivered personally or sent by email or sent by recorded delivery in each case to the addresses of the Party set out in the Order or if none are stated in the Order, to such other address as a Party may otherwise notify to the other. Either Party may, by a notice given in accordance with this condition 59.1, change its address for the purposes of this condition.

59.2 A notice is to be deemed to be served:

- (a) at the time of delivery if delivered personally; or
- (b) at the time of delivery if delivered via email to at least two (2) addressees (PROVIDED THAT no out of office or other indication of non-receipt is received); or
- (c) two (2) Business Days after posting in the case of an address in the United Kingdom and five (5) Business Days after posting for any other address.

60 SUB CONTRACTING

60.1 Unless expressly permitted by RWE in the Order, the Consultant may not sub-contract or delegate any of the Services to any third party without RWE's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

60.2 The Consultant is responsible for all work, acts, omissions and defaults of any sub-consultant (whether authorised or not) as fully as if they were work, acts, omissions or defaults of the Consultant.

61 ASSIGNMENT AND SUBCONTRACTING

- 61.1 Subject to condition 61.2, neither Party assigns, novates or otherwise transfers any of its rights and/or obligations under the Contract without the other Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.
- 61.2 RWE may assign the benefit of the Contract to any other RWE Affiliate.

62 VARIATION

- 62.1 Subject to condition 7 (*Change Control*), no purported variation of the Contract is effective unless it is in writing, expressed to be an amendment to this Contract and signed on behalf of each Party.

63 WAIVERS

- 63.1 Any Party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in the Contract without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.
- 63.2 No act or omission of a Party is or is deemed to be a waiver of a right unless expressly notified in writing.

64 CUMULATIVE REMEDIES

- 64.1 The rights, powers and remedies conferred on any Party by the Contract and the remedies available to any Party are cumulative and are additional to any right, power or remedy which it may have under Applicable Law or otherwise.

65 COSTS AND EXPENSES

- 65.1 Each Party bears its own costs and expenses incurred in the preparation, execution and implementation of the Contract.

66 NO PARTNERSHIP

- 66.1 Nothing in the Contract creates or is deemed to create a partnership, association, joint venture, trust or other co-operative entity between the Parties nor to constitute the Consultant as agent of RWE or otherwise entitle the Consultant to have authority to bind RWE or any RWE Affiliate in respect of any matter.

67 ENTIRE AGREEMENT

- 67.1 The Contract sets out the entire agreement and understanding between the Parties in respect of the subject matter of the Contract.
- 67.2 Each Party acknowledges that it has entered into the Contract in reliance only upon the representations, warranties and promises specifically contained or incorporated in the Contract and, save as expressly set out in the Contract, neither Party has any liability in respect of any representation, warranty or promise made prior to the Commencement Date unless it was made fraudulently.

68 INVALIDITY

- 68.1 To the extent that any condition of this Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, that condition shall not affect the enforceability of the remainder of the Contract.
- 68.2 If any condition of this Contract is so found to be invalid or unenforceable but would be valid or enforceable if some part of the condition were amended or deleted, the condition in question applies with such modification(s) as may be necessary to make it valid and enforceable to achieve the original commercial intent of the condition unless any other amendment is agreed between the Parties under the condition 7 (*Change Control*) or 62 (*Variations*).

69 COUNTERPARTS

- 69.1 The Order may be executed in any number of counterparts, each of which when executed constitutes a duplicate original. All the counterparts, together with the Conditions, constitute one contract.
- 69.2 Transmission of an executed counterpart of the Order including an electronically signed counterpart (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) or by any other RWE designated electronic delivery process takes effect as delivery of an executed counterpart of the Order. Such an electronic signature is as conclusive of each Party's respective intentions to be bound by this Contract as if signed by hand by each Party's respective authorised representative.
- 69.3 No counterpart is effective until each Party executes and delivers at least one counterpart as described in condition 69.2.

70 GOVERNING LAW

- 70.1 The Contract and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it is governed by the laws of England and Wales.
- 70.2 Save to the extent set out at condition 55 (*Escalation*), each Party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with the Contract.

71 DEFINED TERMS

Accept (Acceptance)	has the meaning set out at condition 2.3
Affiliate	with respect to a person means an entity (including any individual, corporation, partnership, limited liability company, association or trust) controlling, controlled by or under common control with that person.
Applicable Law	all common law, statutes, by-law, regulations, orders, rules, guidance, directions, registration, judgments, directives, industry agreements or determinations, consent, licence, permit, order, notice, recording in force from time to time applicable to a Party and relevant to the Contract, the nature and type of Services to be supplied under it and the Site.
associated with	has, in condition 48.1, the meaning set out in section 8 of the Bribery Act 2010.
Business Day	a day (other than a Saturday, Sunday or a public holiday in England) when the banks in London are open for business.
Commencement Date	the date of Acceptance or the date specified in the Order.
Conditions (Condition, condition)	these conditions of contract.
Confidential Information	information received or obtained as a result of entering into or performing the Contract which relates to the provisions or subject matter of the Contract or the negotiations relating to the Contract and including: the Order, these Conditions, any information relating to a Party's technology, technical processes, business or financial or other affairs or customers or suppliers or those of a Party's Affiliates, any Materials or any other material of a confidential nature (either marked as such or which, by its nature, can reasonably be considered to be confidential) in each case which a Party (or its Personnel or Affiliates) receives from the other Party (or its Personnel or Affiliates) or any other person acting on a Party's behalf or which is either expressly or impliedly or otherwise gleaned by a Party, its Affiliates or Personnel.
Contract	has the meaning set out at condition 2.4.
Consultant	the entity which is named as the supplier of the Services in the Order.
Consultant Representative	the competent person employed by and nominated by the Consultant who is authorised to act on behalf of and bind the Consultant under the Contract and who is notified to RWE from time to time.
Consultant Tools	excluding Results, means any: knowledge, techniques, procedures, routines and methods including all Intellectual Property Rights in each of them; and that in each case are pre-existing as of the Commencement Date; and which have been developed by the Consultant or its Personnel in the Consultant's regular course of business and used by the Consultant in the provision of the Services and not just for the purpose of the supply the Services under this Contract;
Default	a breach of contract, tort (including negligence) or breach of statutory duty and/or a Defect.
Defect (Defective)	defects, discrepancies, errors or omissions in the design, materials or workmanship of Results and/or Services (other than a design made, furnished or specified by RWE and for which the Consultant has in writing disclaimed responsibility); or Results or Services which do not comply with the Contract, the Order, Applicable Law, the Specification or any condition.
Delivery	performance of the Services and or delivery of the Results and Deliver and Delivered is construed accordingly.
Event of Force Majeure	Act of God, explosion, lightning, tempest, flood, fire, terrorism, war, hostilities, act of public enemy, invasion, revolution or riot or any other event which arises from a cause beyond a Party's reasonable control and which is not reasonably foreseeable as at the Commencement Date PROVIDED THAT the following are not Events of Force Majeure: (i) a strike by or lockout or other industrial dispute or trade dispute involving the Consultant or any of its Personnel; or (ii) non-supply of equipment, materials or machinery by any supplier to the Consultant; or (iii) the Consultant's failure to

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hire suitably qualified Personnel or labour; or (iv) mechanical or electrical breakdown or failure of equipment, machinery or plant owned by or supplied to the Consultant. Covid 19 pandemic is itself not or is not deemed to be an event of force majeure because it is foreseeable as of the start date. Measures to address Covid 19 are included in the Contract. If measures required to address Covid 19 materially change after the Commencement Date, that change could constitute an event of force majeure. Any other pandemic not associated with or derived from Covid 19 is an event of force majeure.

Fee(s)	the price or the rates for the supply of the Services in the amounts and payable at the frequency as set out in the Order.
Good Industry Practice	the exercise of that degree of skill, diligence, prudence and foresight which is reasonably and ordinarily expected to be exercised by an appropriately skilled, competent and professional operator of the appropriate discipline(s) engaged and experienced in the provision of services of a similar type, nature and complexity to the Services including design and in relation to projects of a similar type, nature and complexity to the Project and under the same or similar circumstances as are anticipated by this Contract.
Guarantee Period	a minimum of twelve (12) months from Delivery or longer period if expressly stated in the Order or Specification.
Indemnified Party	RWE, any RWE Affiliate and any of their respective Personnel.
Loss	all loss or damage occurring to any property or injury or death to person and/or costs, loss, liabilities, debt, charges or expenses (including reasonable legal and other professional costs) incurred by a Party or any Indemnified Party including any actions, suits, fines, penalties, claims or demands.
Materials	RWE or RWE Affiliate Confidential Information, IPR including Background IPR, specifications, drawings, sketches, models, prototypes, samples, tools, designs, technical information or data or other proprietary information (whether written, oral or otherwise and including personal data).
New Supplier	has the meaning set out at condition 34.2.
NIS Regulations	Network and Information Systems Regulations 2018.
Order	means the letter, purchase order, order or other written communication issued by RWE to the Consultant setting out details of the Services which are to be supplied by the Consultant to RWE, described as an order or purchase order and referring to these Conditions (and Ordered is construed accordingly).
Party, Parties	Means together or severally as the context requires RWE and the Consultant.
Permitted Persons	means a Party's Personnel or Personnel of a Party's Affiliate in each case who are directly involved in the provision of or receiving the benefit of the Services.
Personnel	means, in relation to a person, its employees, staff, officers, agents, contractors, sub-contractors, representatives or workers and in relation to the Consultant, the Staff.
Results	all deliverables, results, documents, products and materials developed by the Consultant or its Personnel as part of or in relation to the Services in any form or media, including studies, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
RWE	the legal entity named as the contracting buying entity in the Order which is an Affiliate of RWE AG operating and registered within the UK.
RWE AG	RWE Aktiengesellschaft, (registered with the commercial register of the Local Court Essen under HRB 14525) whose registered office is at RWE Platz 1, 45141 Essen, Germany.
RWE Group	means RWE AG and all of its Affiliates from time to time.
RWE Policy	any relevant rules, policies or standard techniques used by RWE and its Affiliates, the relevant RWE health and safety



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Document(s)	requirements for working on RWE's sites, RWE's Code of Conduct, RWE Privacy Notice and such other policies, regulations, procedures, notices and processes as RWE may notify to the Consultant from time to time, copies of which are available for inspection on request, on-line or at RWE's offices.
RWE Representative	all or any one of the individuals identified as such on the Order or as otherwise notified to the Consultant.
Target Completion Date	the date specified in the Order as the date by which the Services must be completed as such date may be varied in accordance with the conditions.
Services	The: a) services which are as described in the Order including services which may be required in order to Deliver the Results; and b) the Results.
Site	the site or sites at which the Services are required and as set out in the Order or subsequently agreed in writing between the Parties.
Specification	the user requirements and specification for each of the Results and the Services, details of which are set out or identified in the Order.
Staff	all personnel supplied by the Consultant to perform the Services (including all employees, workers, sub-contractors (and any employee, agent or independent contractor of such sub-contractors)).
Term	has the meaning set out at condition 4.1;
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006.