

NHS BUSINESS SERVICES AUTHORITY (1)

and

ALLPAY LIMITED (2)

**SUPPLY AGREEMENT FOR SUPPLY OF SERVICES UNDER ELECTRONIC PAYMENT SERVICES
FRAMEWORK**

DIRECT AWARD

NORTHERN HOUSING CONSORTIUM

CONTENTS

| CLAUSE | PAGE |
|--|------|
| 1 INTERPRETATION..... | 4 |
| 2 TERM | 8 |
| 3 SUPPLY PARTNER’S OBLIGATIONS | 8 |
| 4 CONSORTIUM MEMBER’S RIGHTS AND OBLIGATIONS | 11 |
| 5 PAYMENT | 11 |
| 6 PAYMENT OF SUB-CONTRACTORS..... | 12 |
| 7 INSURANCE | 12 |
| 8 LIMITATION OF LIABILITY | 12 |
| 9 TRANSITION | 13 |
| 10 INTELLECTUAL PROPERTY RIGHTS | 13 |
| 11 TUPE..... | 13 |
| 12 TERMINATION | 14 |
| 13 ETHICAL CONDUCT..... | 15 |
| 14 GENERAL..... | 16 |
| 15 CONFIDENTIALITY | 17 |
| 16 PROCESSING OF PERSONAL DATA | 17 |
| 17 DATA SUBJECT RIGHTS, COMPLAINTS AND REQUESTS | 18 |
| 18 CO-OPERATION WITH THE SUPERVISORY AUTHORITY AND THE CONDUCT OF CLAIMS | 19 |
| 19 SECURITY | 19 |
| 20 SECURITY BREACH MANAGEMENT AND NOTIFICATION..... | 19 |
| 21 RETURN AND DELETION OF PERSONAL DATA | 20 |
| 22 SUB-PROCESSORS | 20 |
| 23 AUDITS AND REQUESTS FOR INFORMATION AND ASSISTANCE..... | 21 |
| 24 TRANSFERS OUTSIDE OF THE UK..... | 21 |
| 25 DATA PROTECTION LIABILITY | 21 |
| 26 EXCLUSION OF 3 RD PARTY RIGHTS (DATA PROTECTION)..... | 21 |
| 27 GOVERNING LAW | 22 |
| 28 DISPUTE RESOLUTION | 22 |
| 29 THIRD PARTY RIGHTS | 22 |

| | | |
|----|---|----|
| 30 | NOTICES | 23 |
| 31 | EQUALITY AND DIVERSITY | 24 |
| 32 | MODERN SLAVERY | 24 |
| 33 | EXECUTION | 24 |
| | SCHEDULE 1 – FRAMEWORK SPECIFICATION | |
| 26 | SCHEDULE 2 – ORDER FORM | |
| | SCHEDULE 3 – PRICE | |
| | SCHEDULE 4 - SUPPLIER TERMS | |

THIS AGREEMENT is made

BETWEEN:

- (1) **NHS BUSINESS SERVICES AUTHORITY** a public body incorporated in England whose registered office is at Stella House, Goldcrest Way, Newburn Riverside, Newcastle Upon Tyne, NE15 8NY (“**the Consortium Member**”); and
- (2) **ALLPAY LIMITED**, a company incorporated in England with company number 02933191 whose registered office is at Fortis et Fides, Whitestone Business Park, Whitestone, Hereford, HR1 3SE (“**the Supply Partner**”).

BACKGROUND

- a) The Supply Partner, along with a number of other suppliers, has been appointed by the Consortium to the Framework Agreement to provide Services to Members of the Consortium from time to time.
- b) To ensure compliance with the Public Procurement Rules, it is a condition of the Framework Agreement that the Supply Partner shall enter into a written contract in the form of this Agreement when it supplies the Services to the Consortium Member.
- c) The Supply Partner represented to the Consortium that it is capable of providing the Services in accordance with the Consortium Member's requirements as set out in the tender documents used to appoint suppliers to the Framework Agreement. In particular, the Supply Partner made representations to the Consortium in that tender process in relation to its competence, professionalism and ability to provide the Services in an efficient and cost-effective manner.
- d) The provision of the aforementioned Services would thus be conducted as a result of subsequent Direct Awards in accordance with the Framework Agreement. The Consortium Member will formalise its instructions in an Order Form.

The Parties wish to enter into an agreement for the supply of the Services by the Supply Partner to the Consortium Member as more fully described in this Agreement.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this Agreement the following words shall have the following meanings:

Affiliate means in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company and subsidiary and holding company shall have the meaning set out in section 1159 of the Companies Act 2006;

Agreement means this supply agreement and the Schedules (entered into pursuant to the provisions of the Framework Agreement).

Authorised Signatory means the person(s) deemed to be legally authorised to sign and thus accept this Agreement on behalf of the Party that they represent.

Call-Off means the process that a Consortium Member uses to purchase Services.

Consortium means Northern Housing Consortium of Hope Street Xchange, 1-3 Hind Street, Sunderland, SR1 3QD, a “Central Purchasing Body” as defined in the Public Contracts Regulations 2015.

Consortium Member means the purchasing organisations who are Members of the Consortium.

Controller means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

Data Protection Laws means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data, and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Data Subject means the individual to whom Personal Data relates.

Data Subject Request means a Data Subject's request to access, correct, amend, transfer or delete that Data Subject's Personal Data consistent with that Data Subject's rights under Data Protection Law.

Delivery Point means the location(s) for the performance of the Services as specified by the Consortium Member and set out in the Order Form or as otherwise agreed from time to time in performance meetings, programme of works and/or KPI's.

Due Date means the date for delivery of the Services specified by the Consortium Member and set out in the Order Form.

Effective Date means the 13th February 2026.

End Date means the date(s) the Agreement expires, or, if earlier terminates.

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), as amended from time to time as it has effect in EU Law.

Extension Period means a period of 12 months + 12 months, with the total duration of the Term not exceeding 48 months in total.

Framework Agreement means the framework agreement entered into on 01st August 2023 between the Consortium and the Supply Partner to establish the terms upon which the Consortium Member, and other Members of the Consortium, may from time to time require supply of the Services by the Supply Partner.

Identified or Identifiable Natural Person means a natural person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the physical, physiological, mental, economic, cultural or social identity of that natural person.

Initial Term means a period of 24 months from the Effective Date.

Intellectual Property Rights means all intellectual property rights of any kind whatsoever including, without limitation, patents, supplementary protection certificates, rights in Know-How, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise) database rights, topography rights, any rights in any invention, discovery or process, applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

Know-How means formulae, methods, plans, inventions, discoveries, improvements, processes, performance, methodologies, techniques, specifications, technical information, tests, results, reports, component lists, maintenance access codes, manuals and instructions.

KPI means the key performance indicators used by the Consortium Member to measure the performance of the Supply Partner (if set out within the call-off documentation), as notified to the Supply Partner by the Consortium Member, or in default the KPI set out in the Specification and any subsequent communications resulting from Order Form.

Order Form means the Consortium Member's instruction to the Supply Partner, attached at Schedule 2 of this Agreement to supply the Services placed in accordance with the award procedures set out in Clause 4 of the Framework Agreement.

Party means either the Supply Partner or the Consortium Member and "Parties" means both the Supply Partner and Consortium Member in any context.

Personal Data means any information relating to an Identified or Identifiable Natural Person provided by or on behalf of the Member to the Supply Partner so that the Supply Partner can perform the Services.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, transmitted, stored or otherwise Processed.

Personal Data Losses means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands arising in connection with this Agreement.

Price means the fees payable for the Services in accordance with Clause 5 and as and set out in Schedule 3 of this Agreement.

Processing or Process means any operation or set of operations which is performed by the Supply Partner as part of, or in connection with, the Services on Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor means the natural or legal person, which Processes personal data on behalf of the Controller.

Public Procurement Rules means the Public Contracts Regulations 2015, and any other related UK legislation, and Government guidance issued in connection therewith, as amended from time to time.

Services means the types and specifications of Services to be provided by the Supply Partner in accordance with the Framework Agreement and as originally specified in the Tender and more specifically set out in the Specification and Order Form.

Specification means the specifications for the Services required under this Agreement contained in Schedules 1 and 2 of this Agreement.

Standard Contractual Clauses means standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Supervising Authority (where the UK GDPR applies to the transfer).

Sub-Contract means a contract between two or more suppliers, at any stage of remoteness from the Consortium Member in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

Sub-Processor means a sub-contractor engaged by the Supply Partner that will Process Personal Data as part of the performance of the Services.

Supervisory Authority means the Information Commissioner's Office or any other supervisory authority that may be applicable under the Data Protection Laws from time to time.

Tender means the tender response received from the Supply Partner in response to the tender process establishing the Framework Agreement and contained in Schedule 4 of the Framework Agreement and under Schedule 1 in this Supply Agreement.

Term means the Initial Term together with any Extension Period, unless this Agreement is terminated earlier in accordance with Clause 12 (Termination).

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) and as amended from time to time.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 In this Agreement:

- 1.2.1 references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- 1.2.2 references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires;
- 1.2.3 headings will not affect the construction of this Agreement;
- 1.2.4 for the avoidance of doubt, all requirements relating to the Services specified in the Order Form are incorporated into this Agreement and are contractual requirements which the Supply Partner shall perform;
- 1.2.5 to the extent that there is any conflict between the terms of the documents comprising this Agreement, the following order of priority shall apply:
 - (a) Schedule 2 – The Order Form
 - (b) Schedule 3 – The Price
 - (c) this Supply Agreement Terms and Conditions
 - (d) Schedule 1 – Framework Specification
 - (e) Schedule 4 - Supplier Terms and Conditions

2 TERM

- 2.1 Subject to the provisions of Clause 12, the Term commences on the Effective Date and shall remain in force for the Initial Term of 24 months, and shall expire at the end thereof unless extended by 12 months + 12 months in accordance with Clause 2.2.
- 2.2 Subject to agreement by both Parties, an option of extending the Agreement by the Extension Period will be considered. The Parties will confirm agreement of the option to extend in writing not less than three (3) months before the End Date.
- 2.3 For the avoidance of doubt, the Consortium Member is not by entering into this Agreement committing to any form of exclusive arrangement with the Supply Partner. The Consortium Member is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all the Services which are similar to the Services.

3 SUPPLY PARTNER'S OBLIGATIONS

- 3.1 All Services supplied by the Supply Partner to the Consortium Member during the Term shall be in accordance with the Order Form and this Agreement to the exclusion of all other terms and conditions

(including any terms or conditions which the Consortium Member purports to apply under any purchase order or other document, or otherwise generally applied by the Consortium Member to the purchase of Services, or any terms or conditions which the Supply Partner purports to apply under its Tender, any acceptance of order, invoice or other document, or otherwise generally applied by the Supply Partner to the sale or provision of Services).

- 3.2 The Supply Partner shall deliver the Services at the relevant Price and to the relevant Specification, in accordance with the terms of this Agreement and the requirements of the Order Form.
- 3.3 The Supply Partner will use all due skill, care and diligence in providing the Services including, but not limited to complying with all relevant statutory requirements. In doing so, the Supply Partner will ensure that personnel having the necessary skill, expertise and qualifications to ensure the proper performance of the Supply Partners obligations hereunder.
- 3.4 The Supply Partner's personnel will, when at the Delivery Point, comply with such codes of practice as apply to the Consortium Member's staff and as disclosed to the Supply Partner by the Consortium Member prior to the commencement of the Services.
- 3.5 The Supply Partner shall commit all such resources as are reasonably necessary to ensure that the Services are provided in accordance with the provisions of the Specification and Order Form (and in particular but without limitation that it will provide appropriate and adequate numbers of staff who will dedicate sufficient time and energy to ensure that the Services are provided in a timely and efficient manner and in compliance with the agreed Specification.
- 3.6 In supplying Products and/or carrying out the Services the Supply Partner shall comply (and will procure that its staff shall comply) with the Consortium Member's reasonable instructions in relation to, without limitation, such matters as to the priority to be given to each element of the Services and co-ordination with the Consortium Member's operational requirements.
- 3.7 During the Term, the Supply Partner shall:
 - 3.7.1 (without prejudice to all other obligations of the Supply Partner under this Agreement) at all times ensure, to the reasonable satisfaction of the Consortium Member, the requisite performance of the Services by the Supply Partner (whether by its employees or otherwise) in accordance with the Specification, and comply with all reasonable requirements as to best practice stipulated by the Consortium Member from time to time as to the performance of the Services or the manner in which the Services are provided and for the avoidance of doubt and without limitation on the other obligations of the Supply Partner, the Supply Partner shall adhere to the standards, performance measures and general requirements set out in the Specification and the Tender;
 - 3.7.2 report to the Consortium Member on the provision and performance of its obligations under this Agreement as reasonably required by the Consortium Member;
 - 3.7.3 in performing its obligations under this Agreement, comply with all relevant statutory requirements and regulations and all codes of conduct (whether voluntary or otherwise) in force at the time of performance of such obligations;

- 3.7.4 when appropriate make suggestions to the Consortium Member regarding improvements to the provision of the Services;
 - 3.7.5 deal with any complaints or enquiries received from the Consortium Member or the Consortium Member's own customers (whether received orally or in writing) in a prompt, courteous and efficient manner. All such complaints and enquiries shall be logged by the Supply Partner and discussed between the Parties as appropriate. If any serious complaints are made, the Supply Partner shall notify the Consortium Member and co-operate with the Consortium Member to resolve any problems which arise;
 - 3.7.6 not do anything which would be likely to prejudice the reputation of the Consortium Member;
 - 3.7.7 the time performance of the Services shall be of the essence.
- 3.8 If the Services or any part of them are not performed on the relevant Due Date in accordance with this Agreement then, without prejudice to any other remedy it may have, the Consortium Member shall be entitled to procure the provision of any particular part of the Services which the Supply Partner has failed to perform from a third party, at the Supply Partner's cost.
- 3.9 The Consortium Member may, during the Term and within 6 months after the termination of this Agreement, request any information relating to the carrying out of all or any part of the Supply Partner's obligations under this Agreement, including but without limitation evidence towards the KPI, and such information shall be supplied by the Supply Partner as soon as reasonably possible and at no cost to the Consortium Member.
- 3.10 The Supply Partner shall co-operate with the Consortium Member in relation to the attendance of regular performance management meetings which shall take place no less than once a quarter and notwithstanding any other provision of this Agreement shall regularly produce such information as the Consortium Member requires to evaluate the KPI.
- 3.11 The Supply Partner undertakes to actively manage and engage in the evaluation of its performance of the KPI.
- 3.12 The Supply Partner warrants that:
- 3.12.1 it has full capacity and authority and all necessary consents required to enter into and perform its obligations under the Agreement;
 - 3.12.2 as at the Effective Date, all information, statements and representations made by the Supply Partner within the Tender (and the Supply Partner's response to the Selection Questionnaire issued by the Consortium when establishing the Framework Agreement, the Framework Agreement), and the Order Form are true, accurate and not misleading, save as have been specifically disclosed to the Consortium Member in writing prior to the entering into of the Agreement and it will promptly advise the Consortium Member of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false, inaccurate or misleading;

- 3.12.3 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supply Partner or its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to the Supply Partner's assets or revenue;
- 3.12.4 the Services shall be carried out by appropriately experienced, qualified and trained staff with all due care and diligence;
- 3.12.5 it has not colluded with any other party to rig or set prices or to otherwise affect the fairness of, distort, or deviate from the tender process under any Order.

4 CONSORTIUM MEMBER'S RIGHTS AND OBLIGATIONS

4.1 The Consortium Member will:

- 4.1.1 monitor the performance of the Services, including but not limited to the monitoring of the Supply Partner's satisfaction of the KPI and outcomes of the performance management meetings, and will promptly notify the Supply Partner of any breach of the Agreement or failure to meet the necessary KPI; and
- 4.1.2 co-operate with the Supply Partner in relation to the conduct by the Supply Partner of its obligations under this Agreement and allow the Supply Partner access to the Delivery Point for this purpose.

4.2 The Consortium Member shall not be deemed to have accepted any Services until it has had a reasonable time to inspect them following performance and has completed the customer acceptance testing as agreed between the Parties.

5 PAYMENT

- 5.1 The Price payable by the Consortium Member shall be the price of the Services as set out in Schedule 3 of this Agreement, and unless otherwise agreed in writing by the Consortium Member shall be exclusive of value added tax (if any).
- 5.2 Unless specified in the Order Form, all sums payable shall be calculated and paid in £ Sterling.
- 5.3 The Consortium Member will accept no variation or additions to the Price for the performance of the Services unless such variation or additional price has been expressly agreed in advance and in writing by an authorised representative of the Consortium Member.
- 5.4 Where the Supply Partner submits an invoice to the Consortium Member the Consortium Member will consider and verify that invoice in a timely fashion and in accordance with Clause 5.5.
- 5.5 The Consortium Member shall pay the Supply Partner any sums by direct debit due under verified invoices no later than a period of 30 days from the date on which the Consortium Member has determined that the sum invoice is valid and undisputed.

5.6 Where the Consortium Member fails to comply with Clause 5.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Clause 5.5.

6 PAYMENT OF SUB-CONTRACTORS

6.1 Where the Supply Partner enters into a Sub-Contract with a supplier or contractor for the purpose of performing the Agreement, the Supply Partner shall include in such a Sub-Contract:

6.1.1 provisions having the same effect as Clauses 5.4 and 5.5 of this Agreement in relation to payments thereunder; and

6.1.2 a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Clauses 5.4 and 5.5 of this Agreement in relation to payments thereunder.

7 INSURANCE

7.1 Unless otherwise specified in the Order Form or agreed in writing between the Parties, the Supply Partner will insure against its liabilities arising out of or in connection with the performance of this Agreement including (without prejudice to the generality of the foregoing):

7.1.1 Employers (Compulsory) Liability Insurance = £10,000,000 (ten million pounds), in respect of any one claim in any 12-month period.

7.1.2 Public Liability Insurance = £10,000,000 (ten million pounds), in respect of any one claim in any 12-month period.

7.1.3 Professional Indemnity Insurance = £5,000,000 (five million pounds), in the aggregate of any 12-month period.

7.2 If the Supply Partner shall fail to comply in any respect with the provisions of this Clause 7, the Consortium Member shall be entitled (but not obliged) to arrange the insurance cover required by this Clause 7 which the Supply Partner shall pay for, and the Supply Partner hereby indemnifies the Consortium Member fully and holds it fully indemnified against all costs, claims, demands and liabilities incurred by the Consortium Member as a result.

8 LIMITATION OF LIABILITY

8.1 The Consortium Member's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited insofar as is legally permissible annual contract value.

8.2 Neither Party shall be liable to the other Party for:

8.2.1 any loss of profit, whether direct or indirect;

8.2.2 any indirect or consequential loss or damage;

8.2.3 any loss of business, depletion of good-will or otherwise;

8.2.4 any costs, expenses or other claims for consequential compensation; and

whatsoever and howsoever caused which arises out of or in connection with this Agreement.

8.3 Subject to Clause 8.2 the Supply Partner's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited insofar as is legally permissible annual contract value.

9 **TRANSITION**

9.1 The Supply Partner shall co-operate with the Consortium Member and/or such future supplier of the Services as the Supply Partner shall nominate to ensure a smooth transition and handover of the Services on the expiry or earlier termination of this Agreement as it relates to the Services and in either case for a reasonable period thereafter. For the purposes of this Clause 9.1 the meaning of the term "co-operate" shall include:

9.1.1 liaising with the Supply Partner and/or any future supplier of the Services, and providing reasonable assistance and advice concerning the Services and their transfer to the Consortium Member and/or to such future supplier of the Services;

9.1.2 allowing any future supplier of the Services (at reasonable times and on reasonable notice) access to relevant premises but not so as to interfere with or impede the provision of the Services; and

9.1.3 providing to the Consortium Member and/or to any future supplier of the Services all and any information concerning the Services which is reasonably required for the efficient transfer of responsibility for their performance.

10 **INTELLECTUAL PROPERTY RIGHTS**

10.1 Any and all Intellectual Property Rights developed under this Agreement or arising from the provision of the Services by the Supply Partner shall belong to the Supply Partner and the Consortium Member agrees that it shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the Supply Partner.

10.2 The Supply Partner shall indemnify the Consortium Member against any claims, liabilities, costs, losses, expenses, proceedings and damages arising out of any infringement or alleged infringement of any third-party Intellectual Property Rights arising in connection with the provision of the Services.

11 **TUPE**

11.1 The Supply Partner accepts and undertakes that at the date of this Agreement it has taken into consideration TUPE provisions and has considered the application or otherwise of those provisions to this Agreement and has taken the appropriate action required under TUPE.

11.2 On expiry of this contract the Supply Partner must co-operate fully in the handover and re-procurement specifically with regards to the provision of TUPE information.

12 **TERMINATION**

12.1 Either Party shall be entitled to terminate this Agreement forthwith by written notice to the other Party:

12.1.1 in the event of a material breach of this Agreement by the other Party and, in the case of a breach capable of being remedied, such breach is not remedied within 30 days of a written request to do so; or

12.1.2 if a petition is presented for the winding up of the Supply Partner (which is not dismissed within 14 days of its service); or

12.1.3 if an order is made or a resolution is passed for the winding up of the other Party or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the other Party; or an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other Party or notice of intention to appoint an administrator is given by the other Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

12.1.4 a receiver is appointed of any of the other Party's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other Party or if any other person takes possession of or sells the other Party's assets; or

12.1.5 the other Party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

12.1.6 the other Party is, or is reasonably considered to be unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986 and any subsequent amended legislation from time to time; or

12.1.7 any distraint is levied against the other Party or its property by any third party; or

12.1.8 if such Party ceases, or threatens to cease, to carry on business.

12.2 The Consortium Member shall be permitted to terminate this Agreement immediately by serving written notice on the Supply Partner if the Supply Partner:

12.2.1 persistently fails to achieve the necessary KPI; or

12.2.2 the Agreement is subject to a substantial modification (as set out in the Public Contracts Regulations 2015) which would require a new procurement procedure;

- 12.2.3 it has transpired that at the time the Agreement was awarded to the Supply Partner, the Supply Partner was in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of Regulation 57(2) of the Public Contracts Regulations 2015, and the Supply Partner should therefore have been excluded from the procurement process; or
- 12.2.4 it has transpired that the Agreement should not have been awarded to the Supply Partner in view of a serious infringement of the obligations under the Public Procurement Rules that has been declared by a court with competent authority.
- 12.3 The Supply Partner shall be permitted to terminate this Agreement immediately by serving written notice on the Consortium Member if any undisputed sum due to the Supply Partner under this Agreement from the Consortium Member which has been notified to the Consortium Member as overdue remains unpaid for more than 120 days after the date upon which it was properly due.
- 12.4 Termination of this Agreement is without prejudice to any right or remedy of either Party under this Agreement which is available prior to termination and following the End Date the following provisions will continue in force Clauses 1, 3.10, 3.12, 5.4, 5.5, 5.6, 8, 9, 10, 12.5, 13, 14, 15, 28, 29, and 30, together with any other provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement.
- 12.5 Following the End Date all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages) and liabilities which have accrued prior to the Termination Date.
- 13 **ETHICAL CONDUCT**
- 13.1 The Supply Partner shall not do and warrants and represents that in entering this Agreement it has not done any of the following (“the **Prohibited Acts**”).
- 13.1.1 received, offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward; or
- 13.1.2 for doing or not doing (or for having done or not having done) any act in relation to the award, obtaining, performance, monitoring of this Agreement or any other contract with the Consortium; or
- 13.1.3 for showing or not showing favour, or disfavour to any person in relation to this Agreement or any other contract with the Consortium; or
- 13.1.4 entered into this Agreement or any other contract with the Consortium in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before this Agreement is made particulars of any such commission and the terms and conditions of any such agreement for the payment therefore have been disclosed in writing to the Consortium.
- 13.2 If a director or directors of the Supply Partner or its company secretary or with his or their agreement, connivance, prior knowledge or assistance, the Supply Partner’s employees, agent or sub-contractors or anyone acting on its behalf does any of the Prohibited Acts or commits any offence under the

Criminal Justice Act 1988, Anti-Terrorism, Crime & Security Act 2001, Fraud Act 2006 and the Bribery Act 2010 or other related and amended legislation from time to time (“**an Offence**”) in relation to this Agreement or any other contract with the Consortium Member, the Consortium Member shall be entitled:

- 13.2.1 to recover from the Supply Partner the amount or value of any such gift, consideration or commission received by the Supply Partner; and
 - 13.2.2 to recover from the Supply Partner any other loss sustained in consequence of any breach of this Clause 13.2, whether or not this Agreement has been terminated.
- 13.3 If a director or directors of the Supply Partner or its company secretary commits any Offence in relation to this Agreement or any other contract with the Consortium Member, the Consortium Member shall in addition to the remedies set out in Clause 13.2 be entitled to terminate this Agreement and recover from the Supply Partner on an indemnity basis the amount of any loss resulting from the termination, without prejudice to any other remedies that it may have.
- 13.4 The Supply Partner shall adopt a policy that its employees shall not commit any Offence and shall notify such employees accordingly.
- 13.5 It is acknowledged that where an Offence is committed by an employee, agent or sub-contractor it would be considered to be gross-misconduct and the Supply Partner shall take all reasonable disciplinary steps including where appropriate terminating such employee’s, agent’s or sub-contractor’s contract of employment, contract or sub-contract as the case may be.
- 13.6 The Supply Partner shall immediately inform the Consortium Member and the Consortium of any Offence of which it has any knowledge.

14 **GENERAL**

- 14.1 Neither Party shall be entitled to assign, novate, sub-contract or otherwise transfer this Agreement or any part of it without the prior written consent of the other.
- 14.2 Each right or remedy of either Party under this Agreement is without prejudice to any other right or remedy of either Party whether under this Agreement or otherwise.
- 14.3 If any wording in any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining wording of such provision and the remaining provisions of this Agreement shall continue in full force and effect.
- 14.4 Failure or delay by either Party in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement nor of any subsequent breach.
- 14.5 No variation of this Agreement (or to any contract made pursuant to this Agreement) shall be binding upon the Parties unless the same shall be in writing duly signed by a director of the Supply Partner and a director (or equivalent) of the Consortium Member on its behalf and such variation shall be

particular to the circumstances mentioned by such writing and shall not be regarded as a general variation.

- 14.6 The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by English law and subject to Clause 29, the Parties submit to the exclusive jurisdiction of the English courts.

15 **CONFIDENTIALITY**

- 15.1 Subject to the remaining provisions of this Clause 15 the Parties mutually undertake and agree with the other during the Term and for 5 years following the End Date to keep all information which is of a confidential or secret nature including without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, personnel and technical, operational and administrative systems (the “**Confidential Information**”) of the other and the other’s customers which they may learn in connection with the performance of this Agreement in strict confidence and secrecy and not to use or disclose the Confidential Information of the other or other’s customers to any other person firm or company outside the Parties respective group of companies and their respective professional advisers except only as may be necessary and bona fide in connection with its obligations under this Agreement.

- 15.2 Both Parties shall procure that any member of its respective group or any adviser, agent, representative contractor, or sub-contractor to it to whom any part of the Confidential Information is disclosed complies with the provisions of this Clause 15 as if it were a party to this Agreement.

- 15.3 Clauses 15.1 and 15.2 shall not apply to any Confidential Information to the extent that:

15.3.1 it is or becomes generally available to the public other than by breach of this Agreement; or

15.3.2 which either Party is obliged to disclose by a court of law.

- 15.4 In the event that either Party is subject to a statutory request relating to the other Party’s Confidential Information under the Freedom of Information Act 2000 or related legislation, the Party subject to such request agrees within the constraints of such legislation to promptly consult with the other in relation to such statutory request.

- 15.5 Each Party shall at all times comply with its respective obligations under the Data Protection Act 2018 (“**DPA**”), and any subsequent amendments from time to time, in particular the Parties shall not disclose to any unauthorized person any data which is subject to the DPA. Each Party shall effect and maintain all necessary technical and organisational measures to prevent the unlawful or unauthorised processing of personal data (as defined by the DPA) and the accidental loss or destruction of or damage to personal data including but not limited to taking reasonable steps to ensure the reliability of staff.

- 15.6 The Supply Partner shall indemnify the Consortium Member against any breach of the DPA or these obligations which render the Consortium Member liable for any damages, penalty, costs or expenses.

16 **PROCESSING OF PERSONAL DATA**

- 16.1 The Supply Partner shall only Process Personal Data on documented instructions from the Consortium Member (including with regard to transfers of any Personal Data to a third country or an international organisation outside of the EEA) unless the Supply Partner is required by law to Process the Personal Data, in which case it must inform the Consortium Member of the relevant legal requirement before Processing the Personal Data in such a way (unless the legal requirement prohibits the Supply Partner from providing such information to the Consortium Member on public interest grounds).
- 16.2 The purpose of Processing of the Personal Data by the Supply Partner is for the performance of the Services pursuant to the Services Agreement. The types of Personal Data and categories of Data Subjects Processed by the Supply Partner under this Agreement are further specified in Appendix 1.
- 16.3 The Supply Partner shall not disclose Personal Data to any third parties without the Consortium Member's prior consent, except as required by law or permitted by this Agreement. Without limiting the generality of the foregoing, the Supply Partner may disclose Personal Data to Sub-processors (including Affiliates of the Supply Partner acting in such capacity) that are engaged by the Supply Partner in accordance with Clause 22.
- 16.4 The Supply Partner agrees and confirms that it will ensure that all persons authorised by the Supply Partner to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality

17 **DATA SUBJECT RIGHTS, COMPLAINTS AND REQUESTS**

17.1 Data Subject Requests

17.2 Taking into account the nature of the Processing, the Supply Partner shall assist the Consortium Member by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Consortium Member's obligations to respond to Data Subject Requests.

17.3 In particular, the Supply Partner shall:

17.3.1 Notify the Consortium Member without undue delay and, in any event, within 1 working day of receipt of a Data Subject Request;

17.3.2 Following receipt of a Data Subject Request, contact the relevant Data Subject to acknowledge receipt of the Data Subject Request and to notify the Data Subject that the Supply Partner has referred the Data Subject Request to the Consortium Member but the Supply Partner shall not respond to any Data Subject Request without the Consortium Member's prior written instructions; and

17.3.3 Provide such assistance as the Consortium Member may reasonably request to help the Consortium Member fulfil its obligations under the Data Protection Laws to respond to Data Subject Requests.

17.4 Complaints and Requests

The Supply Partner shall:

- 17.4.1 Notify the Consortium Member without undue delay of receipt of any complaint or request (other than Data Subject Requests or enquiries from the Supervisory Authority described in Clause 18) relating to (i) the Consortium Member's obligations under the Data Protection Laws; or (ii) Personal Data; and
- 17.4.2 Provide such assistance as the Consortium Member may reasonably request in relation to such complaint or request.

18 CO-OPERATION WITH THE SUPERVISORY AUTHORITY AND THE CONDUCT OF CLAIMS

- 18.1 The Supply Partner shall notify the Consortium Member of all enquiries received from the Supervisory Authority which relate to the Processing of Personal Data, the provision or receipt of the Services or either Party's obligations under this Agreement.
- 18.2 Unless (i) the Supervisory Authority requests in writing to engage directly with the Supply Partner; or (ii) the parties (acting reasonably and taking into account the subject matter of the Supervisory Authority's enquiry) agree that the Supply Partner shall handle such a request itself, the Consortium Member shall be responsible for all communications or correspondence with the Supervisory Authority in relation to the Processing of Personal Data and the provision of the Services.

19 SECURITY

- 19.1 The Supply Partner warrants that it:
 - 19.1.1 Shall implement all such appropriate technical and organisational measures, including but not necessarily limited to those set out in Appendix 2, in order to protect the confidentiality, integrity, availability and resilience of the Supply Partner's systems which are involved in the Processing of Personal Data; and
 - 19.1.2 Has assessed the level of security appropriate to the Processing in the context of its obligations under the Data Protection Laws and agrees that the security measures set out in Appendix 2 are consistent with such assessment.

20 SECURITY BREACH MANAGEMENT AND NOTIFICATION

- 20.1 The Supply Partner shall notify the Consortium Member without undue delay and, in any event, within 1 working day of becoming aware of the occurrence of a Personal Data Breach and provide the Consortium Member with the following information as soon as it becomes available:
 - 20.1.1 A description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects concerned and the approximate number of Personal Data records concerned;
 - 20.1.2 The name and contact details of a representative of the Supply Partner from whom more information can be obtained;
 - 20.1.3 A description of the likely consequences of the Personal Data Breach; and

20.1.4 A description of the measures the Supply Partner has taken or proposes to take to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

20.2 The Parties agree to co-ordinate in good faith in the preparation of any public statements relating to a Personal Data Breach and any required notices to the affected Data Subjects and/or the Supervisory Authority in connection with a Personal Data Breach.

21 **RETURN AND DELETION OF PERSONAL DATA**

21.1 Subject to Clause 12, on termination of this Agreement for any reason or upon written request from the Consortium Member at any time, the Supply Partner shall cease Processing any Personal Data and return to the Member or delete any Personal Data in the Supply Partner's possession or control, except as required by law or as the Supply Partner may require in order to defend any actual or possible legal claims.

22 **SUB-PROCESSORS**

22.1 Appointment of Sub-processors

The Supply Partner shall:

22.1.1 Not engage Sub-processors in connection with the provision of the Services without the Member's prior specific written authorisation; and

22.1.2 Inform the Consortium Member of any intended changes concerning the addition or replacement of Sub-processors and give the Consortium Member the opportunity to object to any such changes.

22.2 Sub-processing Agreement

If the Supply Partner engages a Sub-processor to Process any of the Consortium Member's Personal Data:

22.2.1 It must not do so without the prior specific authorisation of the Consortium Member;

22.2.2 it shall ensure that it enters into a written contract with that Sub-processor which imposes on the Sub-processor obligations that are equivalent to the obligations to which the Supply Partner is subject under this Agreement; and

22.2.3 it acknowledges it will remain fully liable to the Consortium Member for the performance of that Sub-processor's obligations.

22.3 Responsibility for Sub-processors

The Supply Partner shall be responsible and liable for the acts, omissions or defaults of its Sub-processors in the performance of the Supply Partner's obligations under this Agreement or otherwise as if they were the Supply Partner's own acts, omissions or defaults.

23 **AUDITS AND REQUESTS FOR INFORMATION AND ASSISTANCE**

23.1 The Member may audit the Supply Partner's compliance with its obligations under this Agreement, subject to the following:

23.1.1 The Consortium Member may perform such audits once per year or more frequently if required by the Data Protection Laws, provided that the audit is conducted during usual business hours;

23.1.2 The Consortium Member may use a third party to perform such an audit on its behalf, provided that the Member provides the Supply Partner with reasonable notice of the identity of the third party prior to the audit;

23.1.3 Nothing in this Clause 23.1 shall require the Supply Partner to breach any duties of confidentiality owed to any of its employees or other clients; and

23.1.4 The audit will be conducted at the Consortium Member's expense.

23.2 Where requested by the Consortium Member, the Supply Partner shall provide the Consortium Member with such assistance and information as may be reasonably required in order for the Consortium Member to comply with any obligation to (i) carry out a data protection impact assessment; or (ii) consult with the Supervisory Authority.

24 **TRANSFERS OUTSIDE OF THE UK**

24.1 The Supply partner shall not transfer Personal Data to a recipient, whether an Affiliate or not, located outside of the UK without the prior written consent of the Consortium.

24.2 In the event that the Consortium consents to the Supply Partner transferring Personal Data outside of the UK, the Supply Partner shall only do so under Standard Contractual Clauses.

25 **DATA PROTECTION LIABILITY**

25.1 The Supply Partner shall:

25.1.1 Be liable for the Supply Partner's breach of this Agreement or the Data Protection Laws and any liability to a Data Subject that may arise as a result; and

25.1.2 Indemnify the Consortium Member and keep the Consortium Member indemnified in full against all Personal Data Losses suffered or incurred by the Consortium Member in connection with or as a result of a breach by the Supply Partner of its obligations under this Agreement.

26 **EXCLUSION OF 3RD PARTY RIGHTS (DATA PROTECTION)**

26.1 Subject to any third-party rights that may be granted to Data Subjects under the Standard Contractual Clauses put in place by the Supply Partner in accordance with Clause 24.2, all other third party rights are excluded.

27 GOVERNING LAW

27.1 To the extent required by the Data Protection Laws, the rights and obligations of the Parties under this Agreement shall be governed by English law.

28 DISPUTE RESOLUTION

28.1 In the event of a dispute between the Parties out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then, except as expressly provided in this Agreement, the Parties shall follow the dispute resolution procedure set out in this Clause:

28.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice, a senior officer of each Party shall attempt in good faith to resolve the Dispute;

28.1.2 if the senior officers are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("**ADR Notice**") to the other Party requesting mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR Notice. Unless otherwise agreed by the Parties the place of mediation shall be nominated by the mediator.

28.2 Nothing in this Clause 28 will prevent or delay either Party from:

28.2.1 seeking orders for specific performance, interim or final injunctive relief;

28.2.2 exercising any rights it has to terminate this Agreement; or

28.2.3 commencing any proceedings where any delay would be to the detriment of the Party wishing to commence such proceedings.

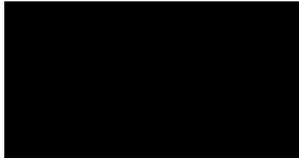
29 THIRD PARTY RIGHTS

29.1 The Parties agree that the Consortium shall be entitled to enforce any provision of this Agreement which benefits the Consortium Member on behalf of the Consortium Member or for the general protection of the Consortium's Members (but acknowledge that it shall not be obliged to do so).

29.2 Subject to Clause 29.1, any person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act and any subsequently amended legislation from time to time.

30 NOTICES

- 30.1 Any notice will be in writing, marked for the attention of the specified representative of the Party to be given the notice and:
- 30.1.1 sent by pre-paid first-class post or recorded delivery to that Party's address; or
 - 30.1.2 delivered to or left at (but not, in either case by post) that Party's address;
 - 30.1.3 sent by facsimile to that Party's facsimile number (with a copy sent by pre-paid first-class post or recorded delivery) to that Party's address within 24 hours after sending the facsimile; or
 - 30.1.4 sent by e-mail to that Party's e-mail address (with a copy sent by pre-paid (first class post, recorded delivery to that Party's address within 24 hours after sending the e-mail.
- 30.2 The details and representative for each Party are set out below and may be changed by that Party giving at least 7 working days' notice in accordance with Clause 30.1.

| | |
|--|---|
| <p>The Consortium Member:</p> <p>NHS BUSINESS SERVICES AUTHORITY</p>  | <p>The Supply Partner:</p> <p>ALLPAY LIMITED</p>  |
|--|---|

- 30.3 Any notice given in accordance with Clause 30.1 will be deemed to have been served if:
- 30.3.1 if given as set out in Clause 30.1.1, at 9.00am on the second working day after the date of posting;
 - 30.3.2 if given as set out in Clause 30.1.2 at the time the notice is delivered to or left at that Party's address; and
 - 30.3.3 if given as set out in Clause 30.1.3, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report; and
 - 30.3.4 if given as set out in Clause 30.1.4, at the time of sending the e-mail (except that if an automatic notification is received by the sender within 24 hours after sending the e-mail informing the sender that the e-mail has not been delivered to the recipient that e-mail will be deemed not to have been served).
- 30.4 To prove service of a notice it will be sufficient to prove that the provisions of this Clause 30 were complied with.

31 **EQUALITY AND DIVERSITY**

- 31.1 The Supply Partner shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and the Employment Equality (Age) Regulations 2006 or any statutory modification or re-enactment thereof relating to discrimination in employment any subsequent amendments to legislation from time to time.
- 31.2 The Supply Partner shall in relation to this Agreement comply at all times with the Consortium Member's Equality and Diversities policy.

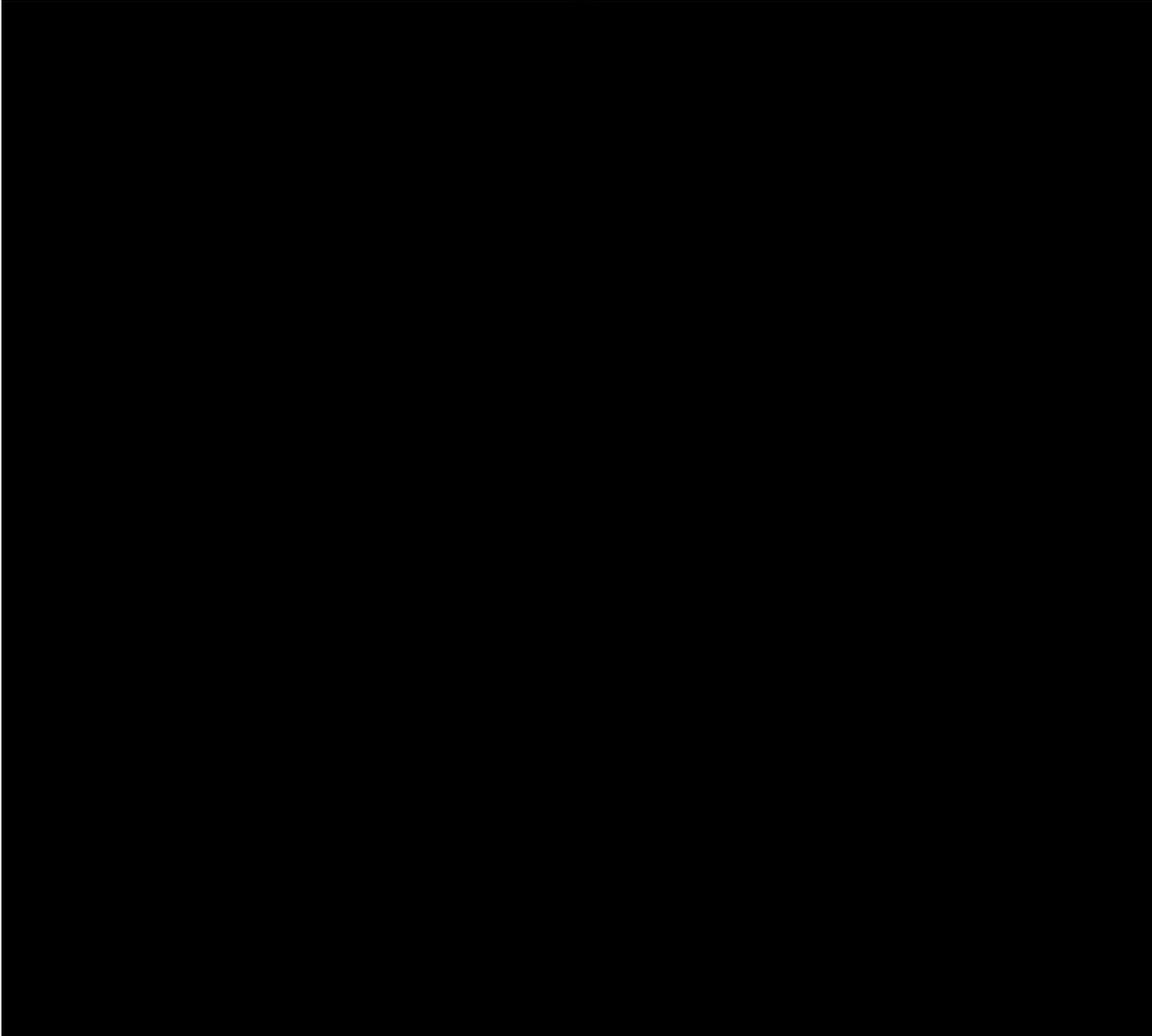
32 **MODERN SLAVERY**

The Modern Slavery Act came into force in 2015 and enforces protection against slavery and trafficking in the UK. It requires business over a certain size threshold (currently £36 million) to disclose each year what action they have taken to ensure there is no modern slavery in their business or supply chains. During the life of the Framework, the Consortium will require you to provide a statement on how you are complying with the act. Once the statements have been reviewed by our team, should a Member request to see a copy of this we are required to share this with them.

33 **EXECUTION**

The Parties have shown their acceptance of the terms of this Agreement by executing two copies of it by virtue of the authorised signatories from each Party as in the Authorised Signatory page below:-. Each executed copy shall count as an original.

Authorised Signatories on behalf of the Parties



APPENDIX 1

Data Processing Details

Data Subjects

The Consortium considers the following categories of Data Subjects) will be subject to processing by the Supply Partner under the Framework Agreement.

- i) Member Organisation's Tenants, Residents, Customers or End Users of Products or Services provided;
- ii) Member Organisaion's Staff/Employees
- iii) Member Organisation's other Contractors and Sub-Contractors.

Categories of Personal Data

The following categories of Personal Data will be Processed by the Supply Partner under the Framework:

- i) Name;
- ii) Address;
- iii) e-mail address; and
- iv) Telephone number; and
- v) Payment Reference Number
- vi) Card Details

Special categories of data / Personal data relating to criminal convictions and offences

The following special categories of Personal Data / Personal Data relating to criminal convictions and offences will be Processed under this Agreement:

None

Processing operations

The Personal Data Processed will be subject to the following basic Processing activities:

- i) To perform the Services under the Framework;
- ii) To comply with any statutory and regulatory obligations placed upon the Supply Partner;
- iii) To maintain the Supply Partner's accounts and records; and
- iv) The collection, storage, analysis and disclosure of the Personal Data in accordance with this Agreement and the Framework.

Joint Controllership

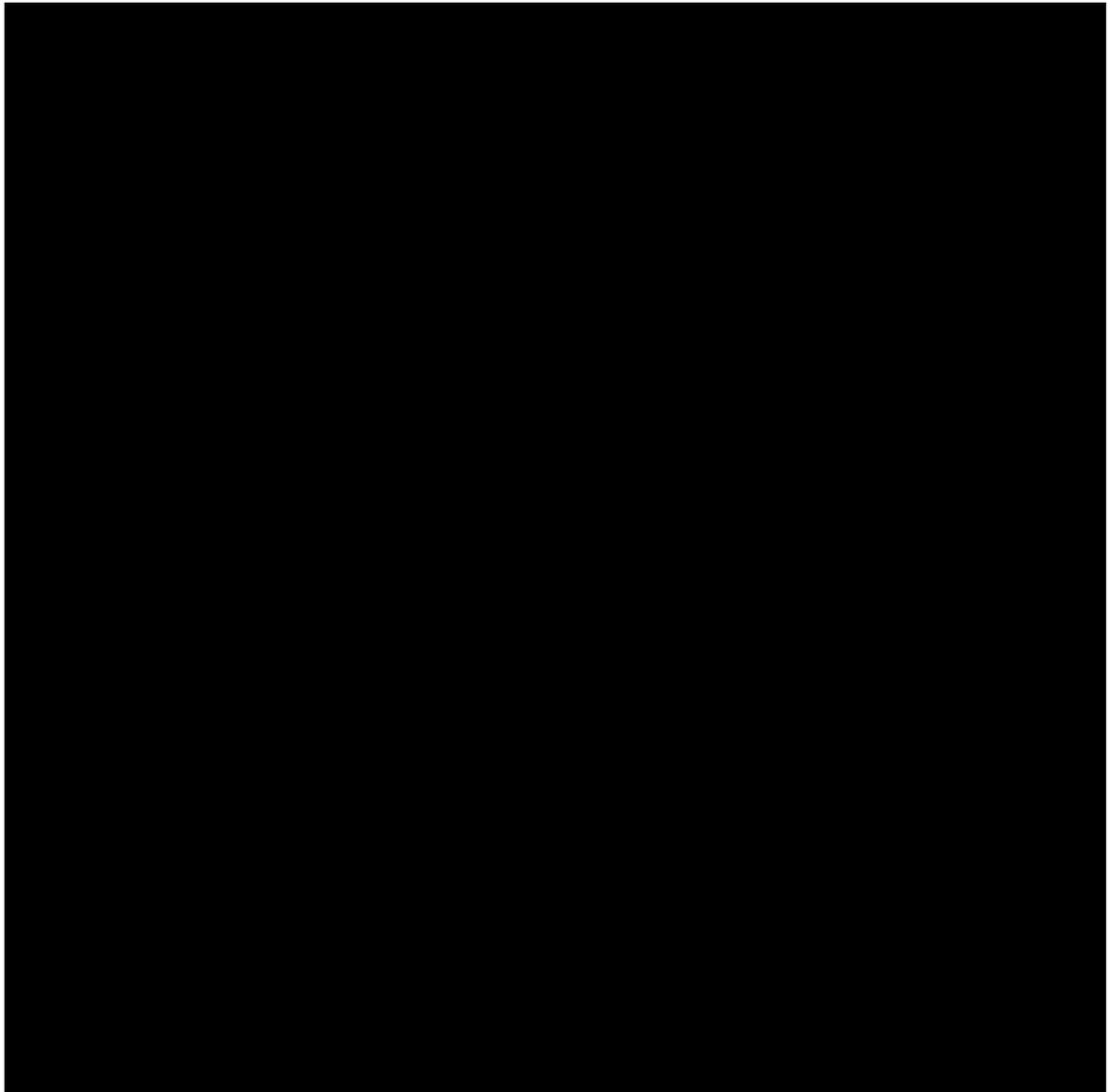
The parties acknowledge and agree that in relation to processing for the following activities:

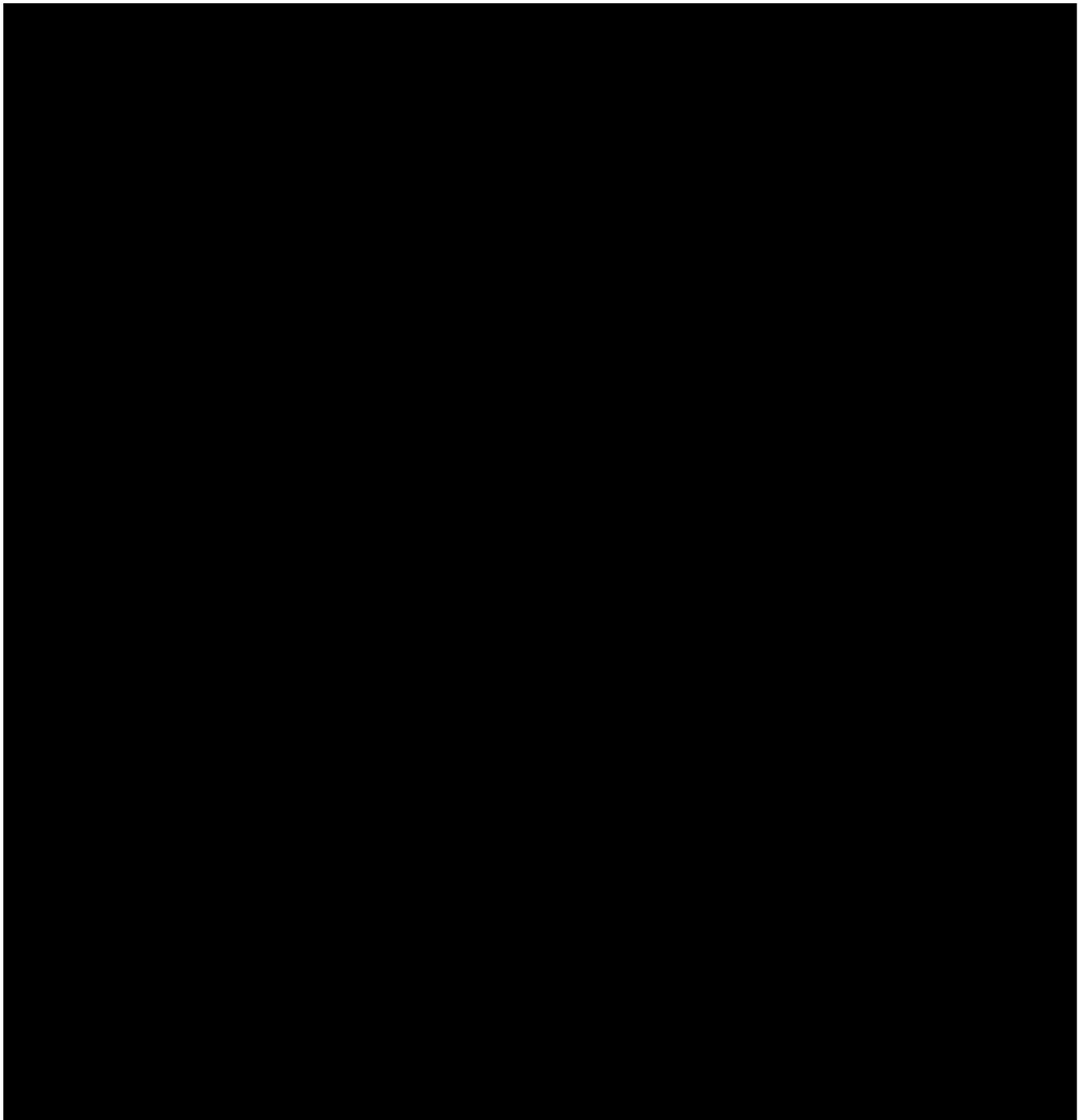
- i) Direct Debit Solution
- ii) Card Acceptance

that they shall act as joint controllers as defined under Article 26(1) of the UK GDPR for the processing of personal data.

Sub Processors

This section outlines the sub-processors that the Supply Partner engages to process personal data. These sub-processors have been carefully selected and are bound by contractual obligations to ensure the security and privacy of the personal data being processed.





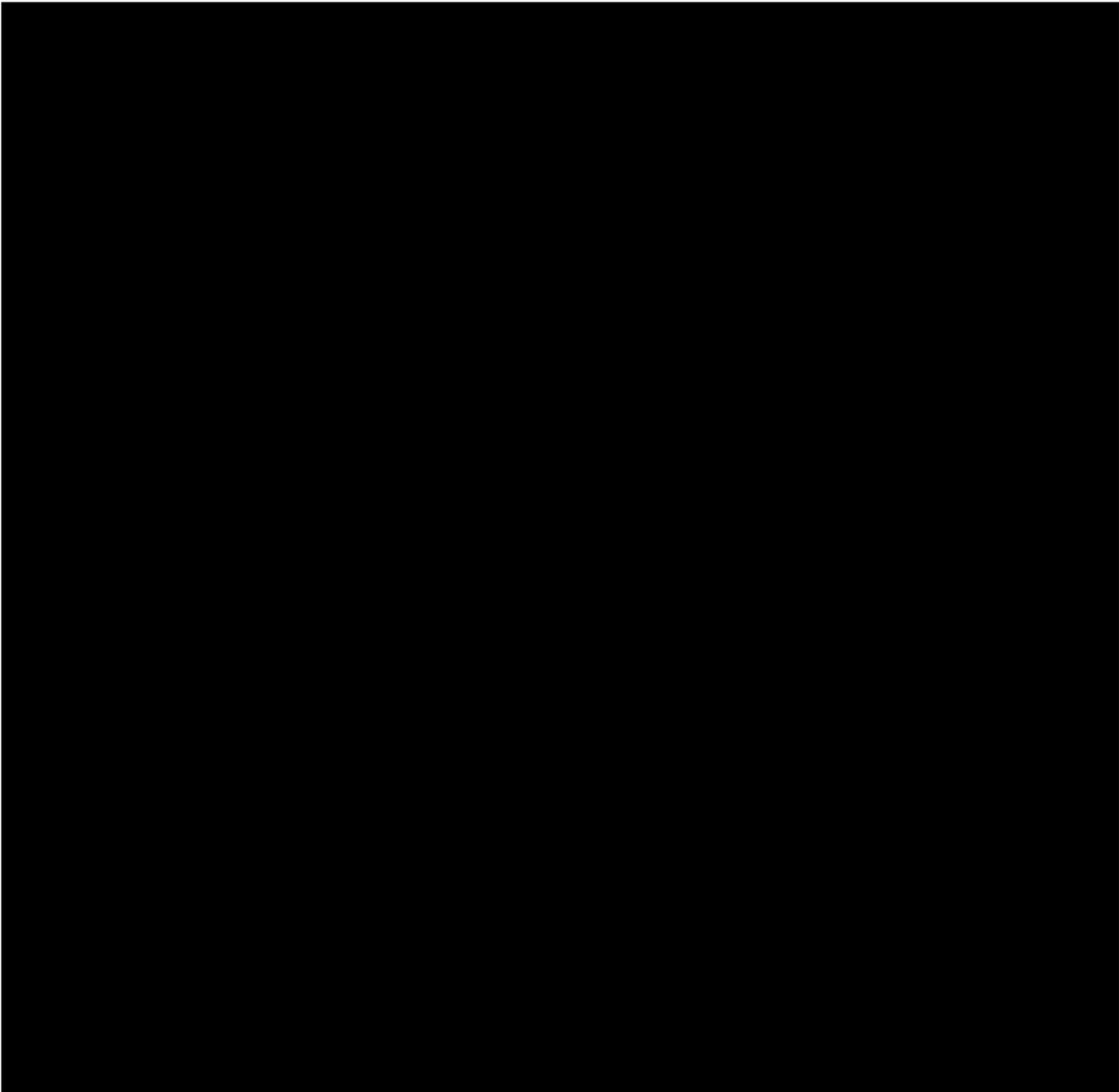
APPENDIX 2

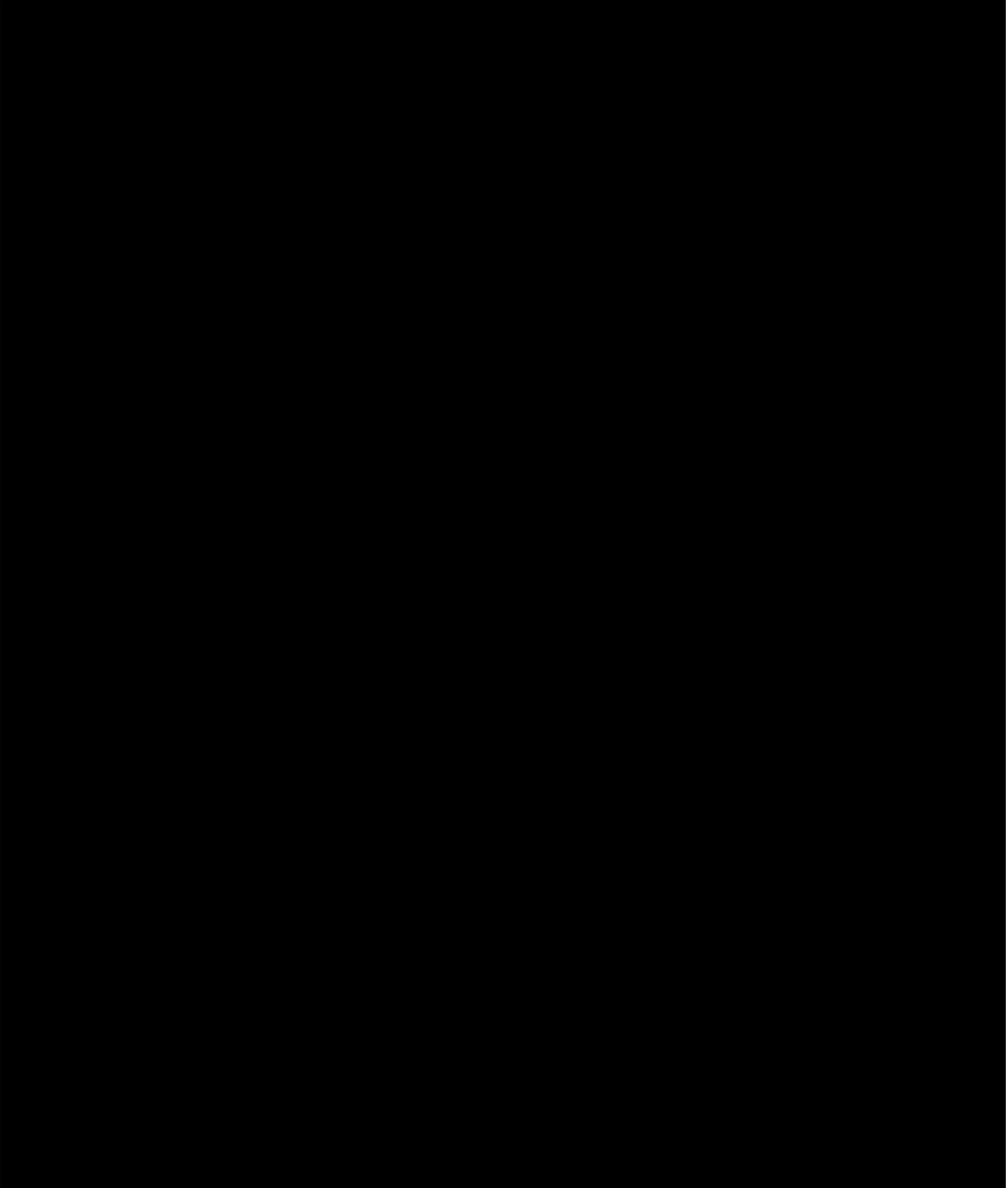
Security Measures

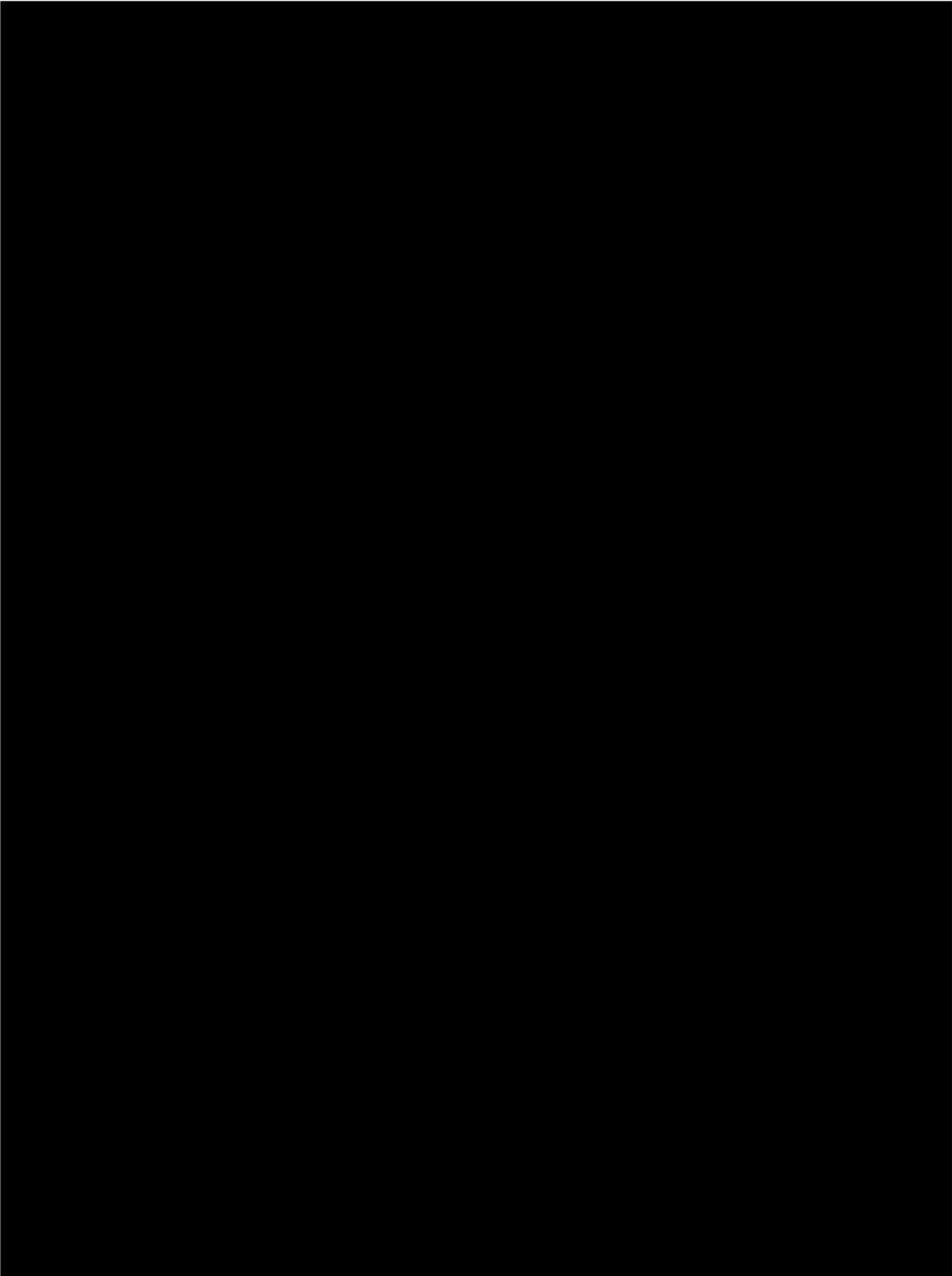
In order to fulfil its obligations under this Agreement, the Supply Partner shall implement the following:

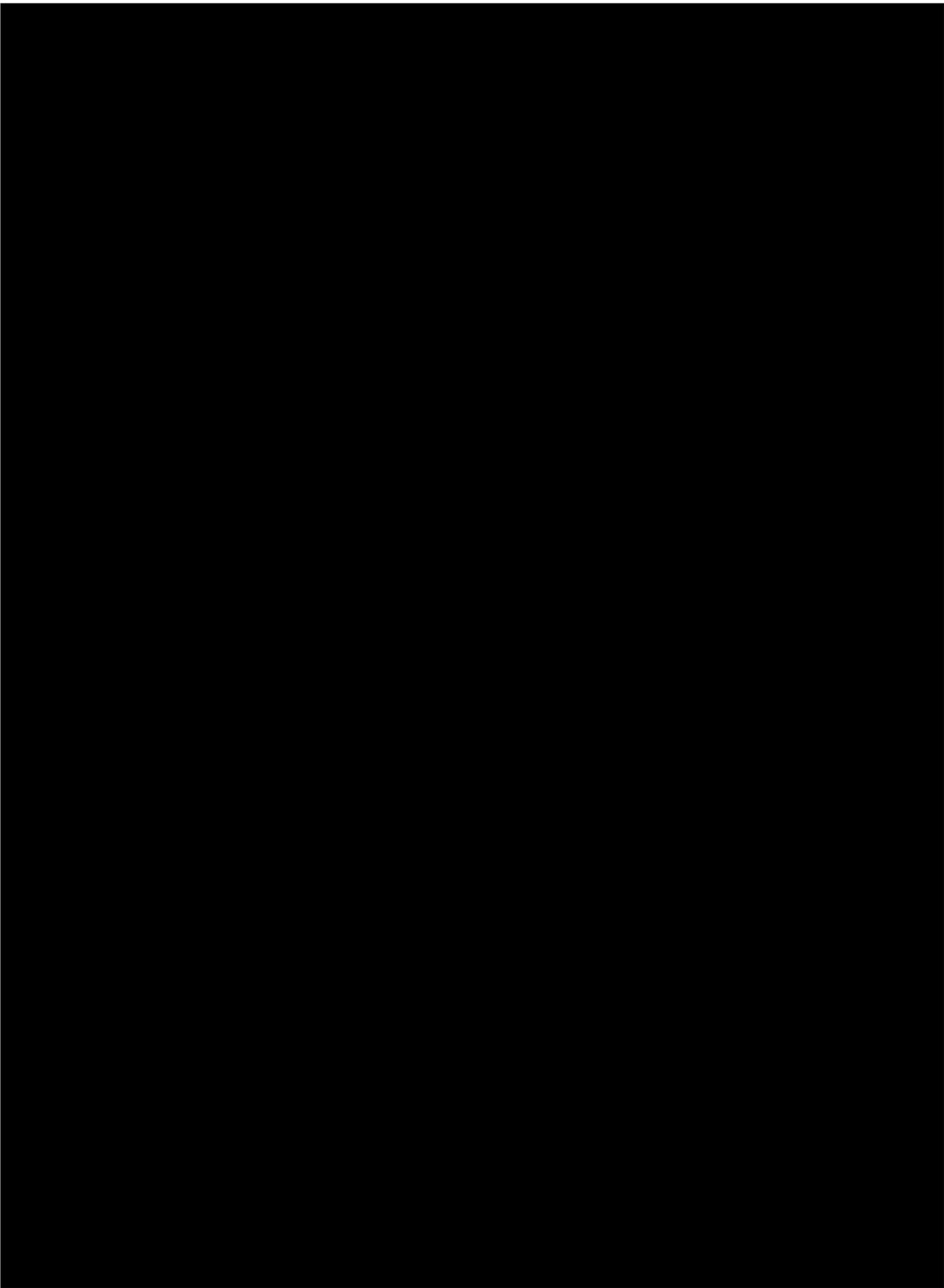
- i) Organisational management processes and staff responsible for the development, implementation, and maintenance of the Supply Partner's information security policy & procedures
- ii) Maintain certifications to ISO 27001, Cyber Essentials Plus and PCI DSS.

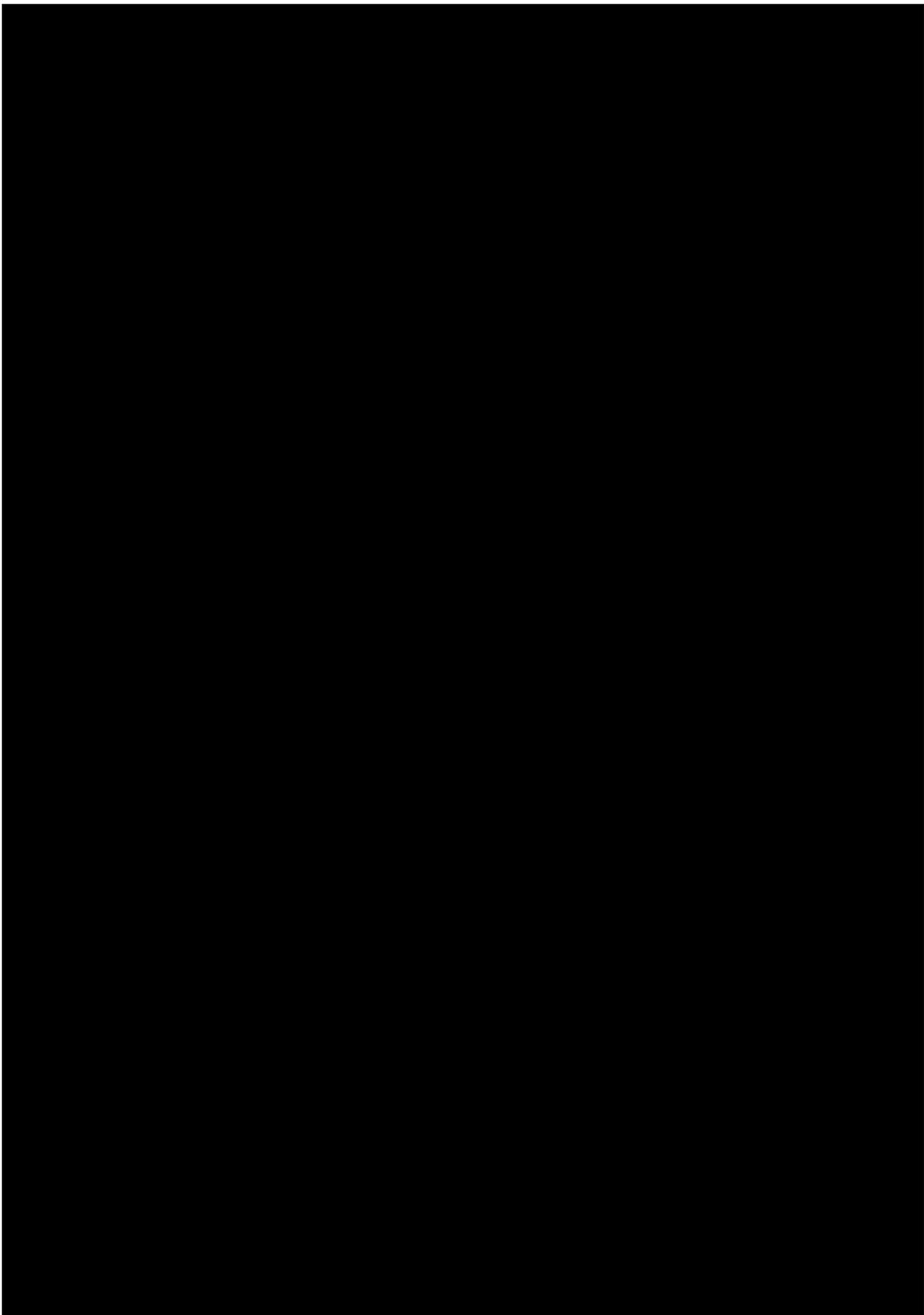
SCHEDULE 1 – FRAMEWORK SPECIFICATION

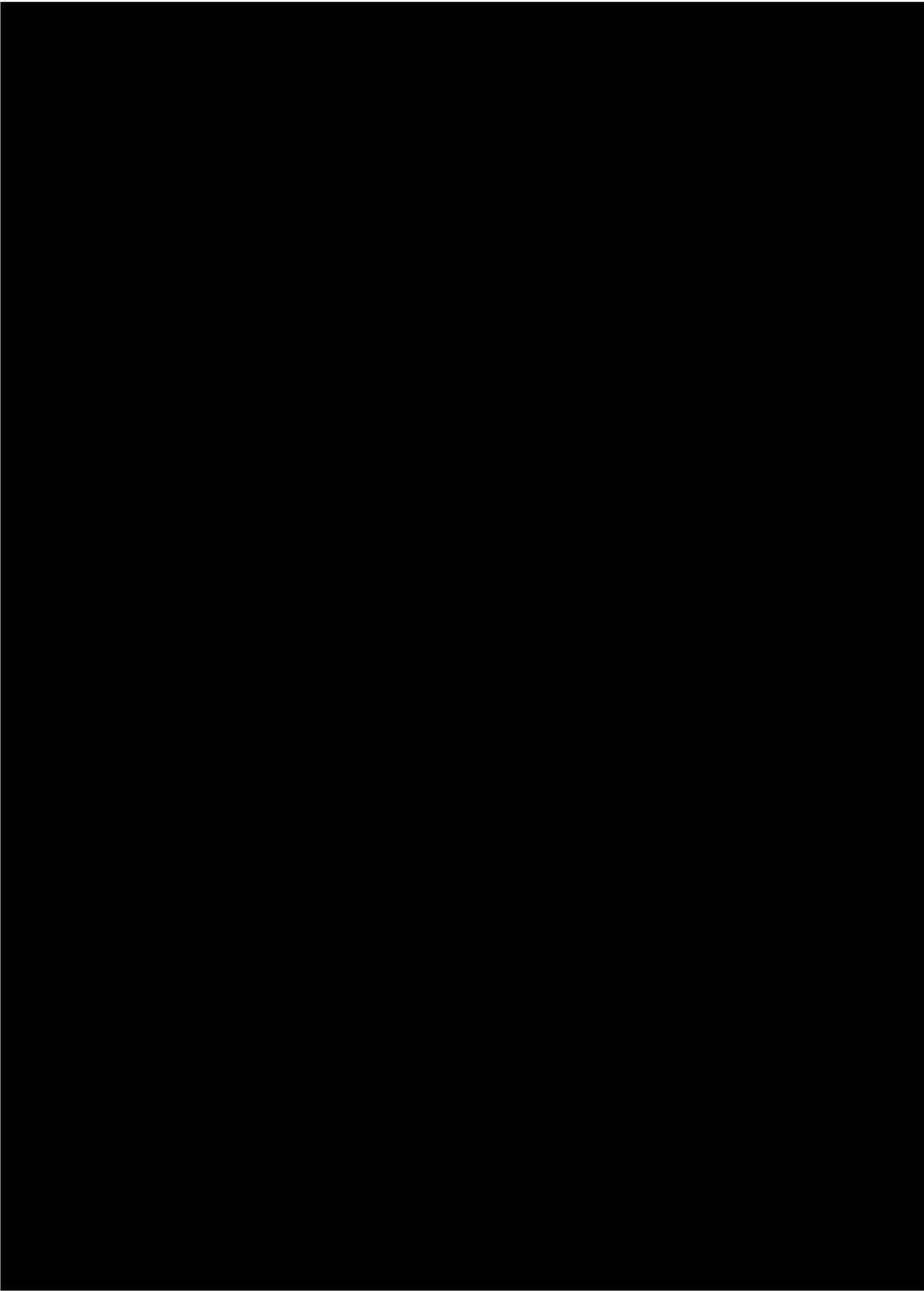




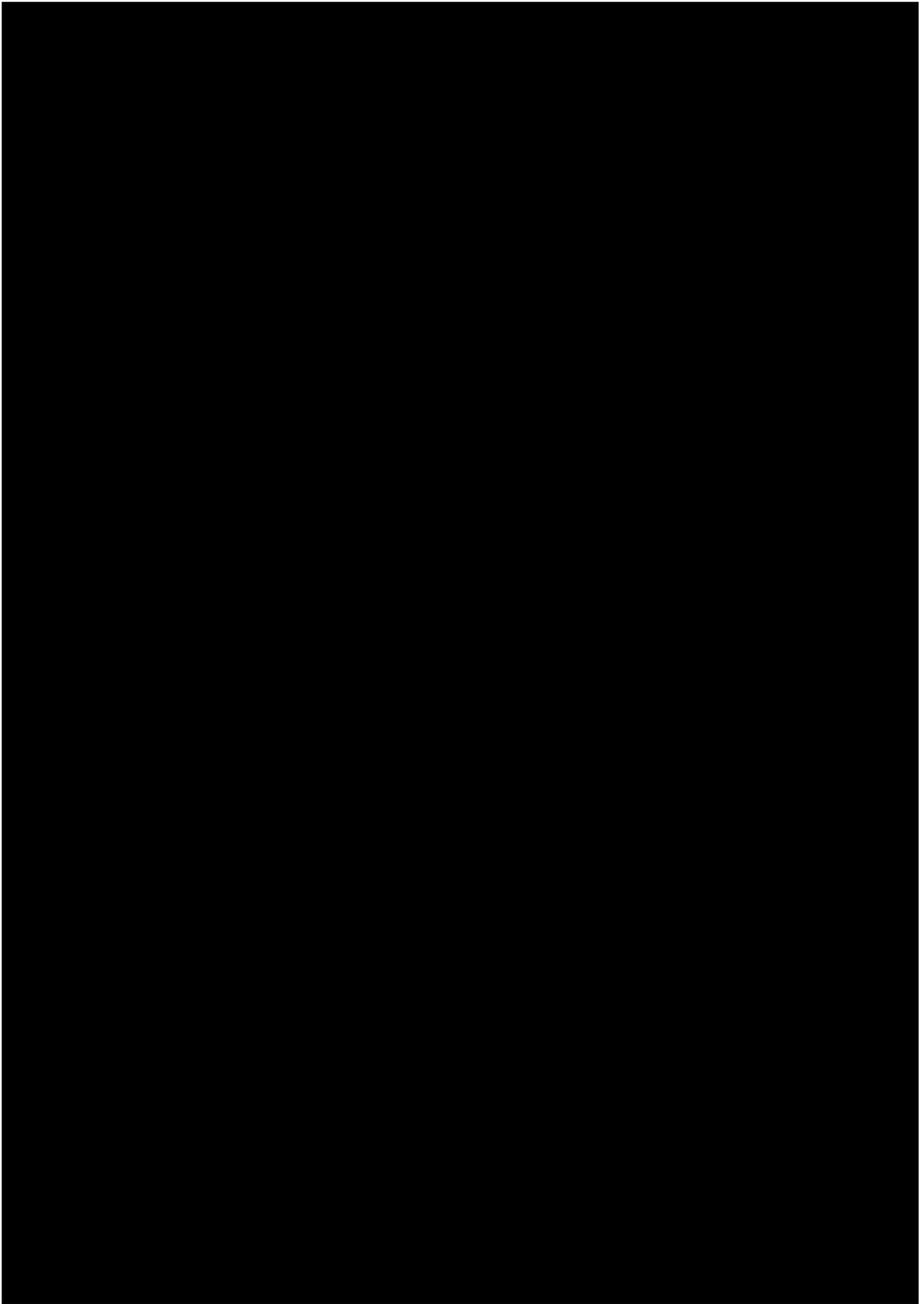


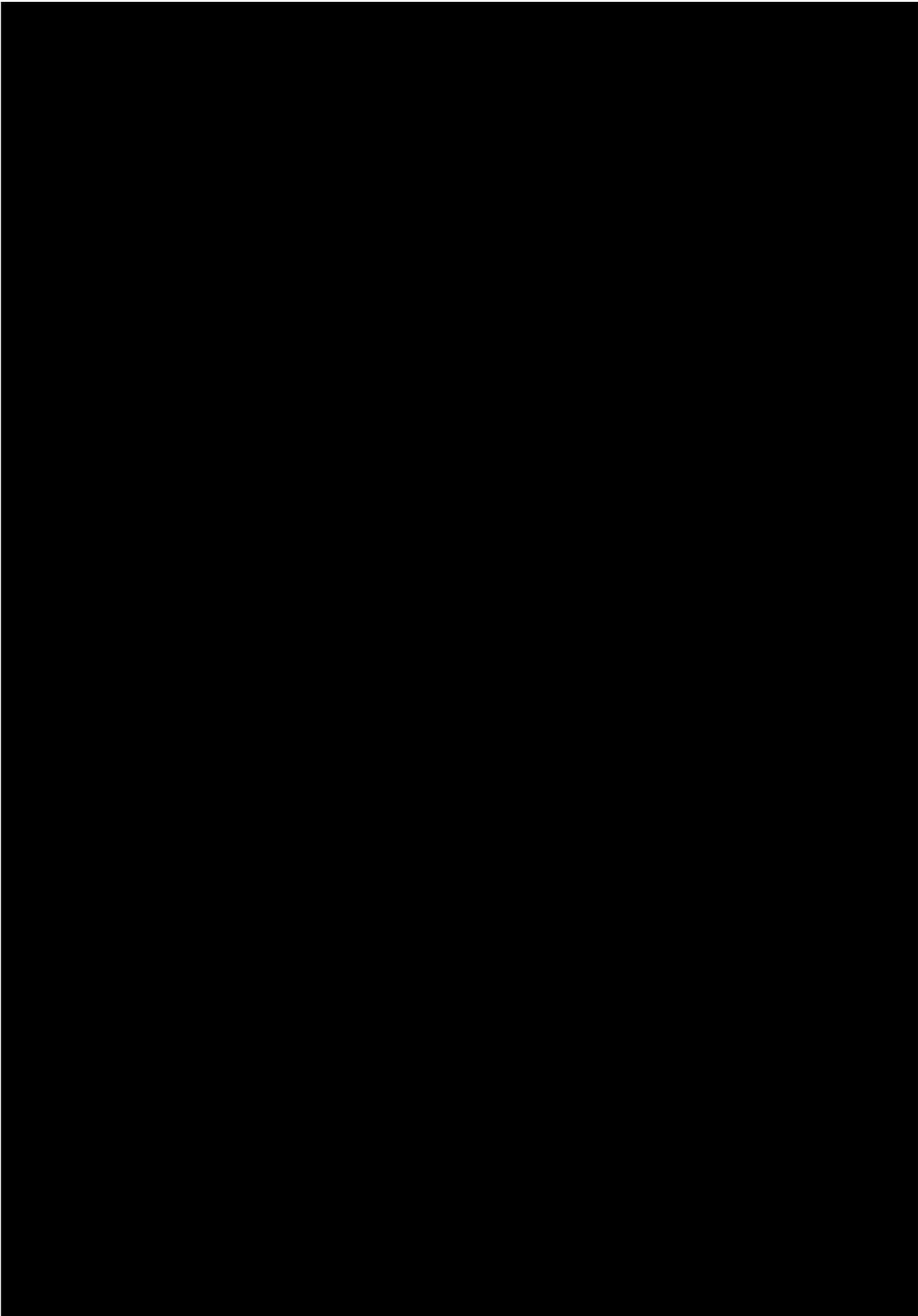


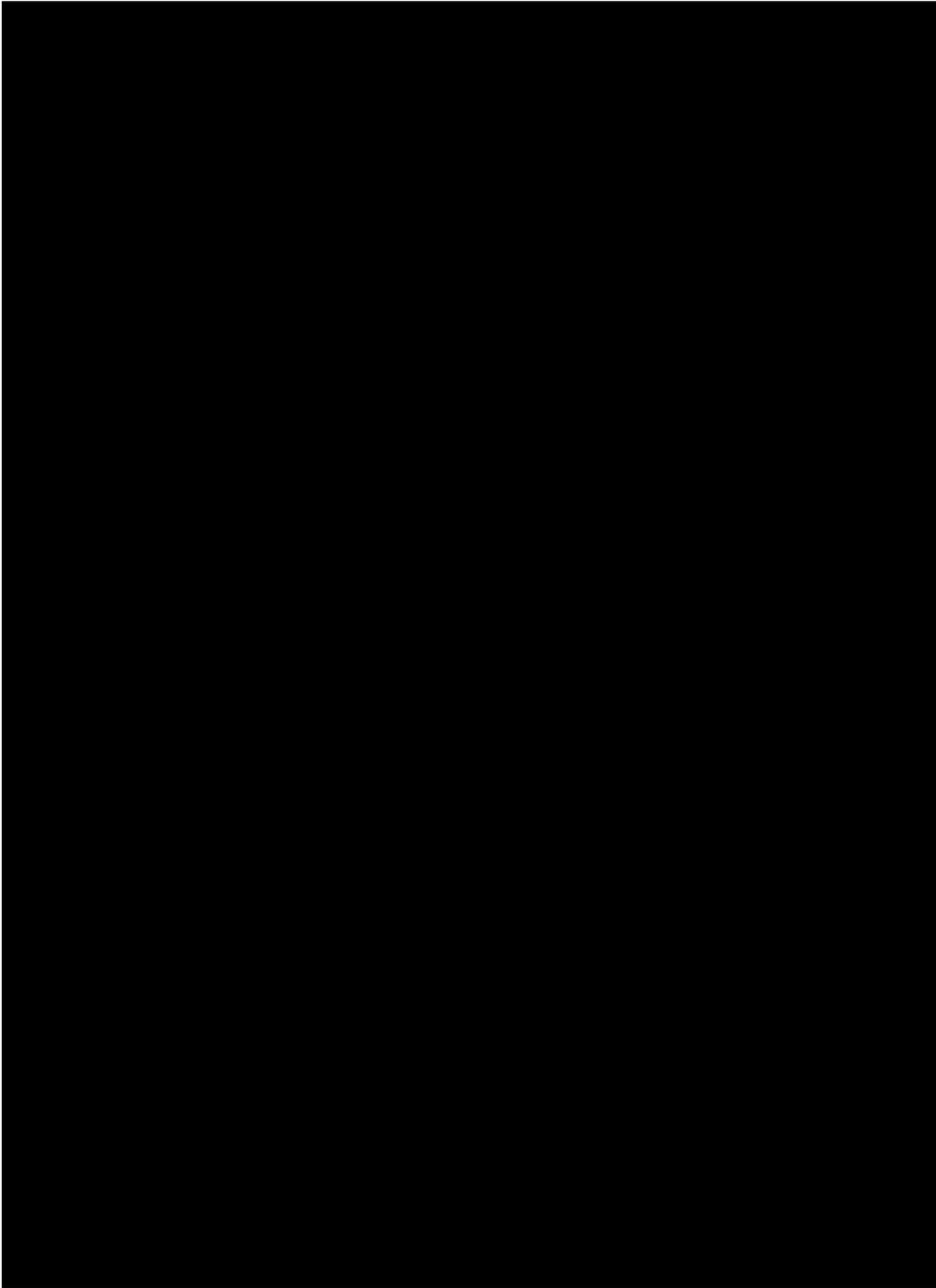


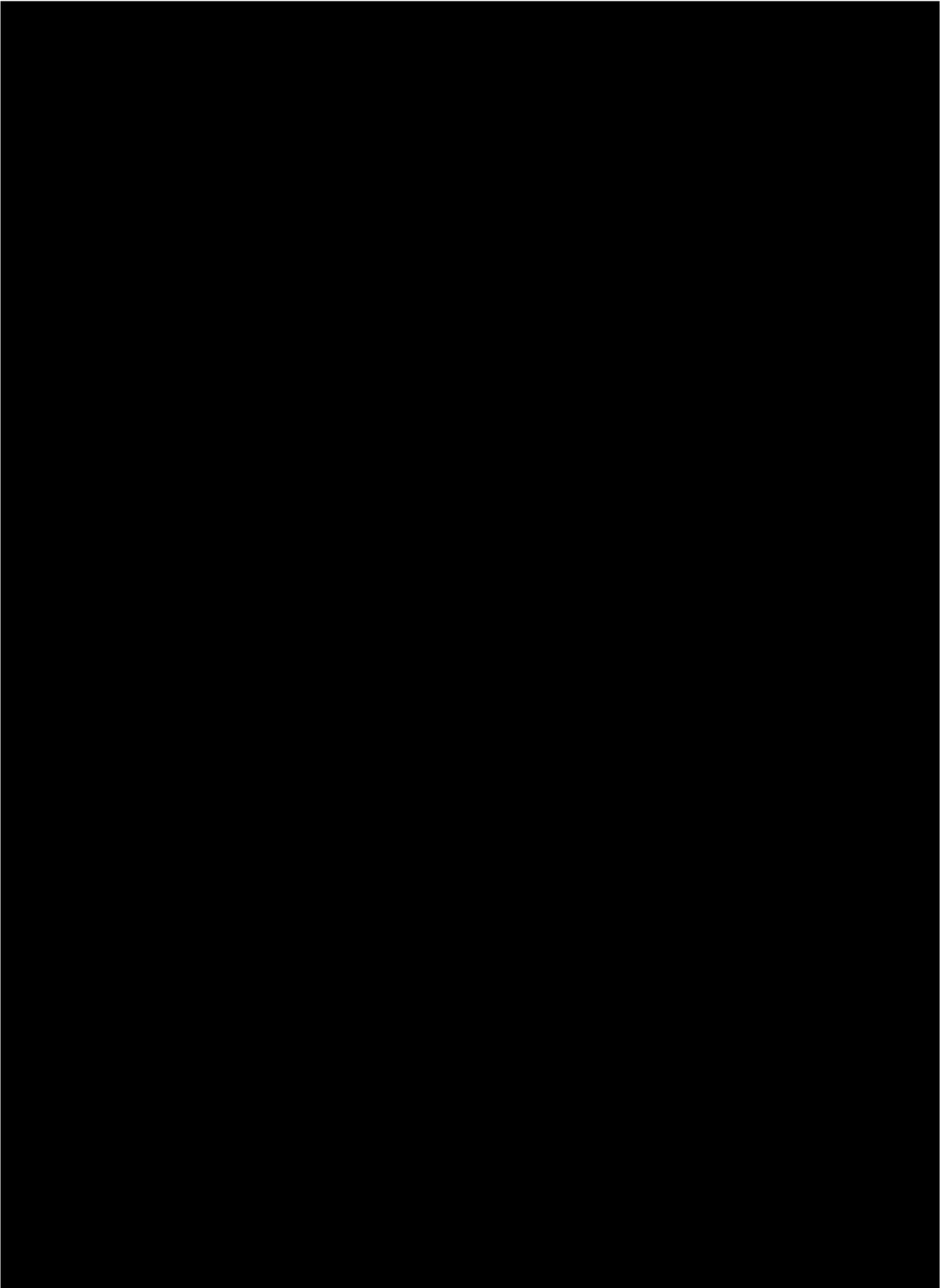


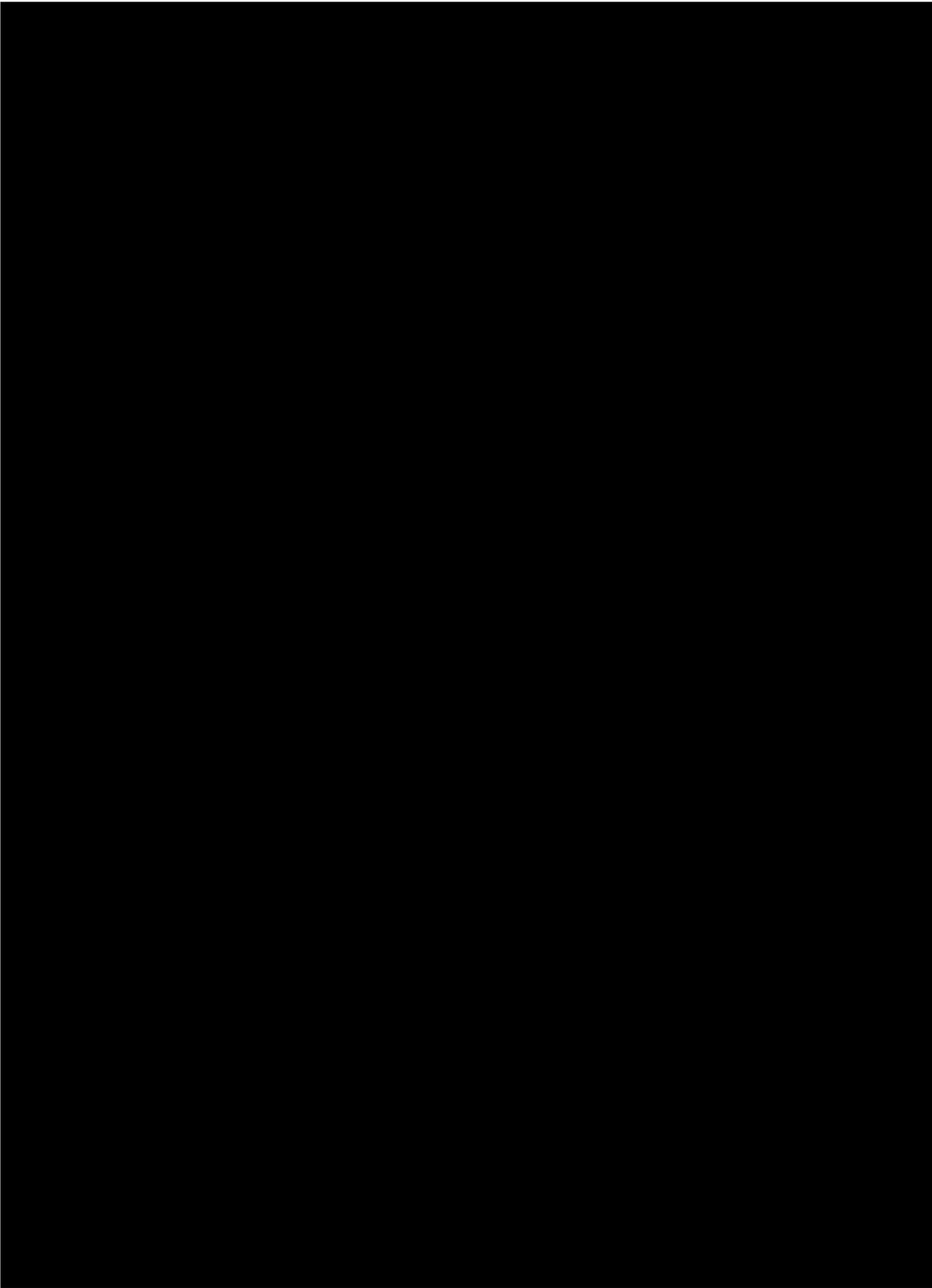


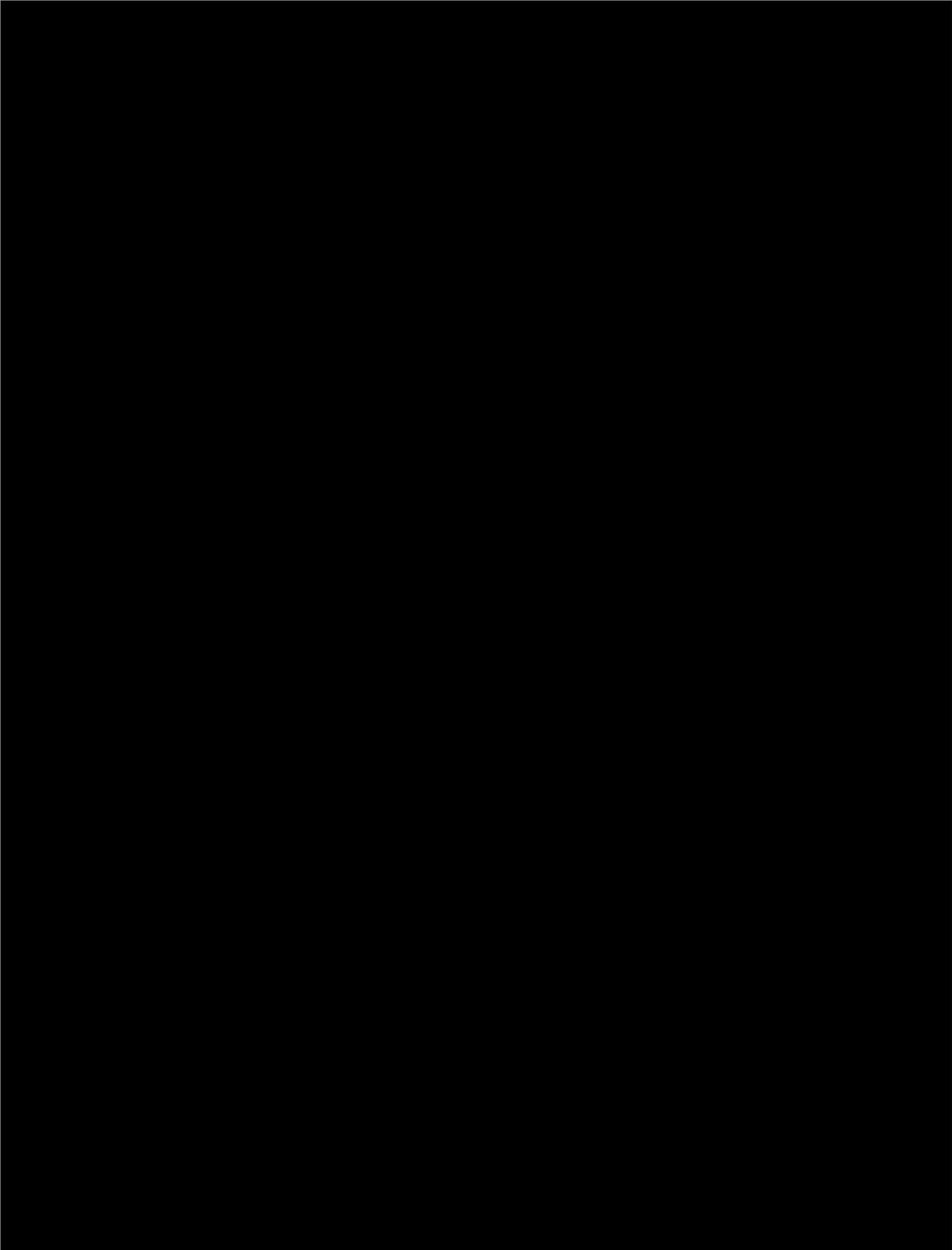


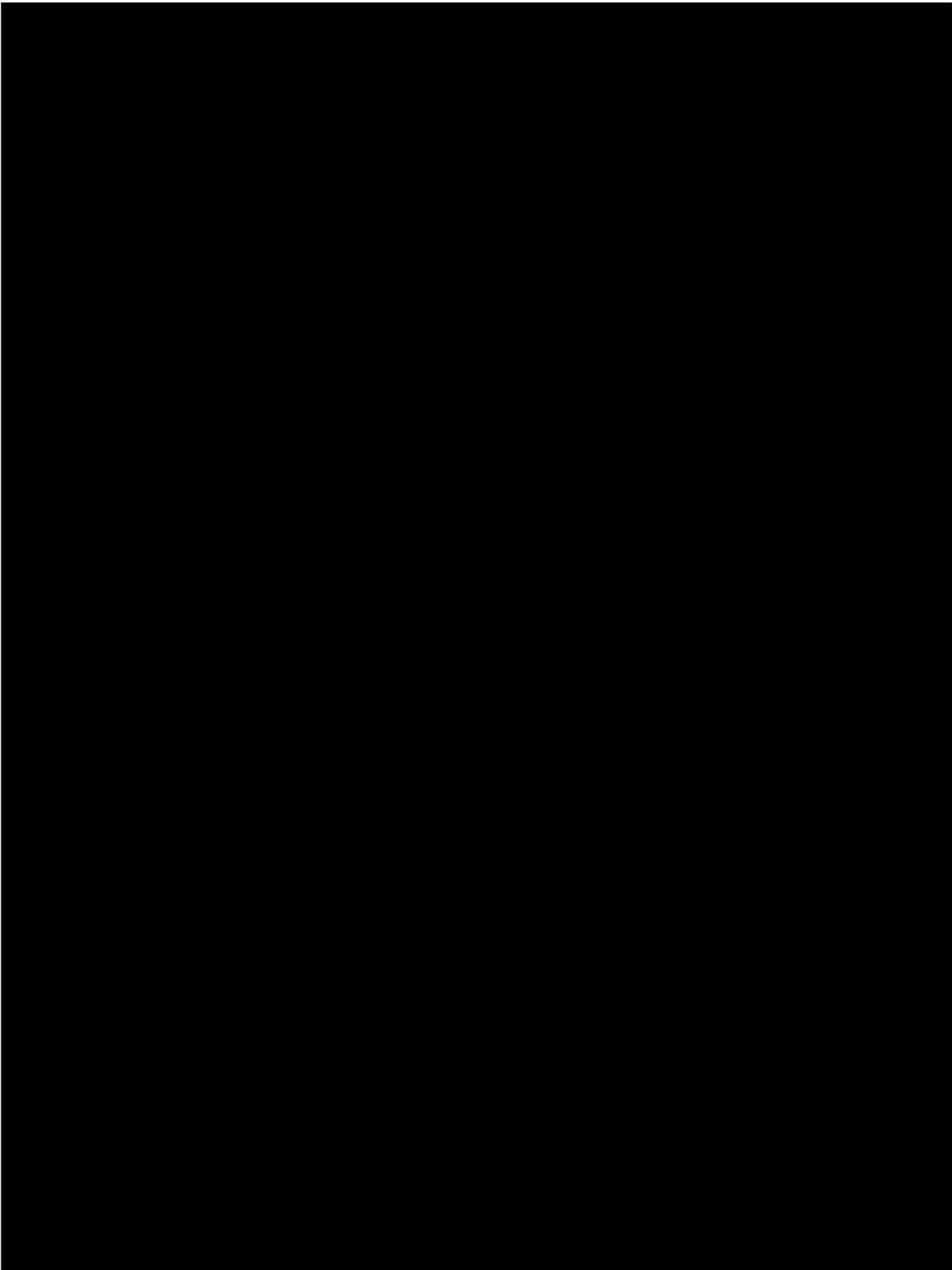


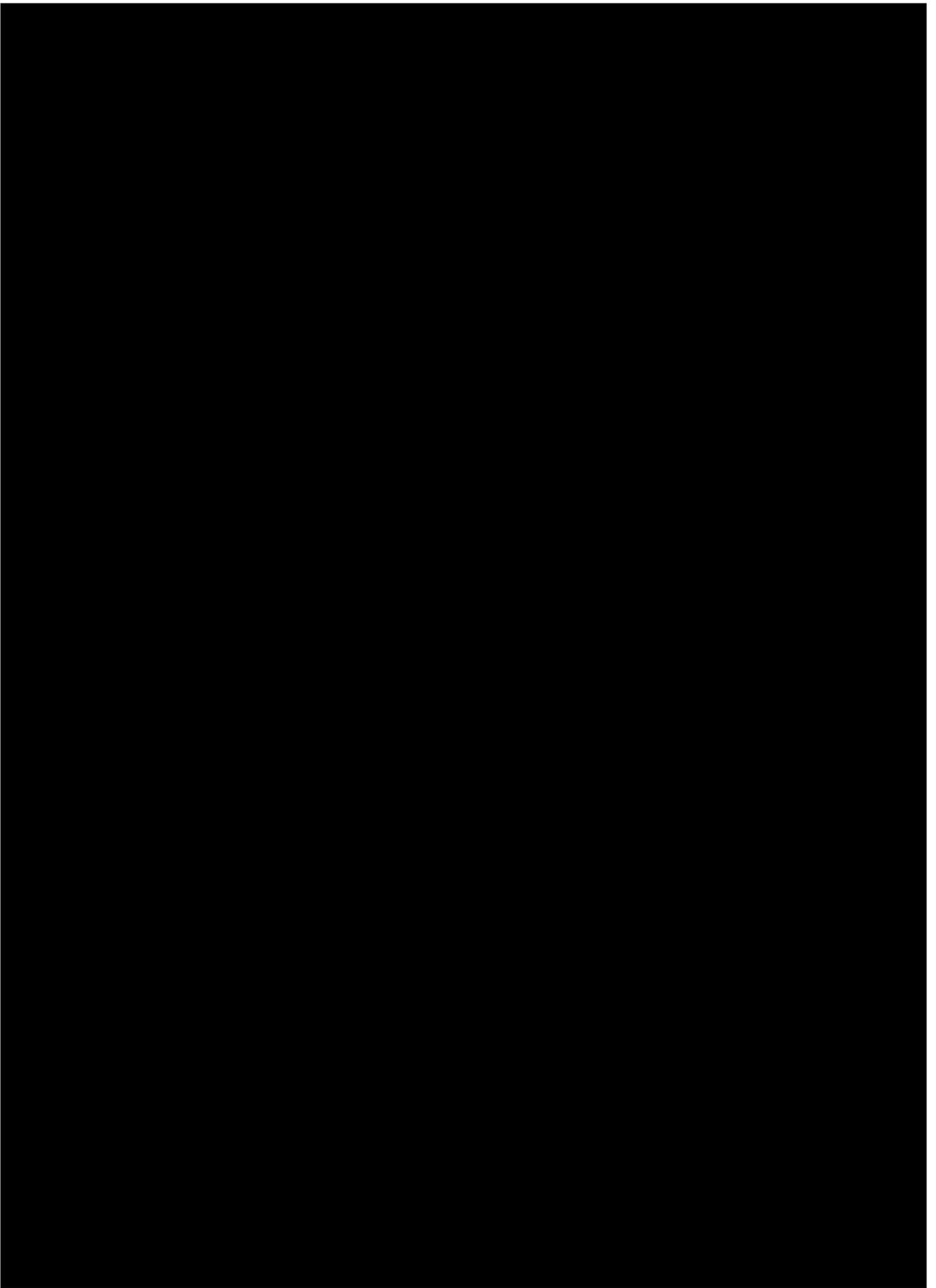


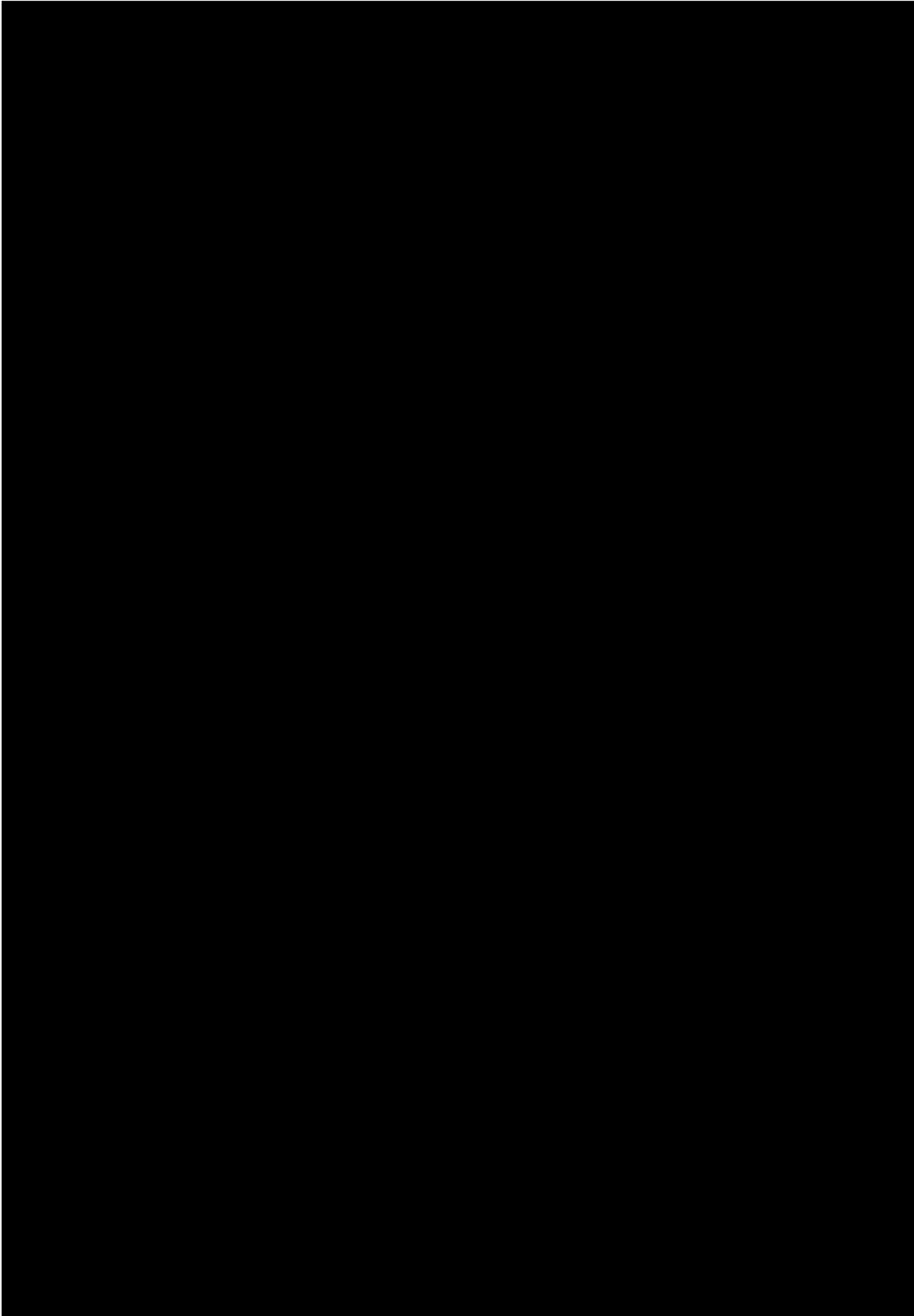


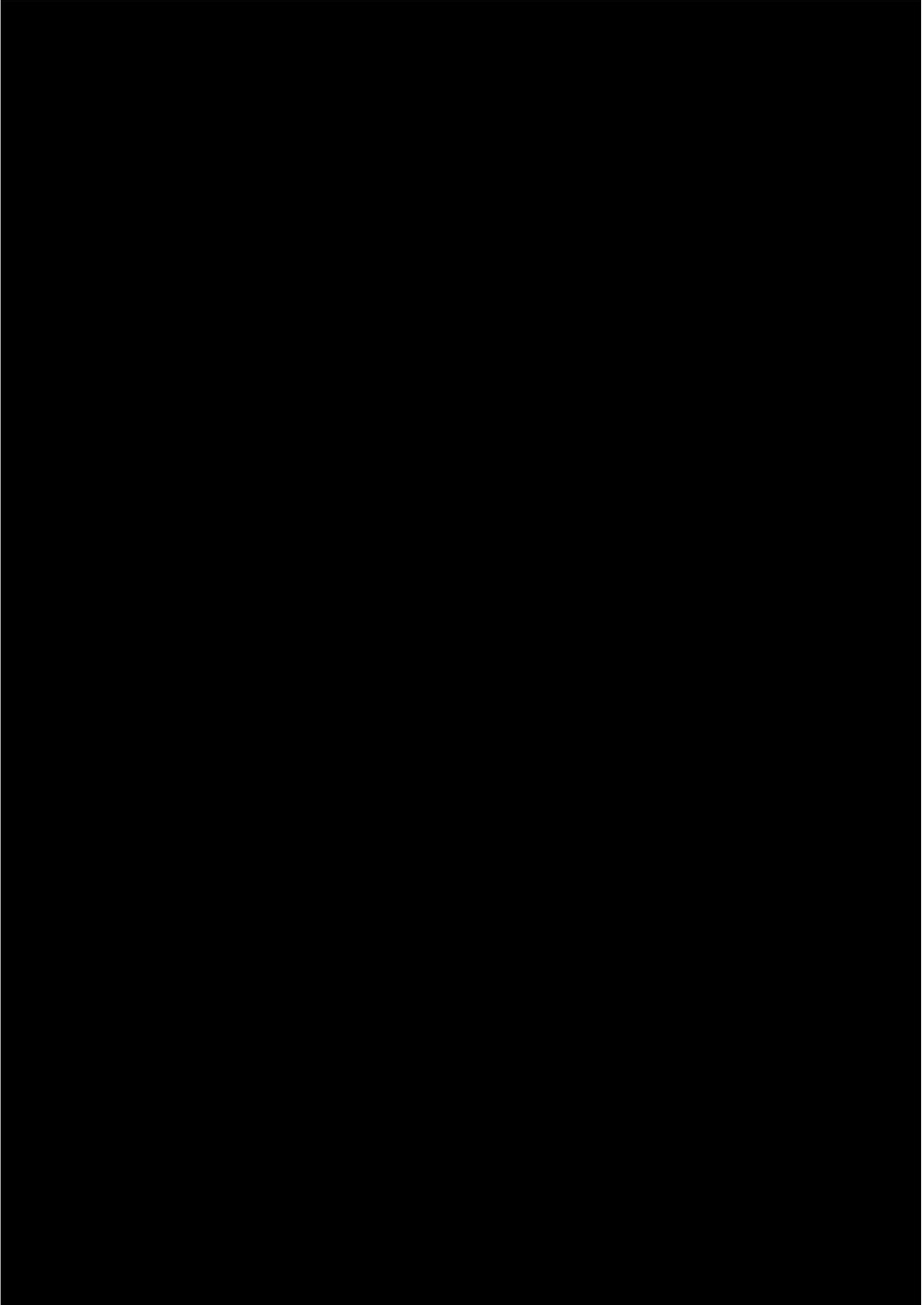


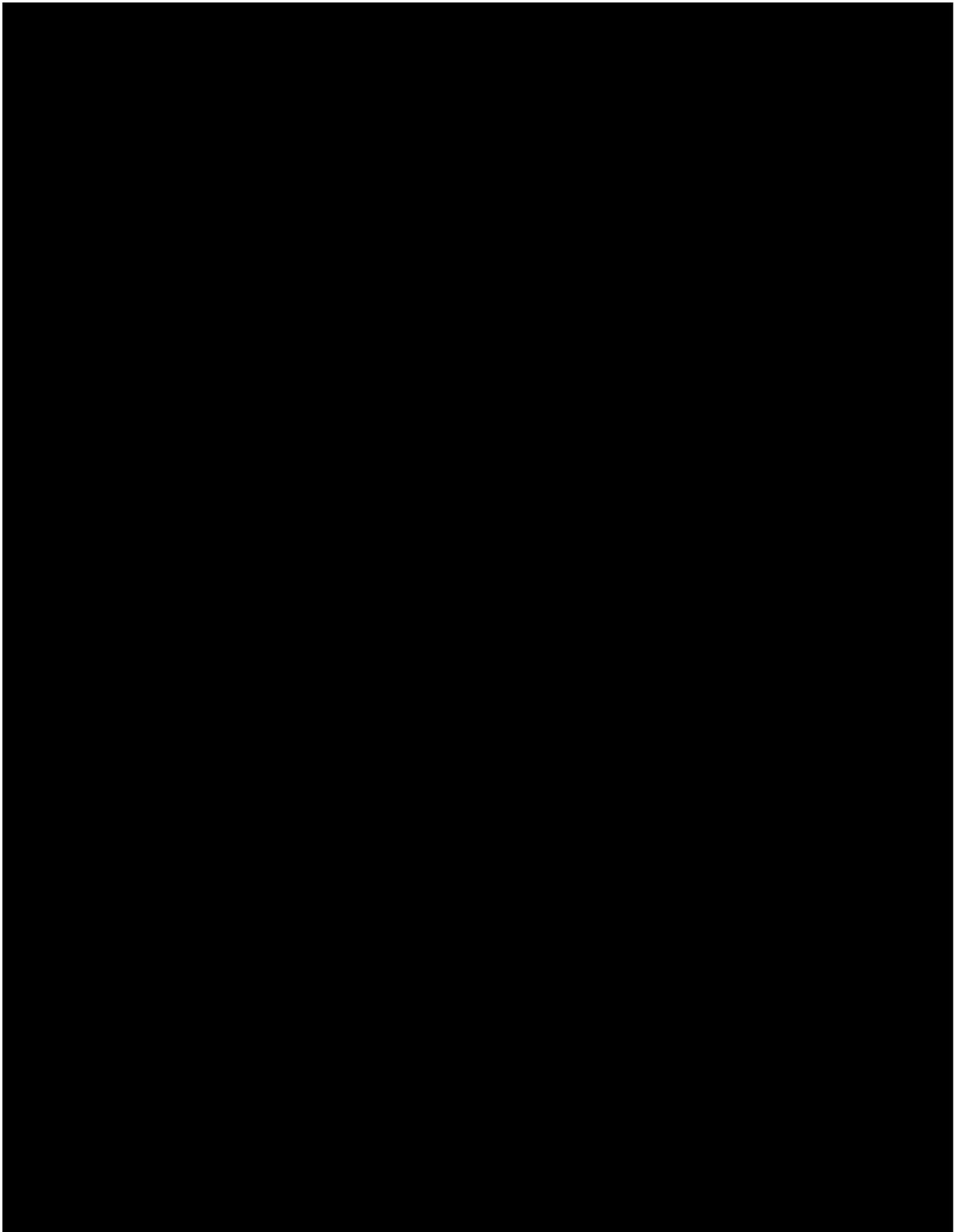


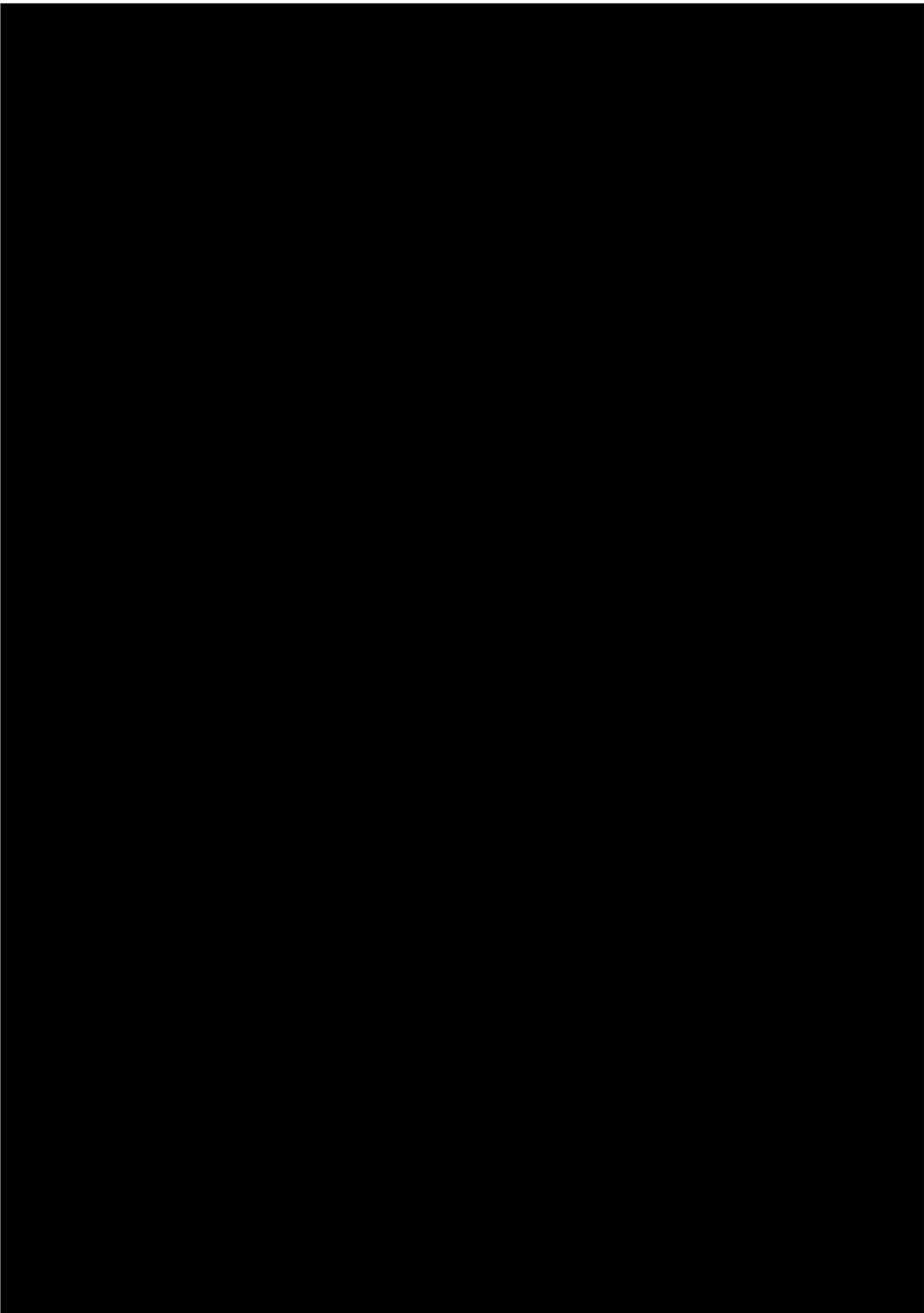


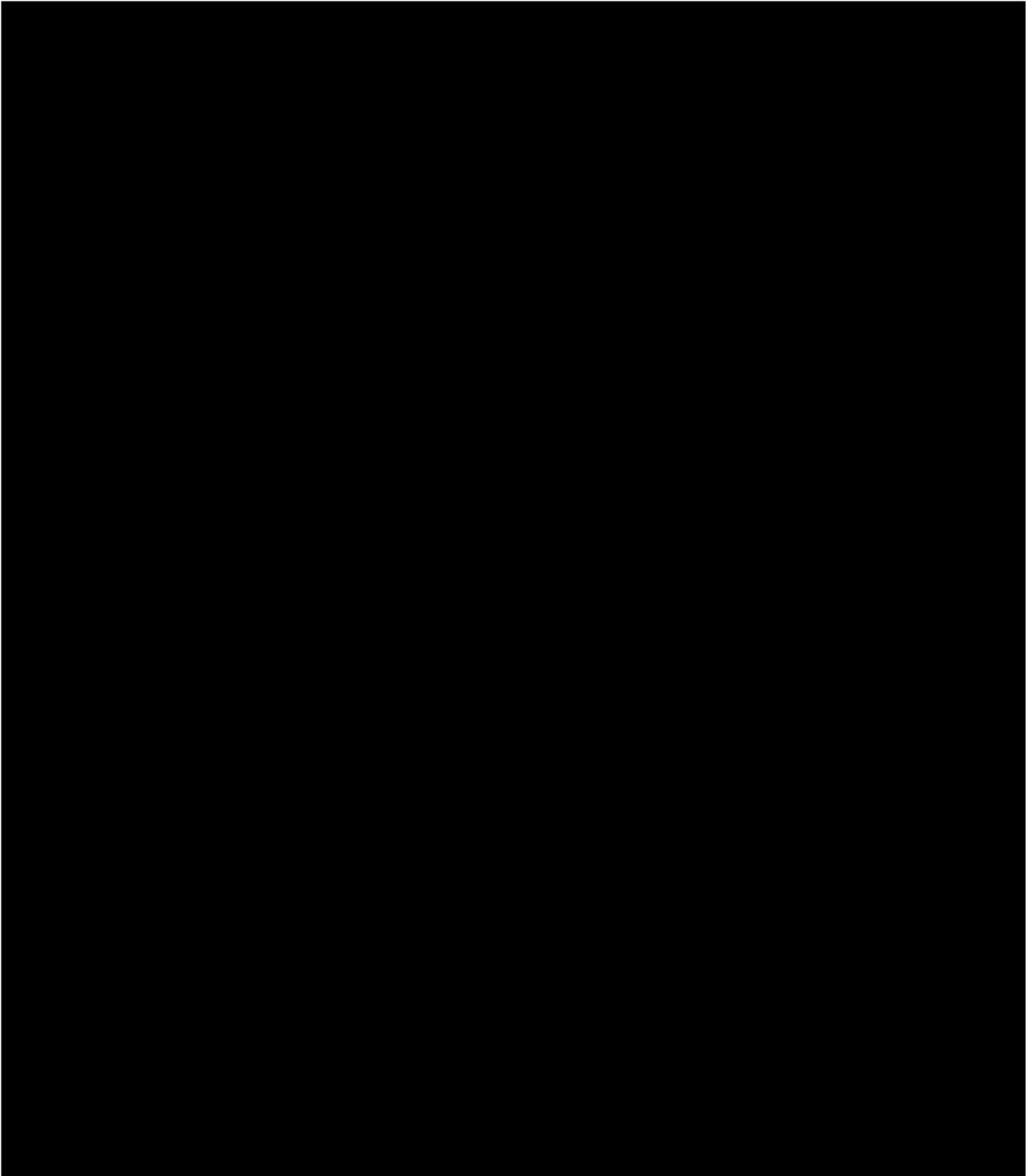


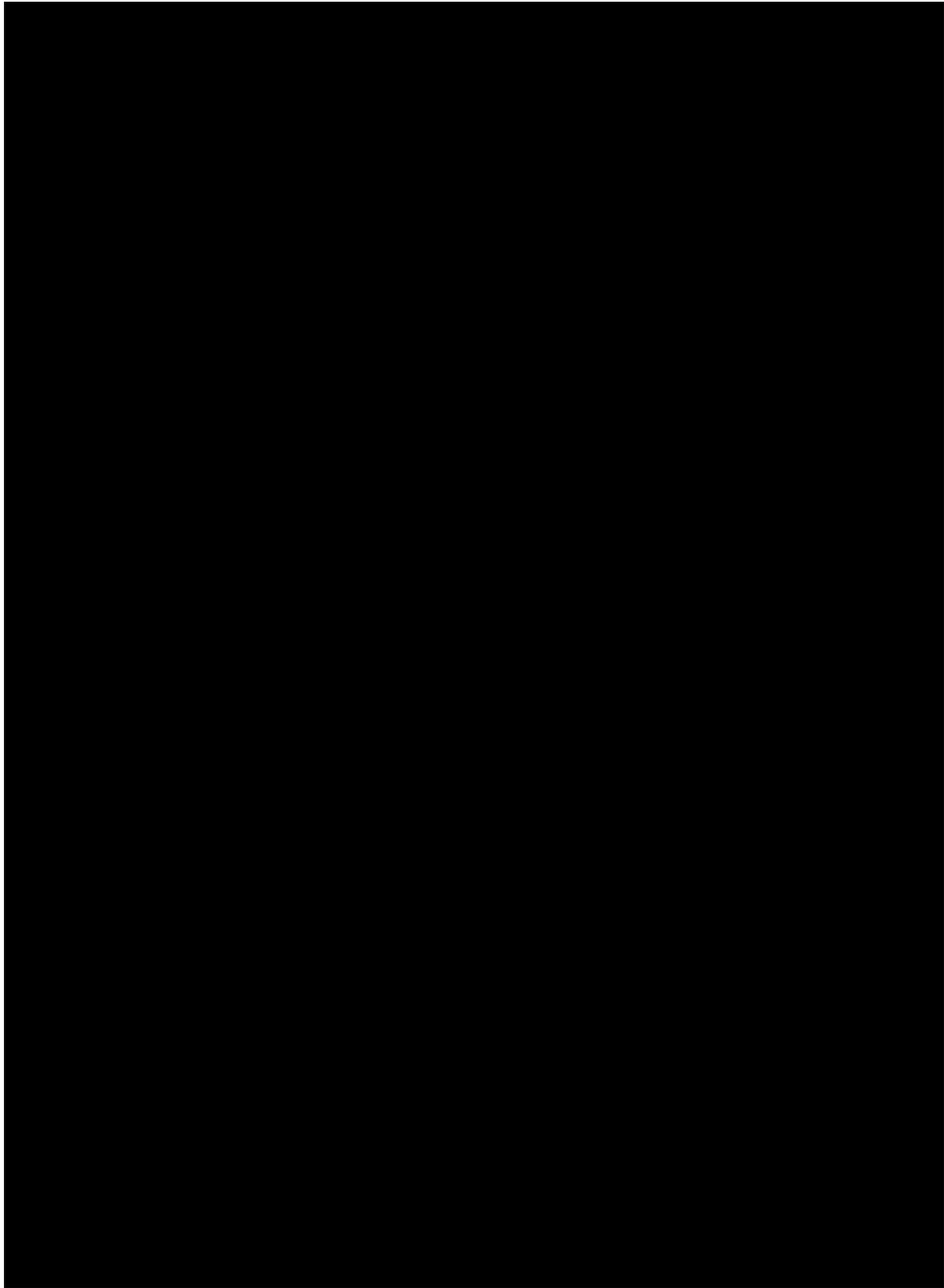


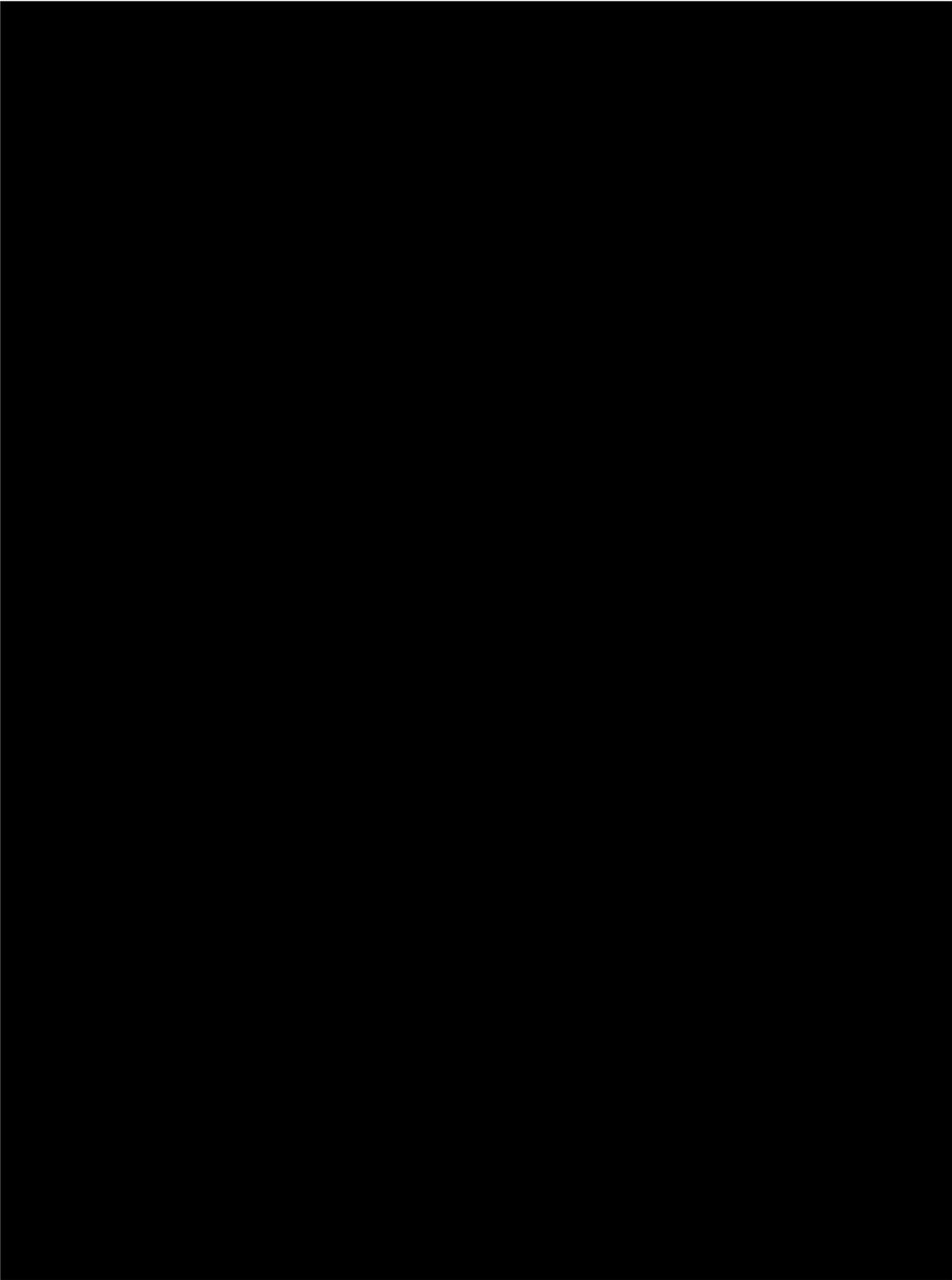


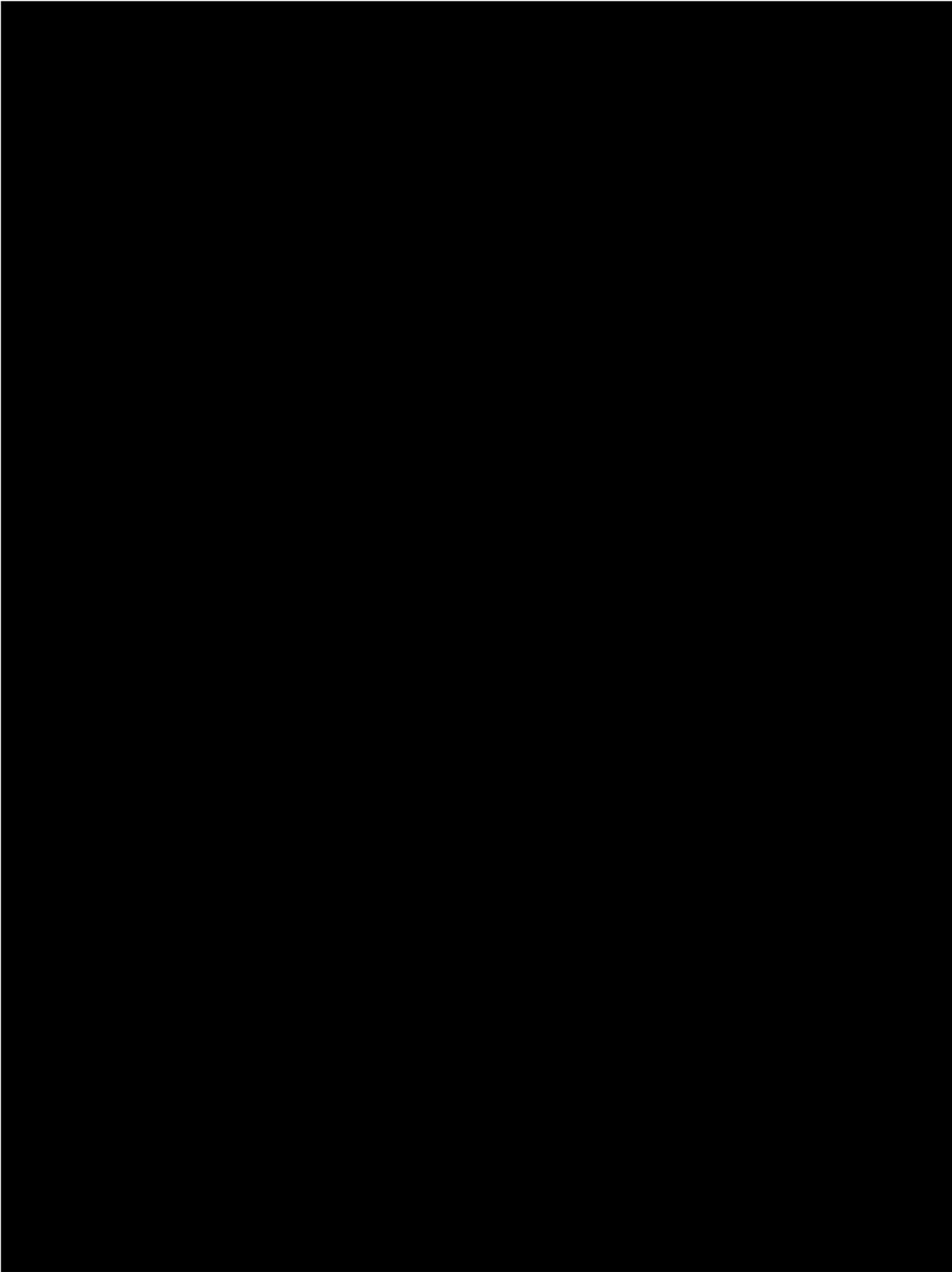


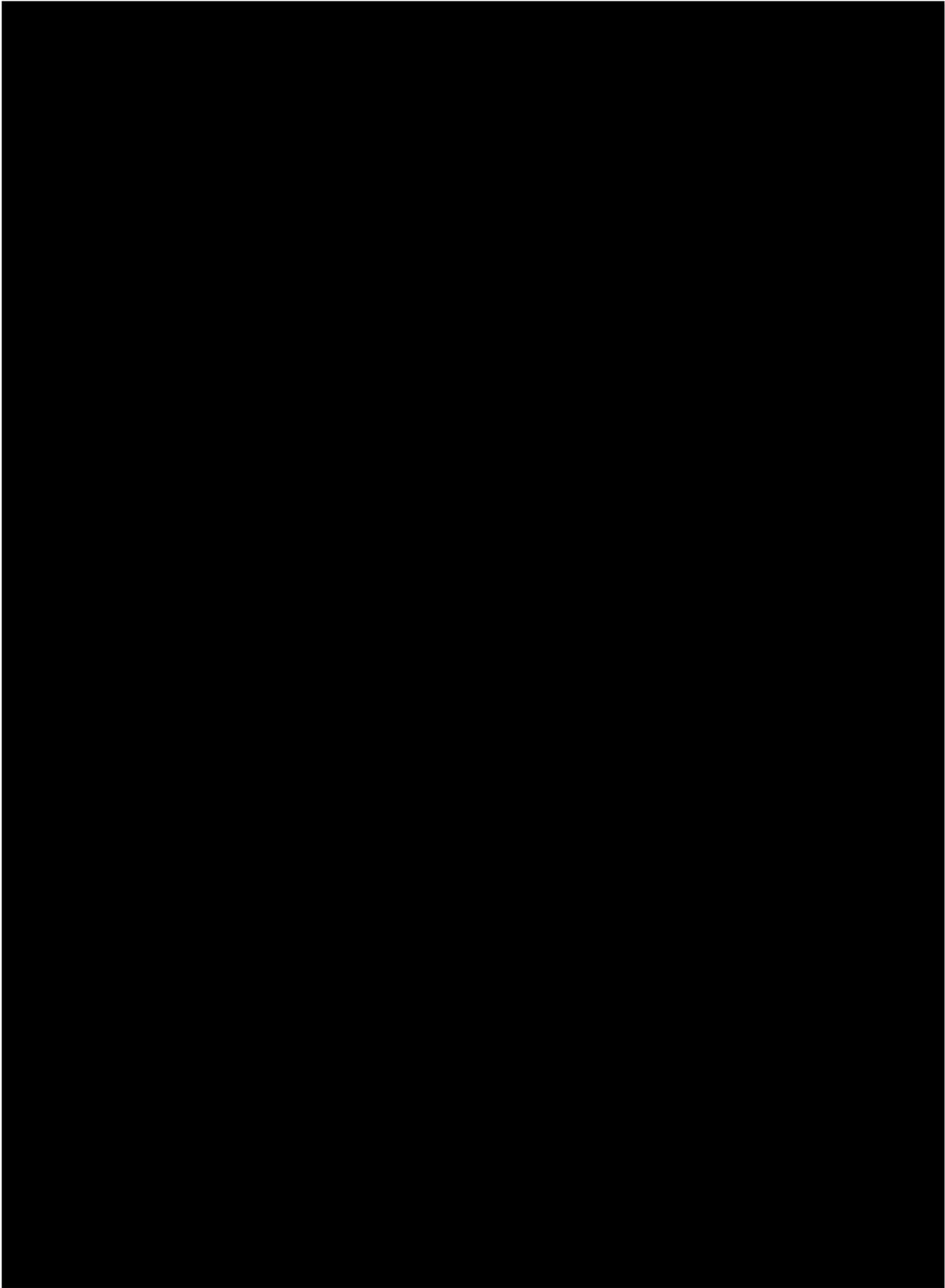


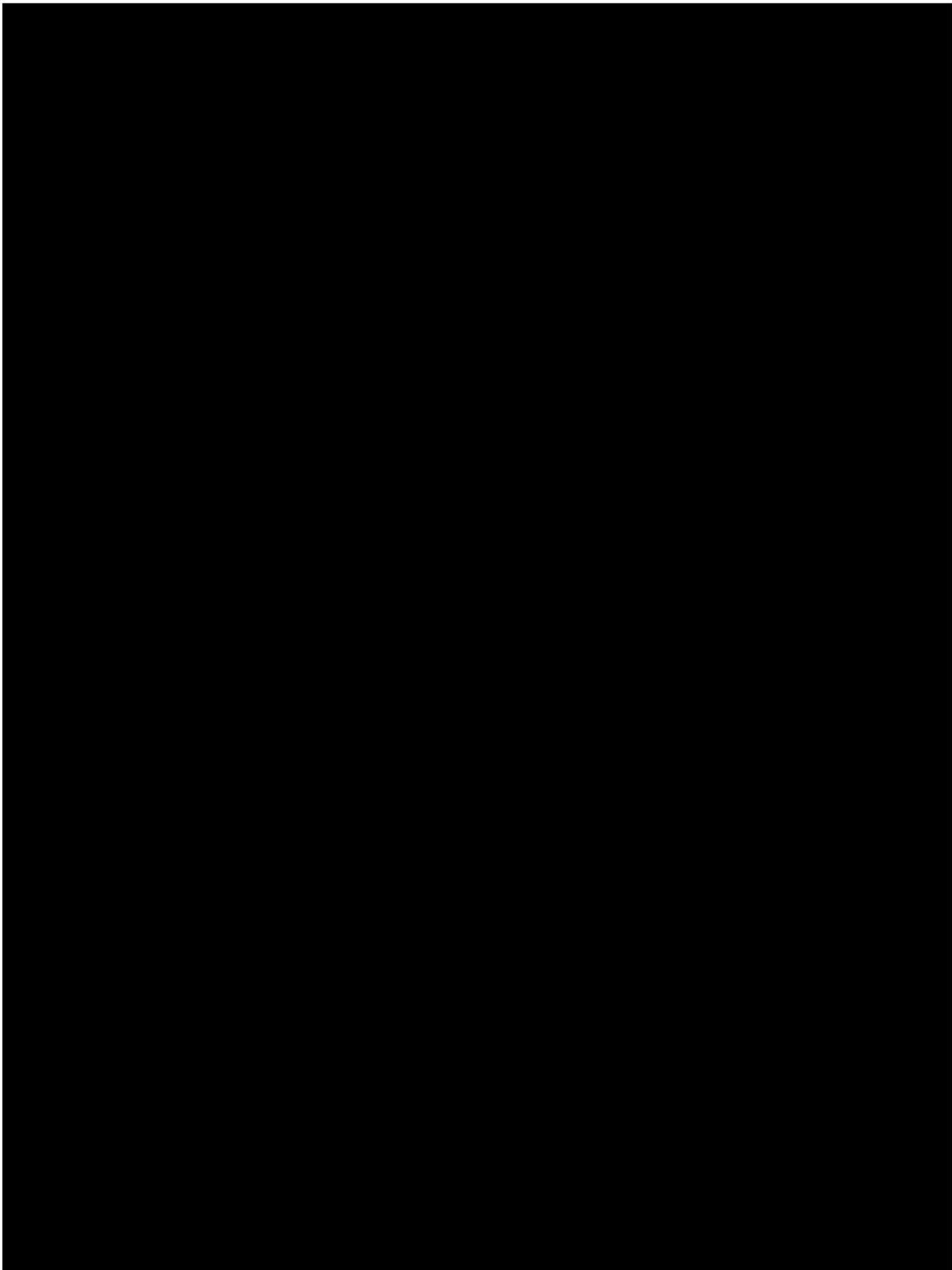




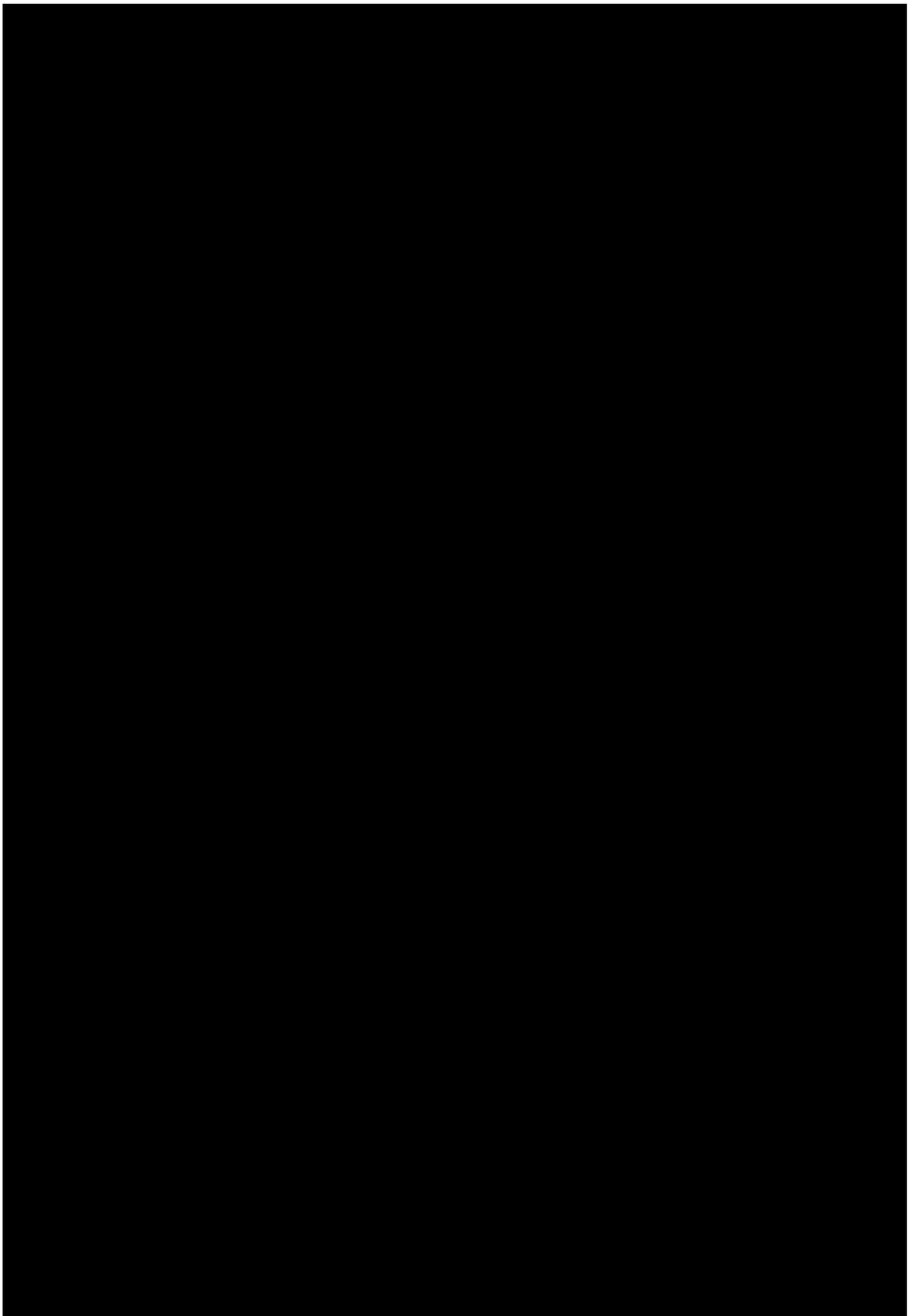


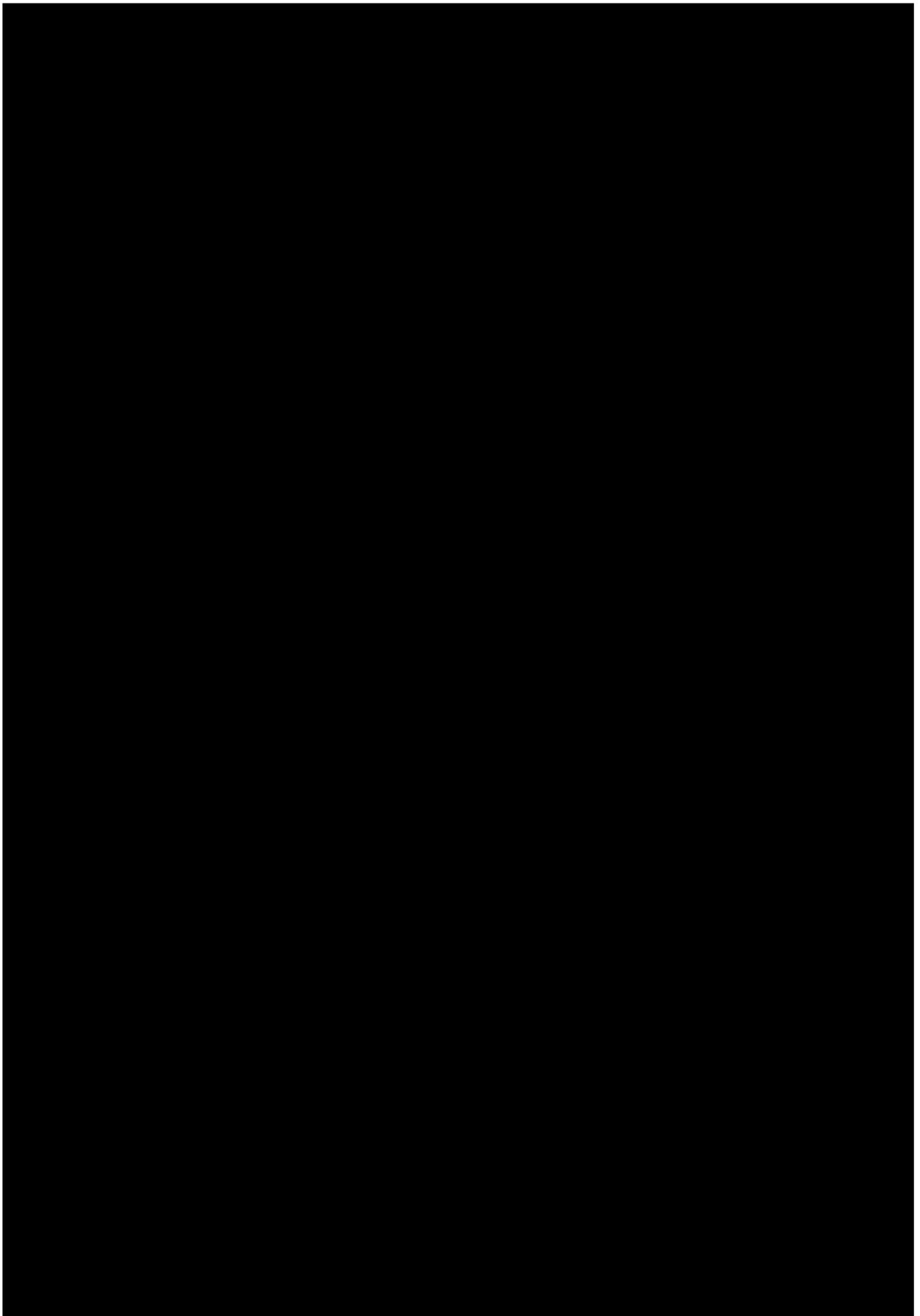


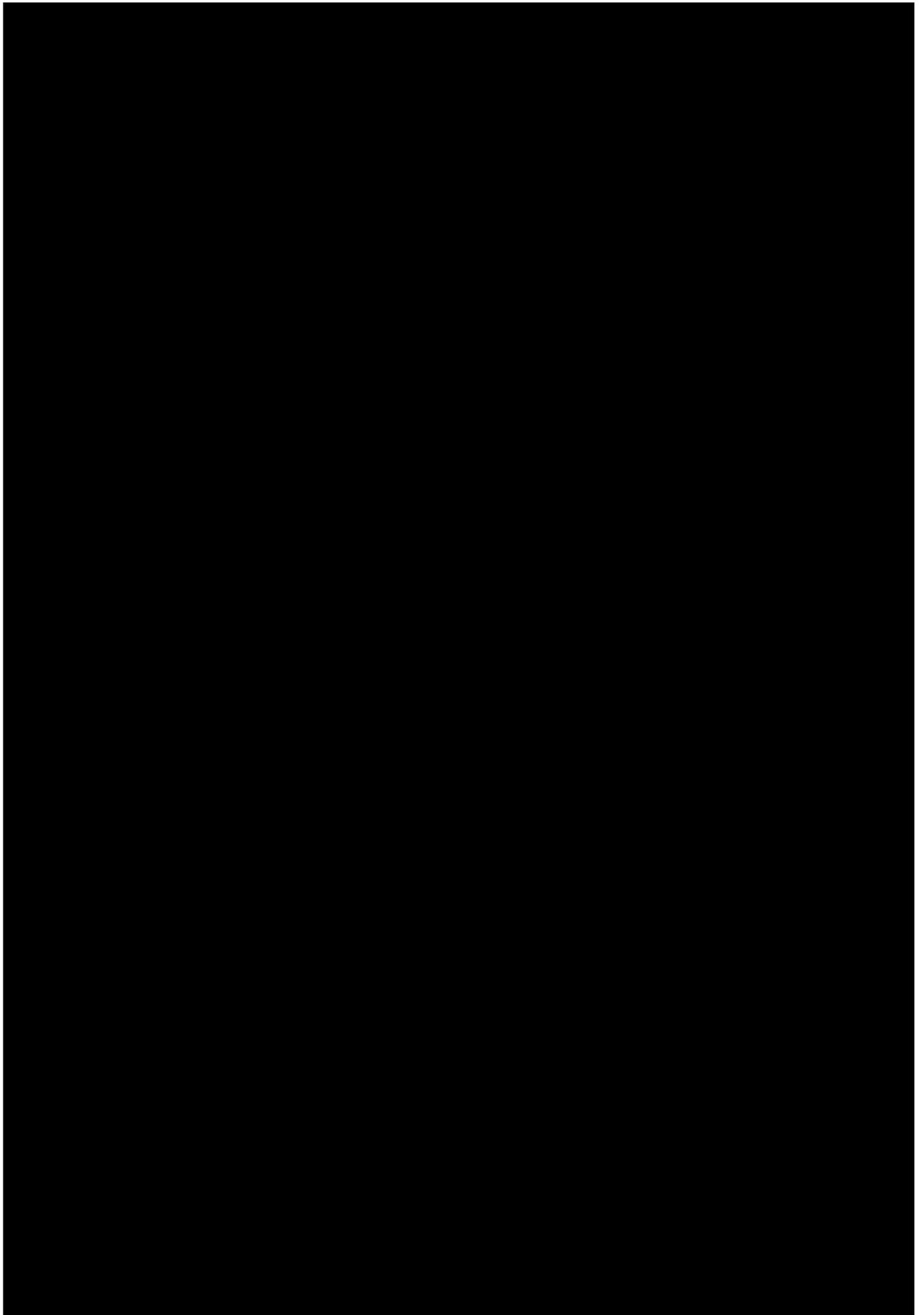


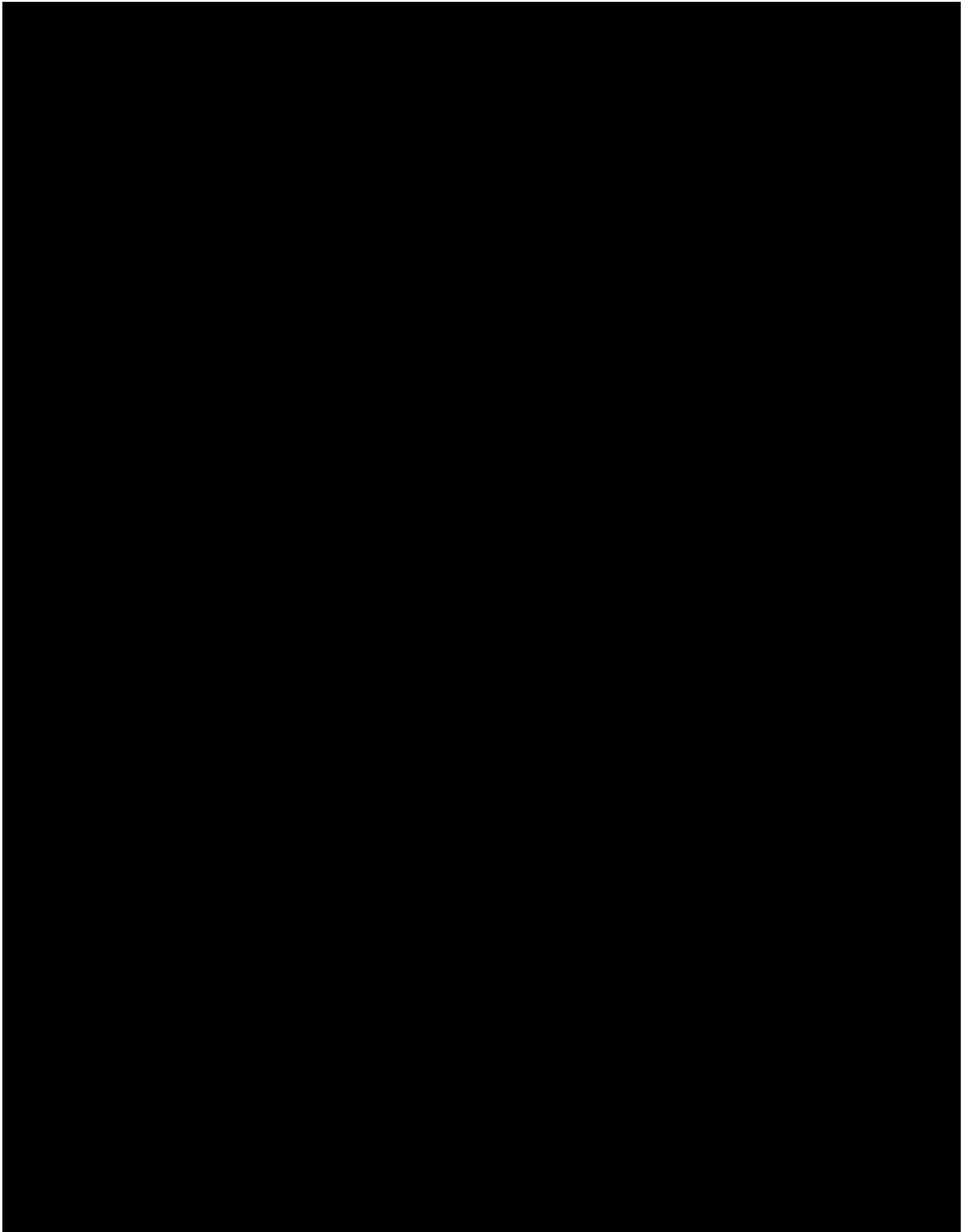


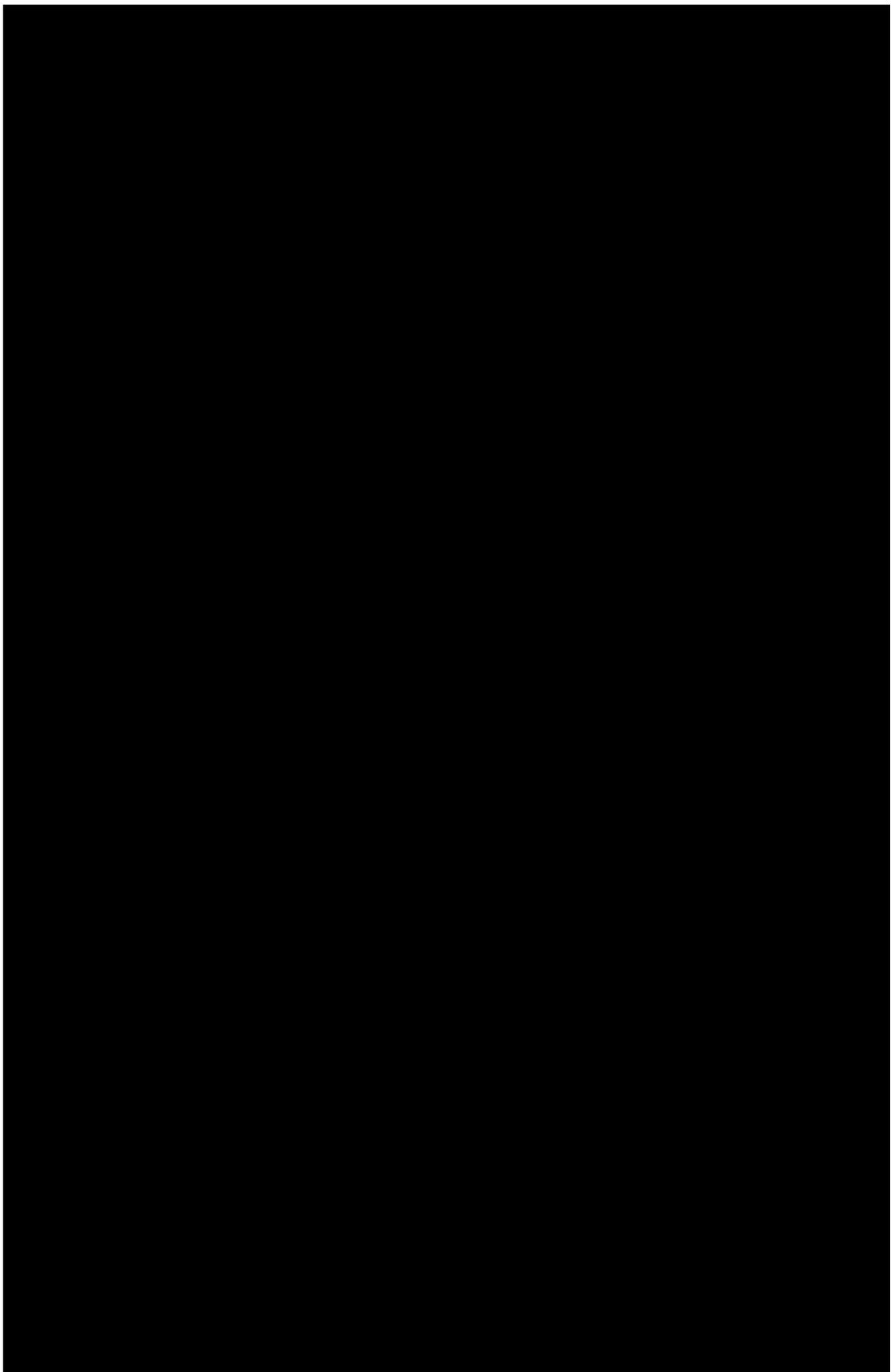


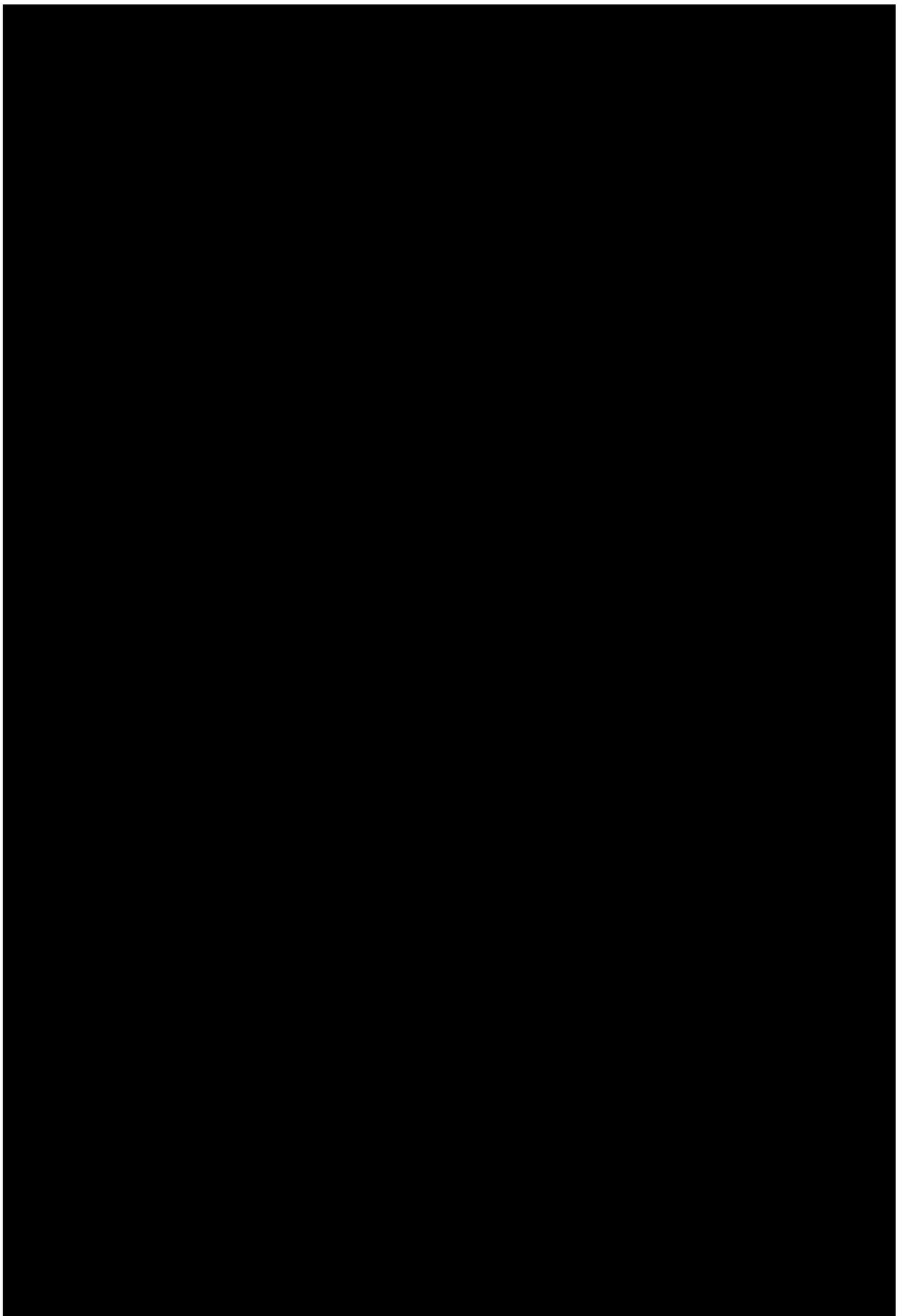


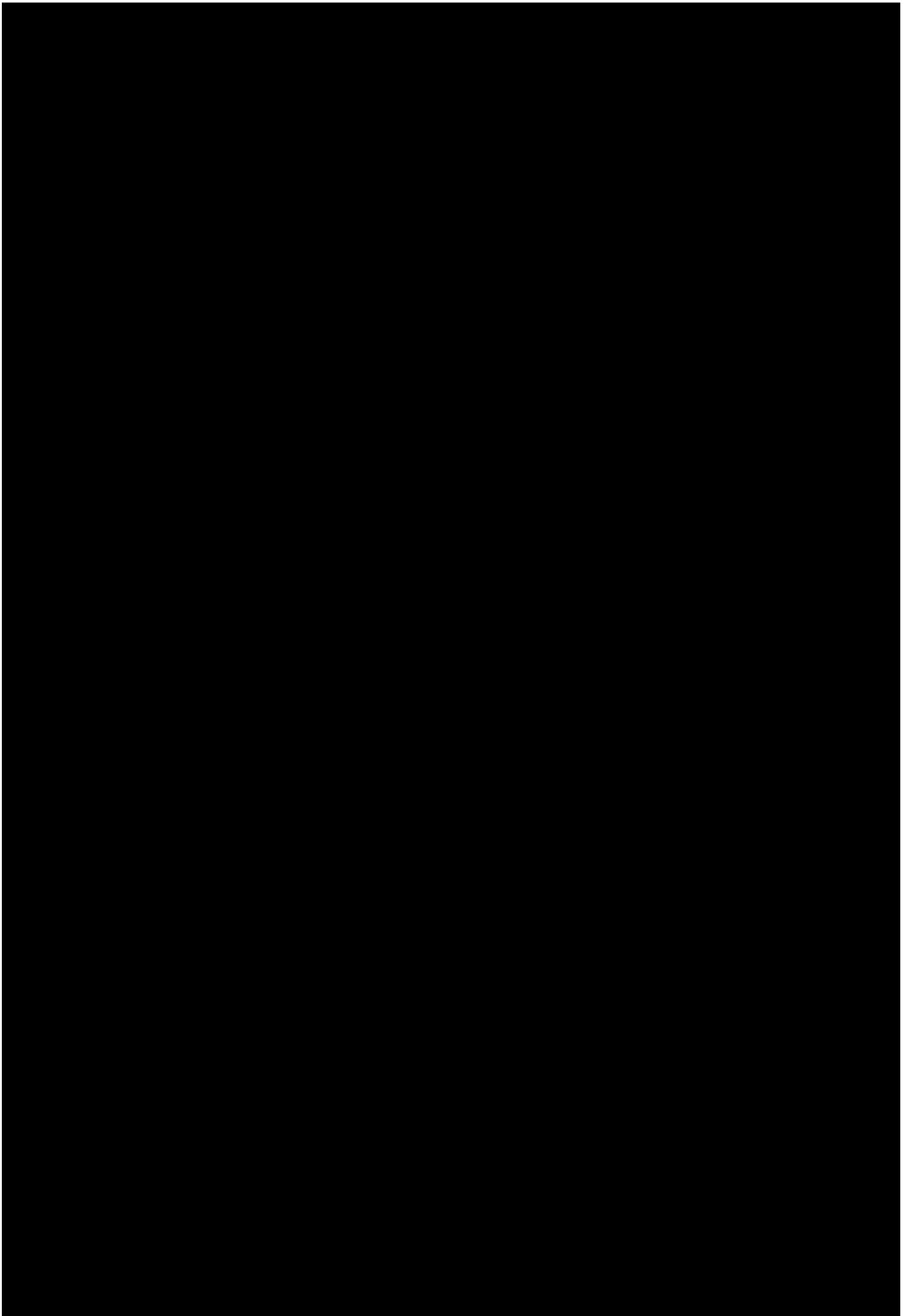


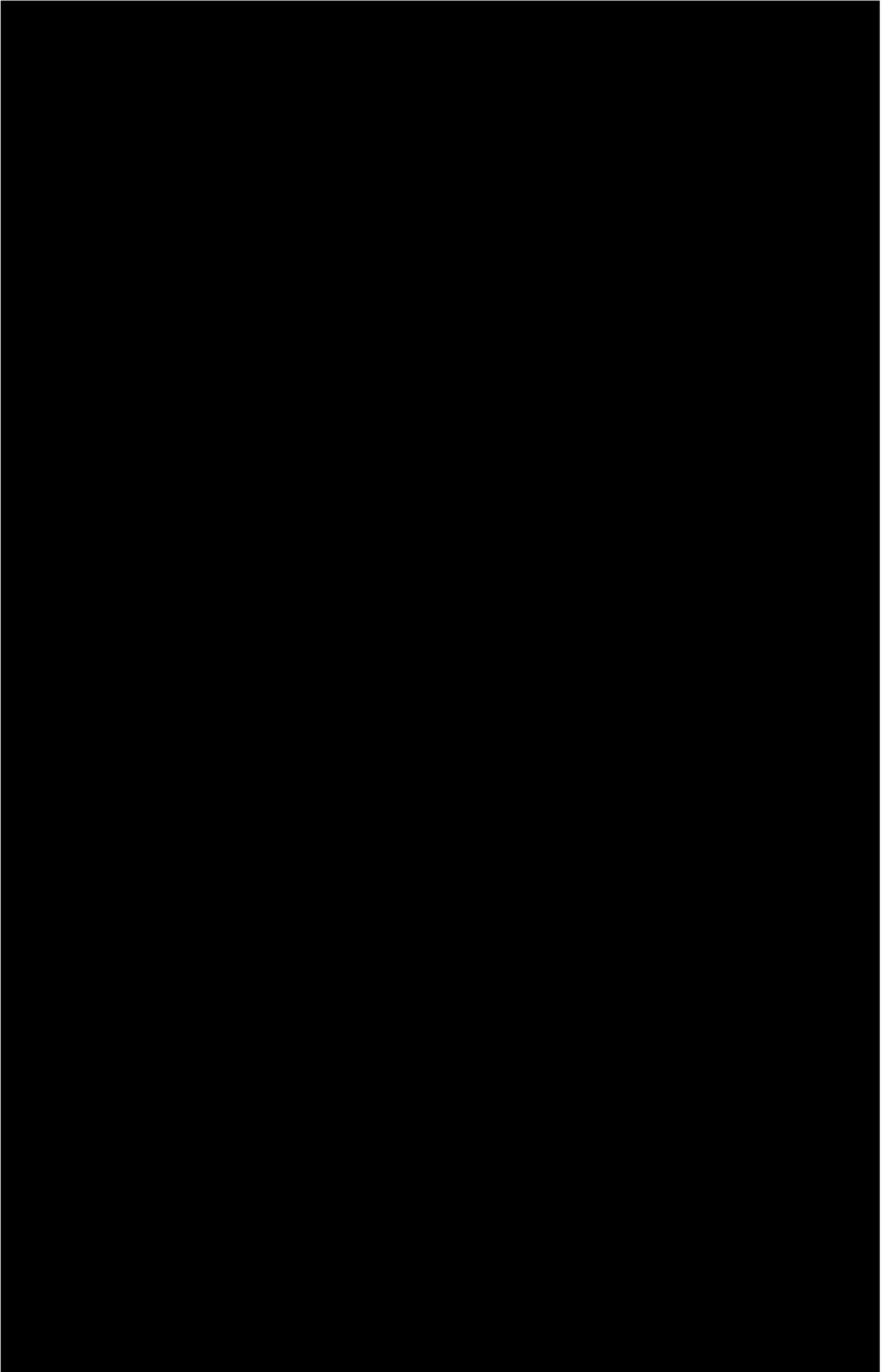


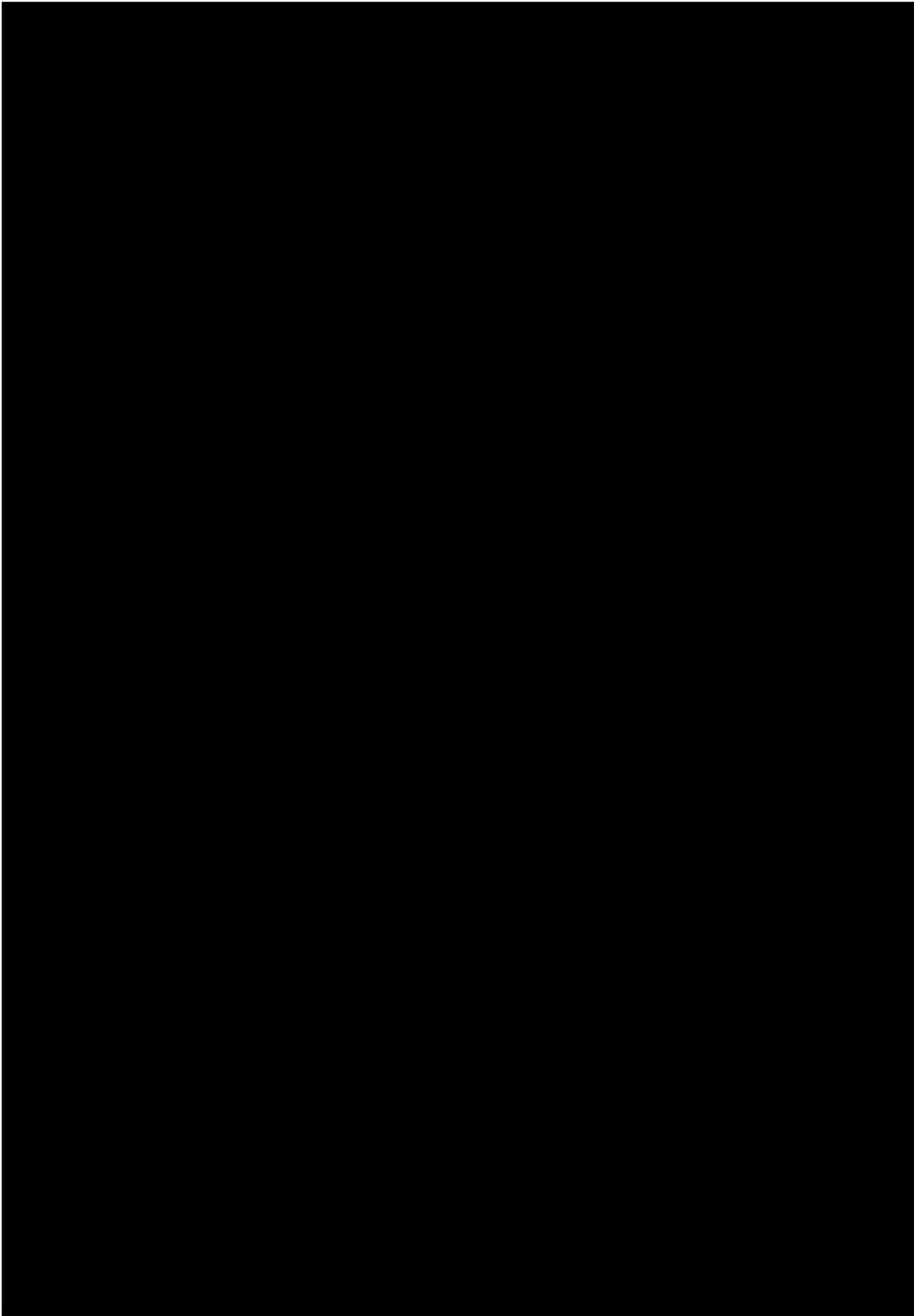


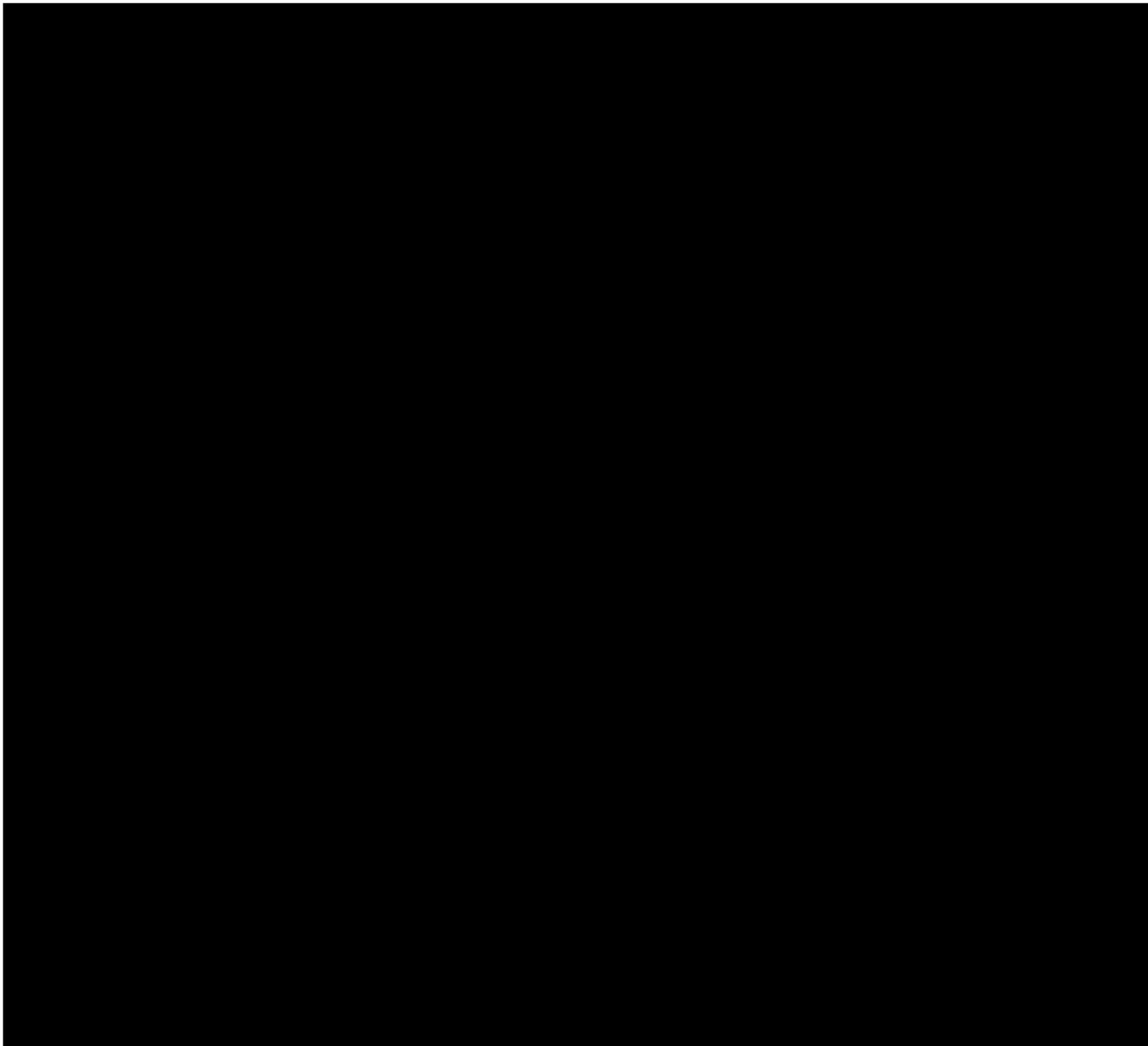


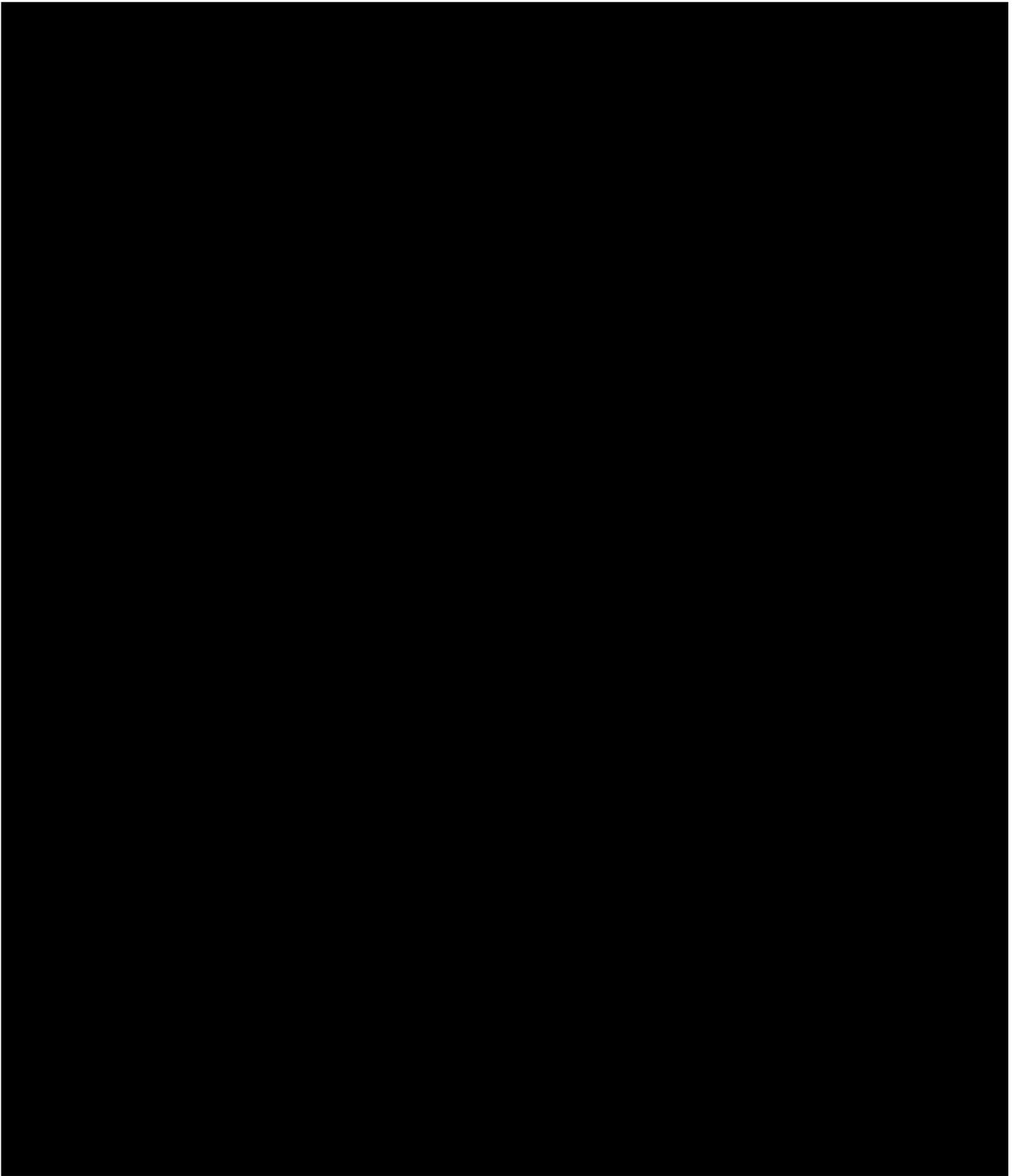


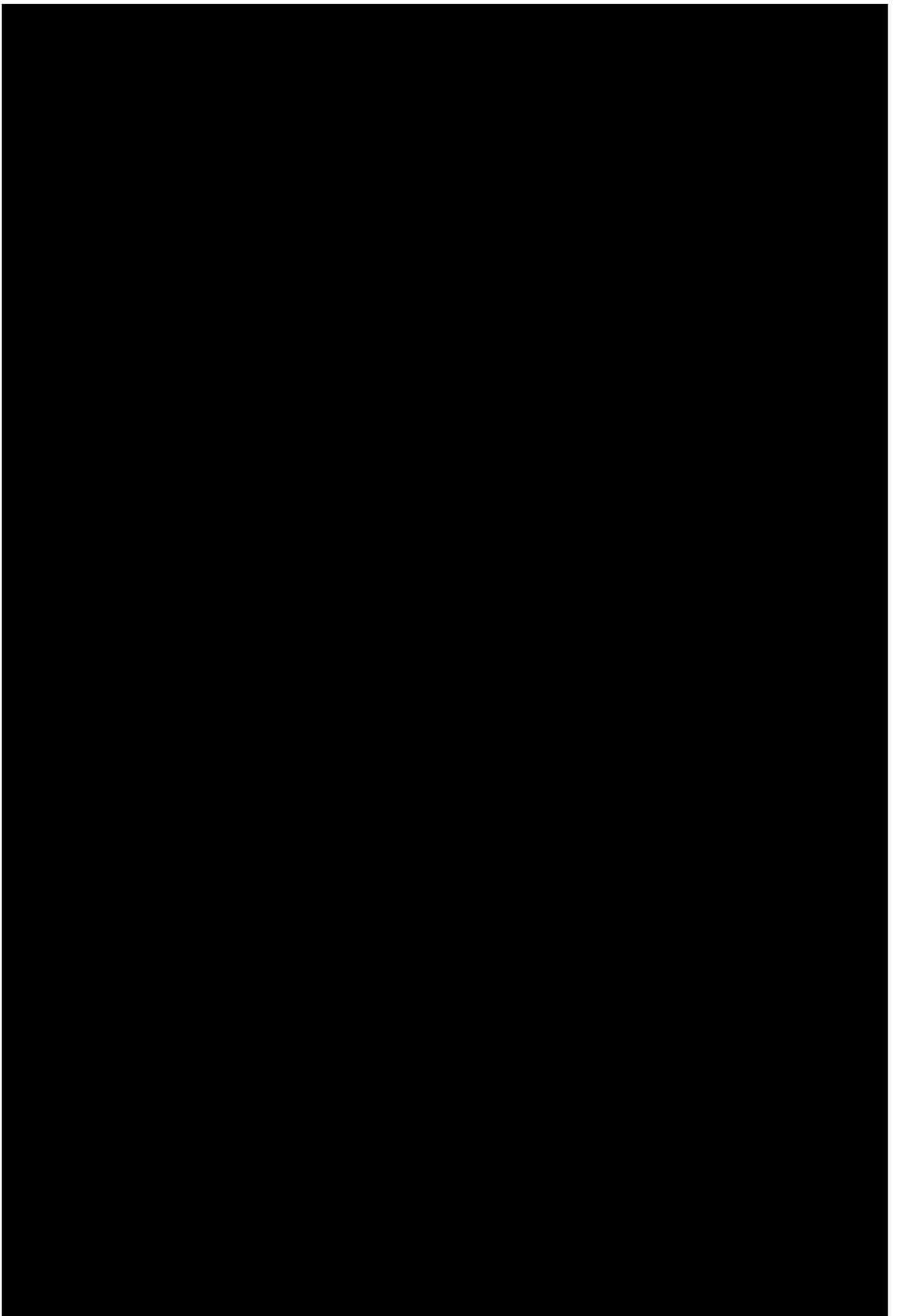


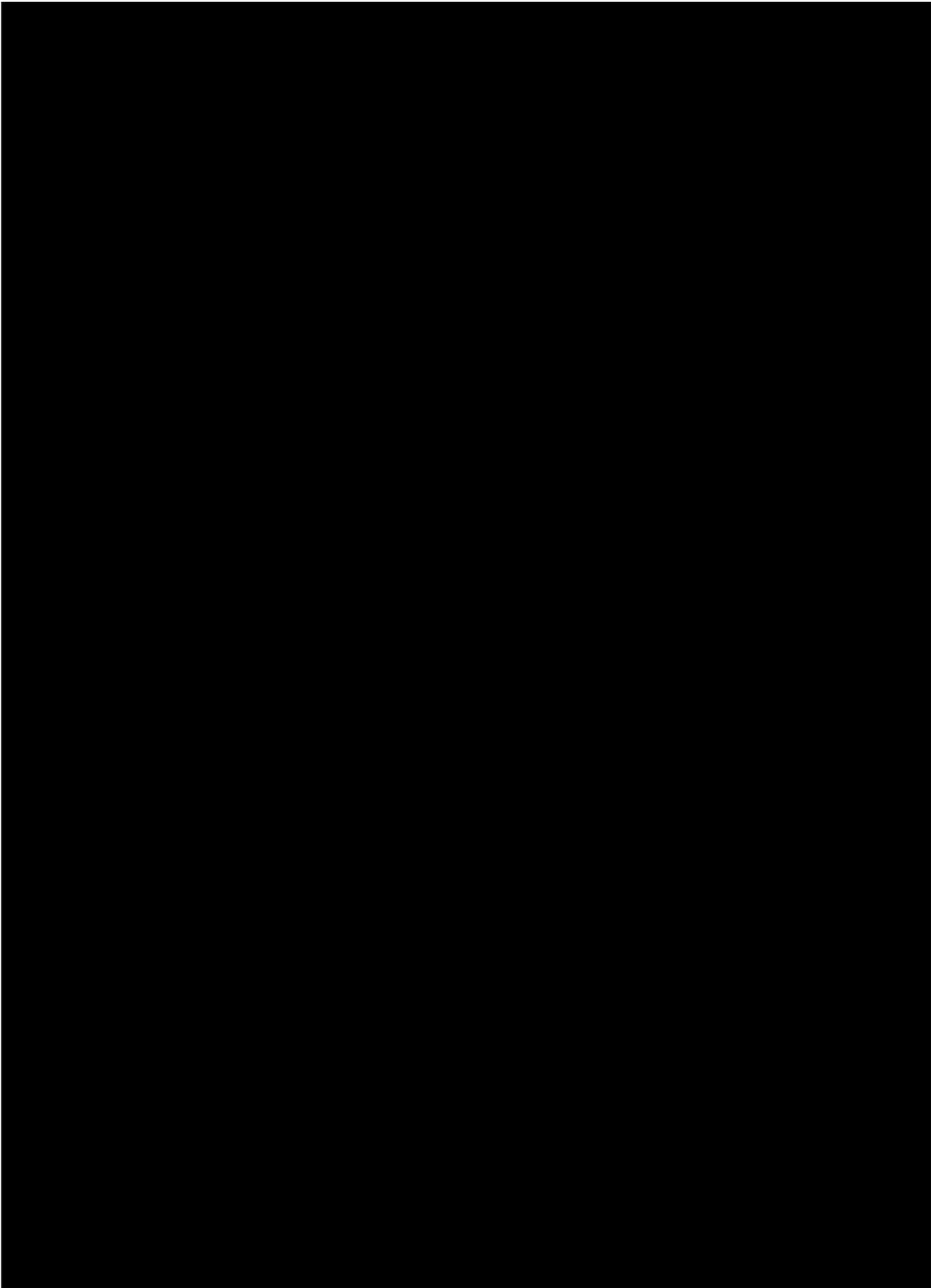


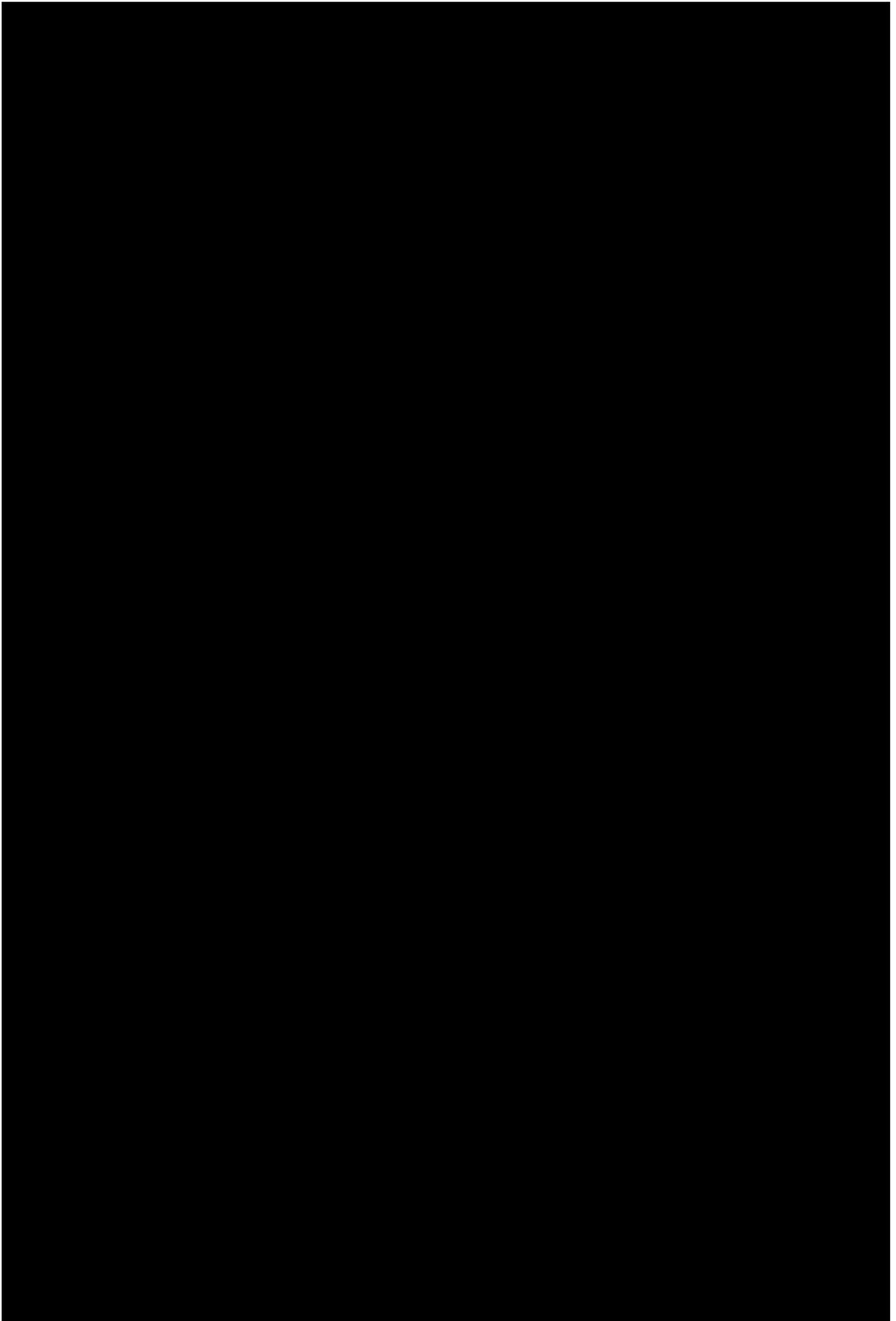


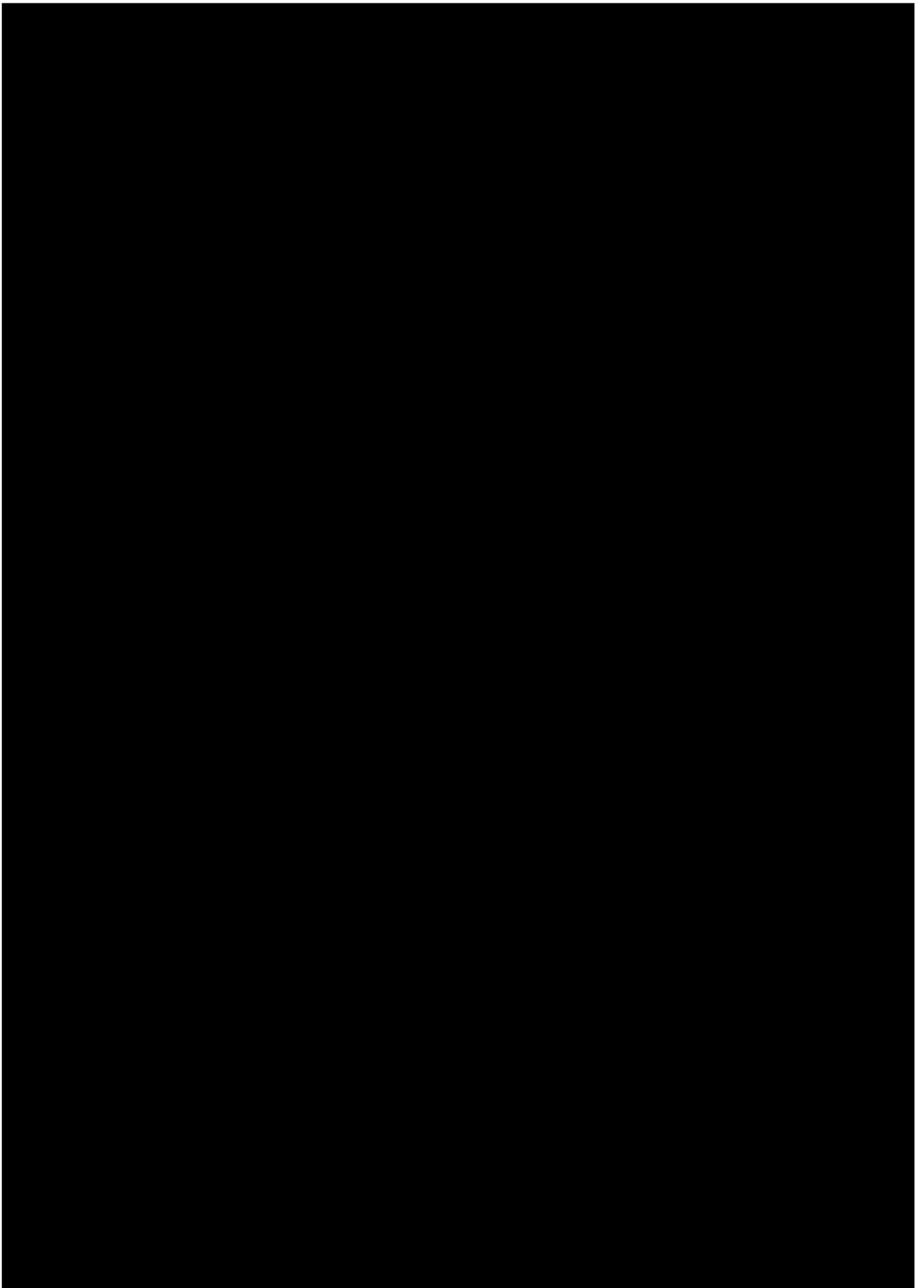


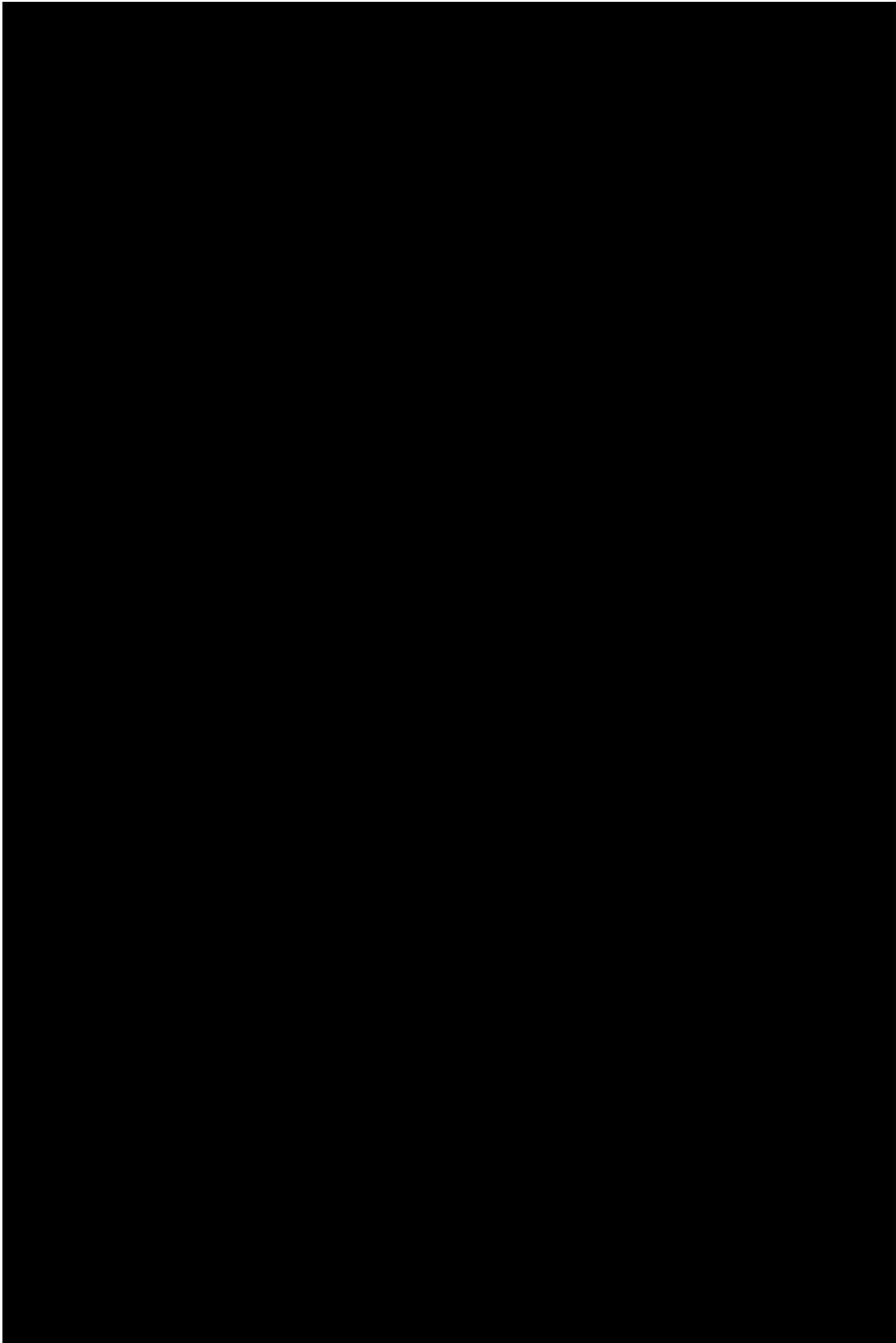


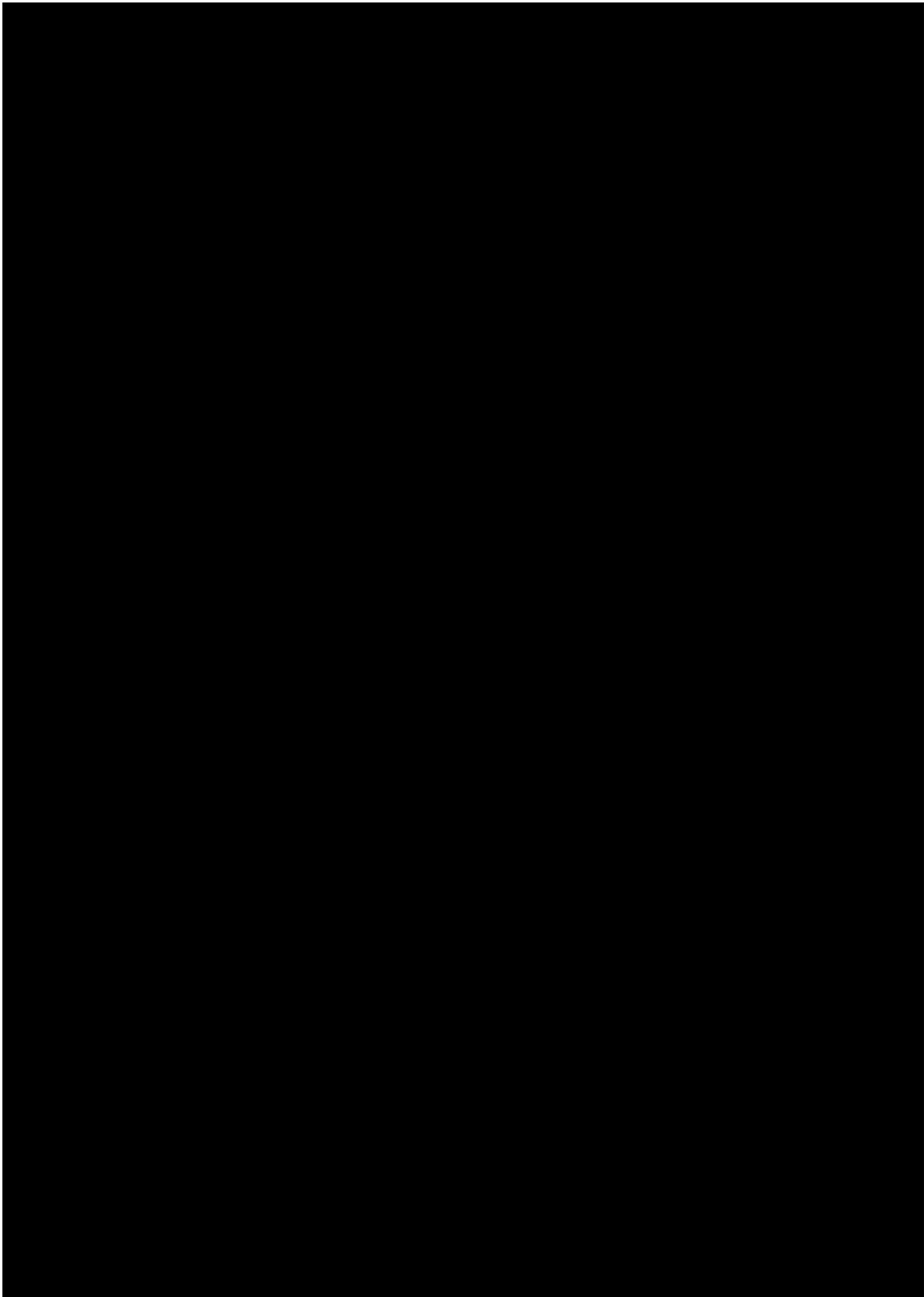


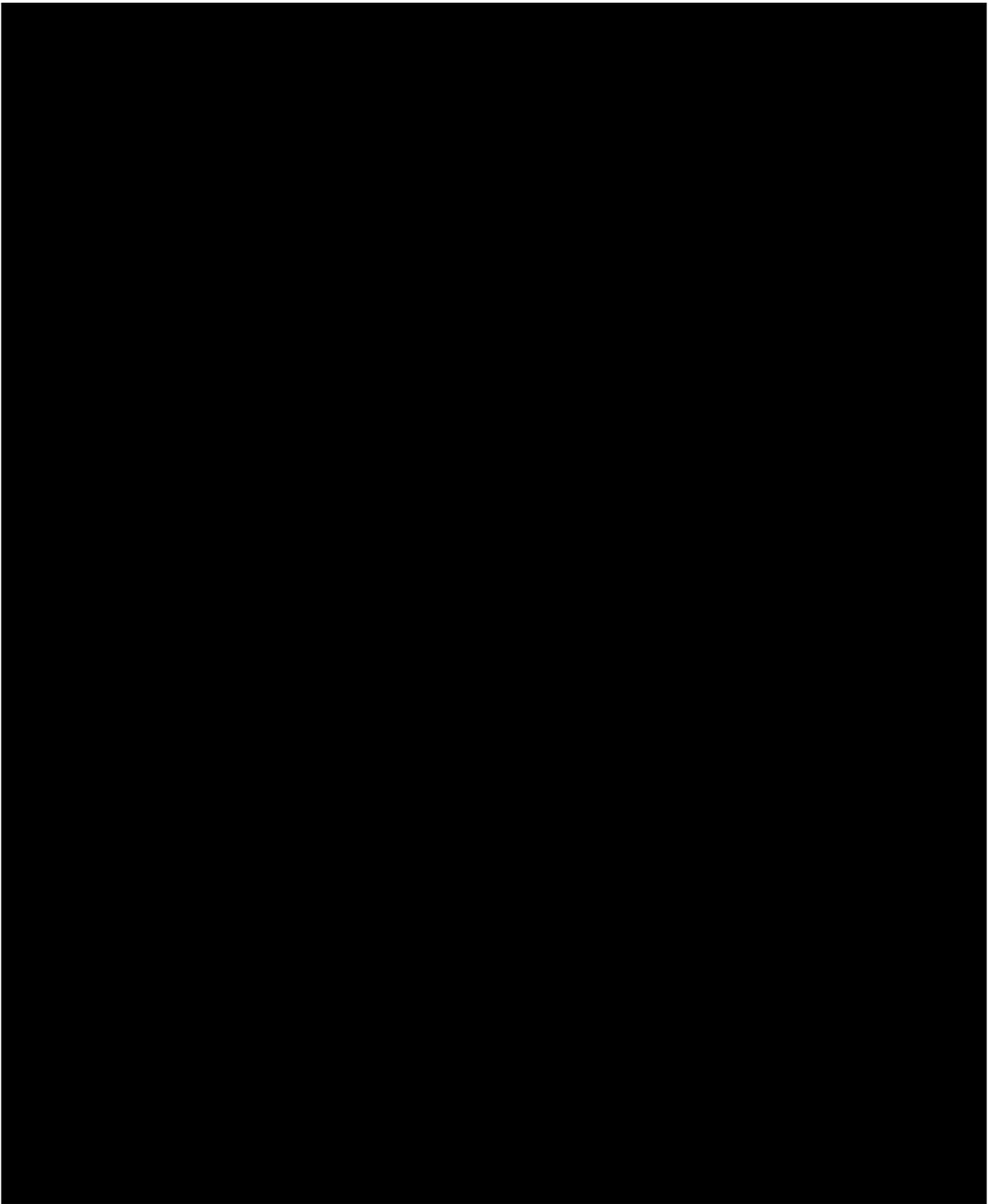


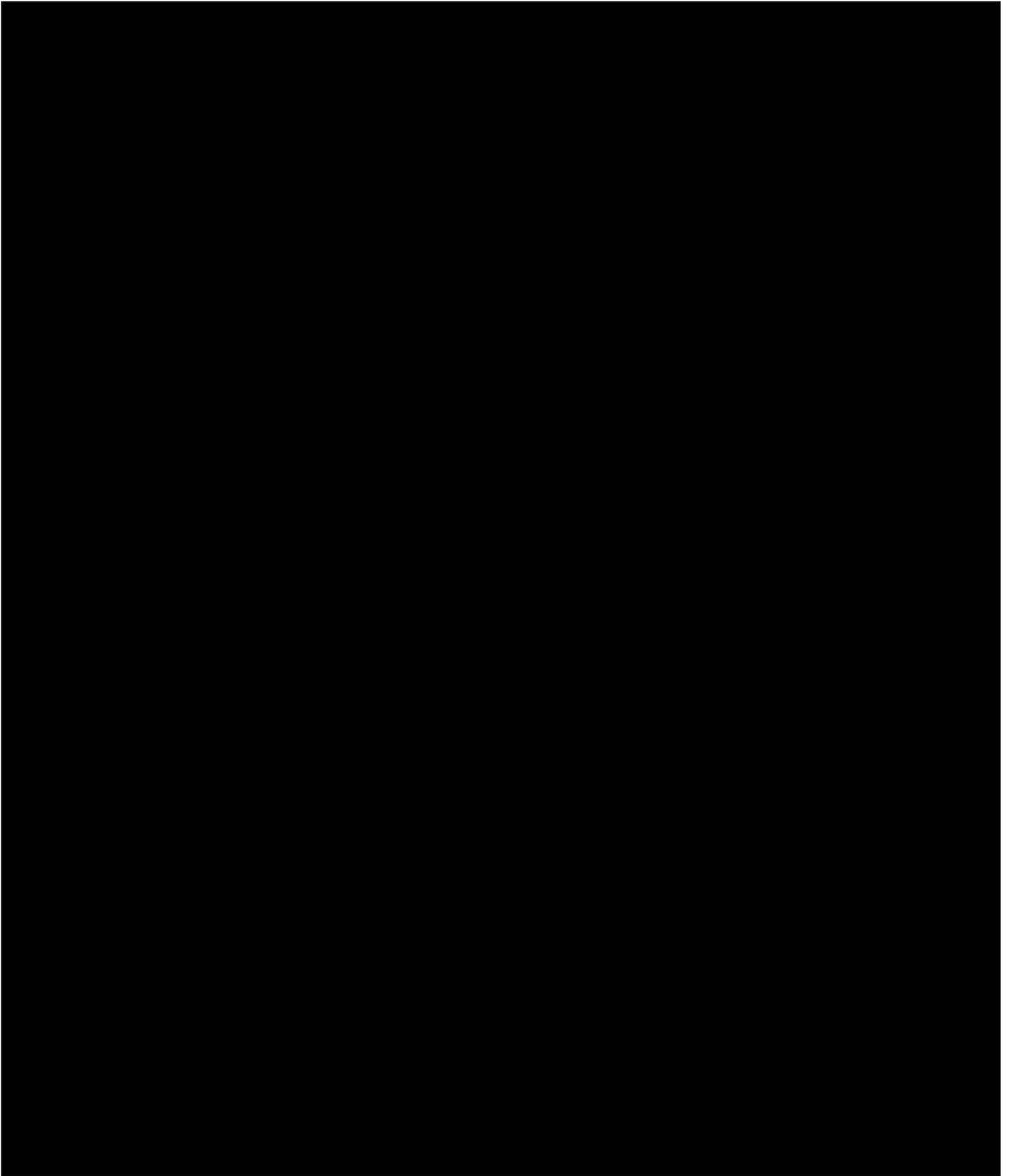


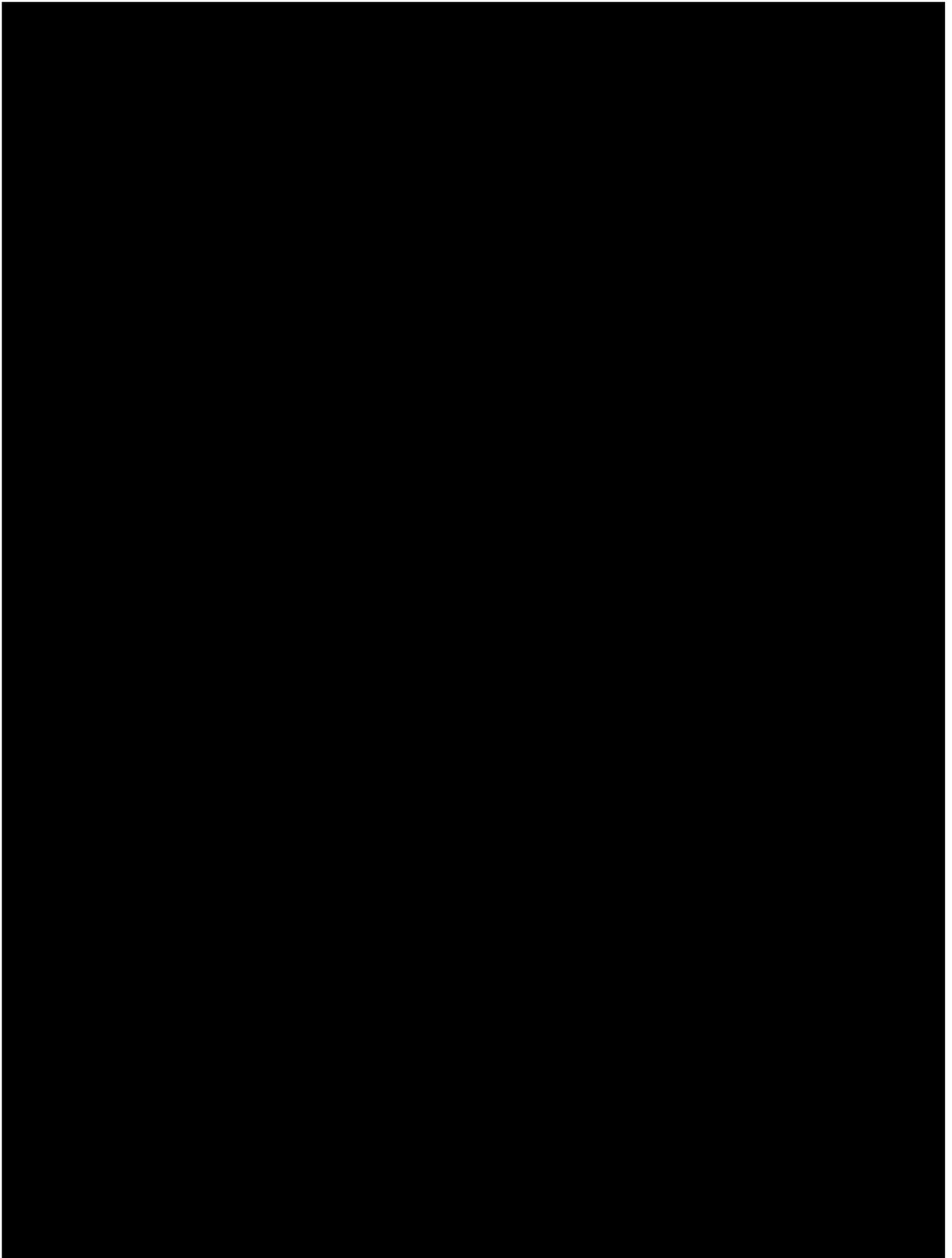


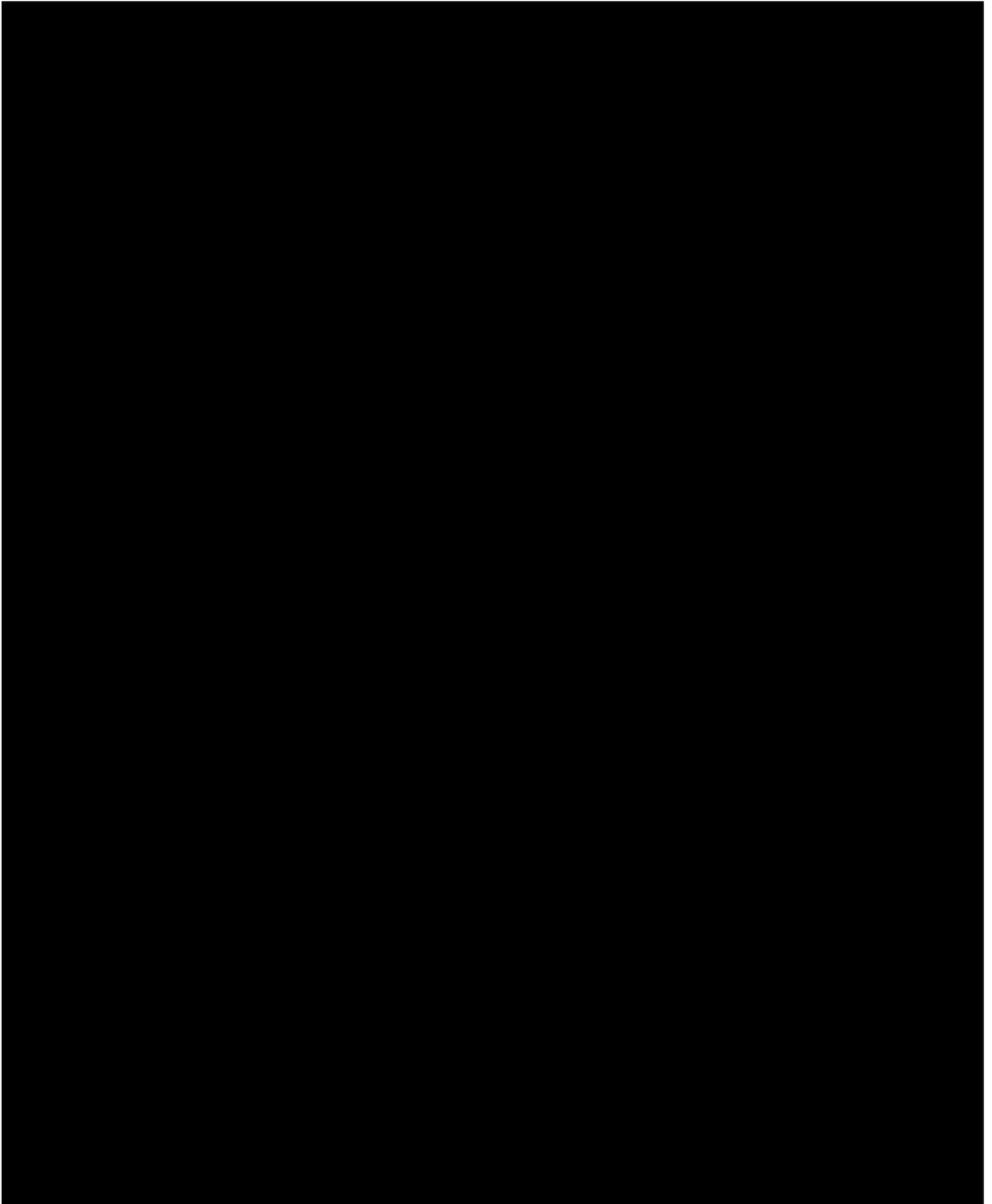


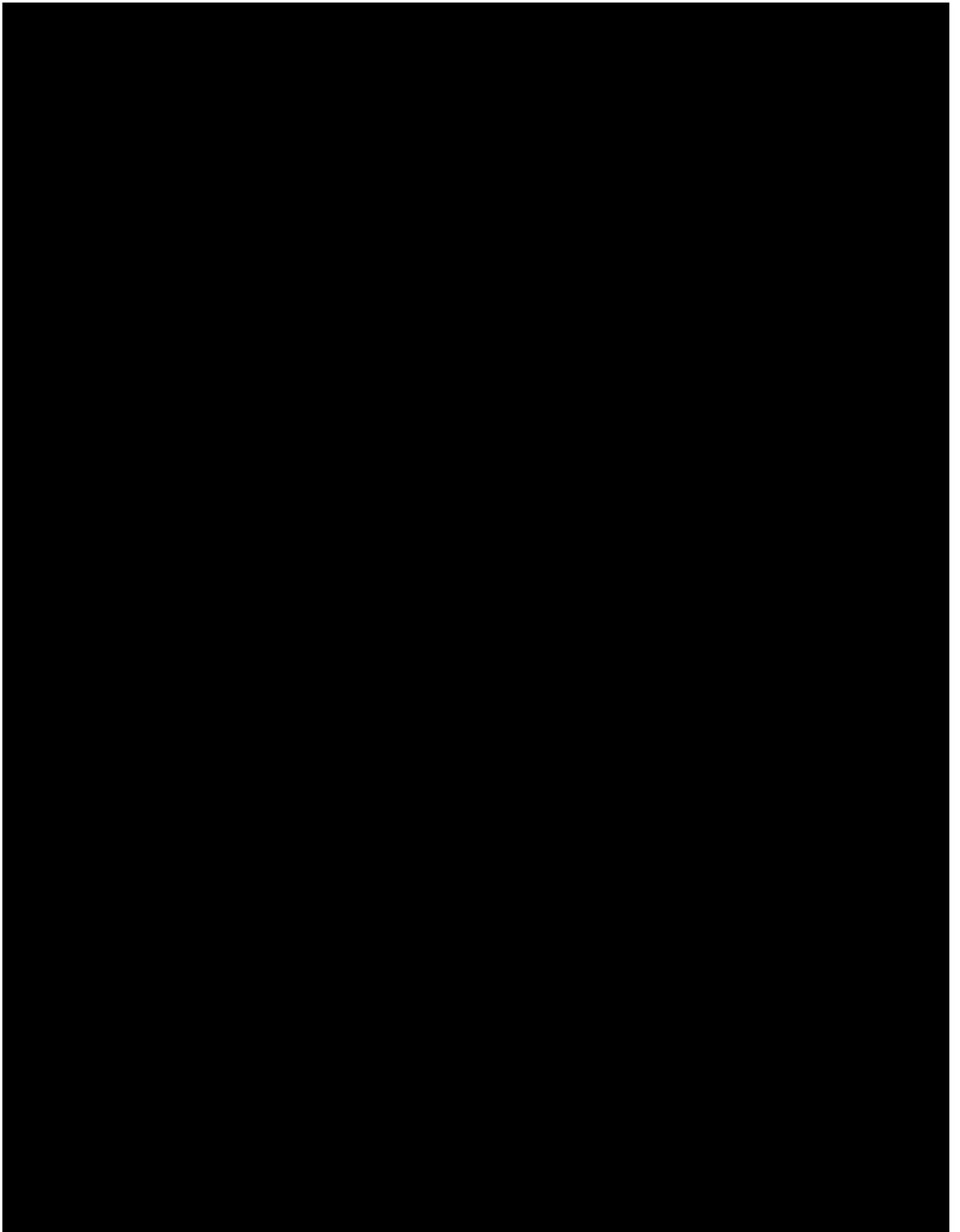


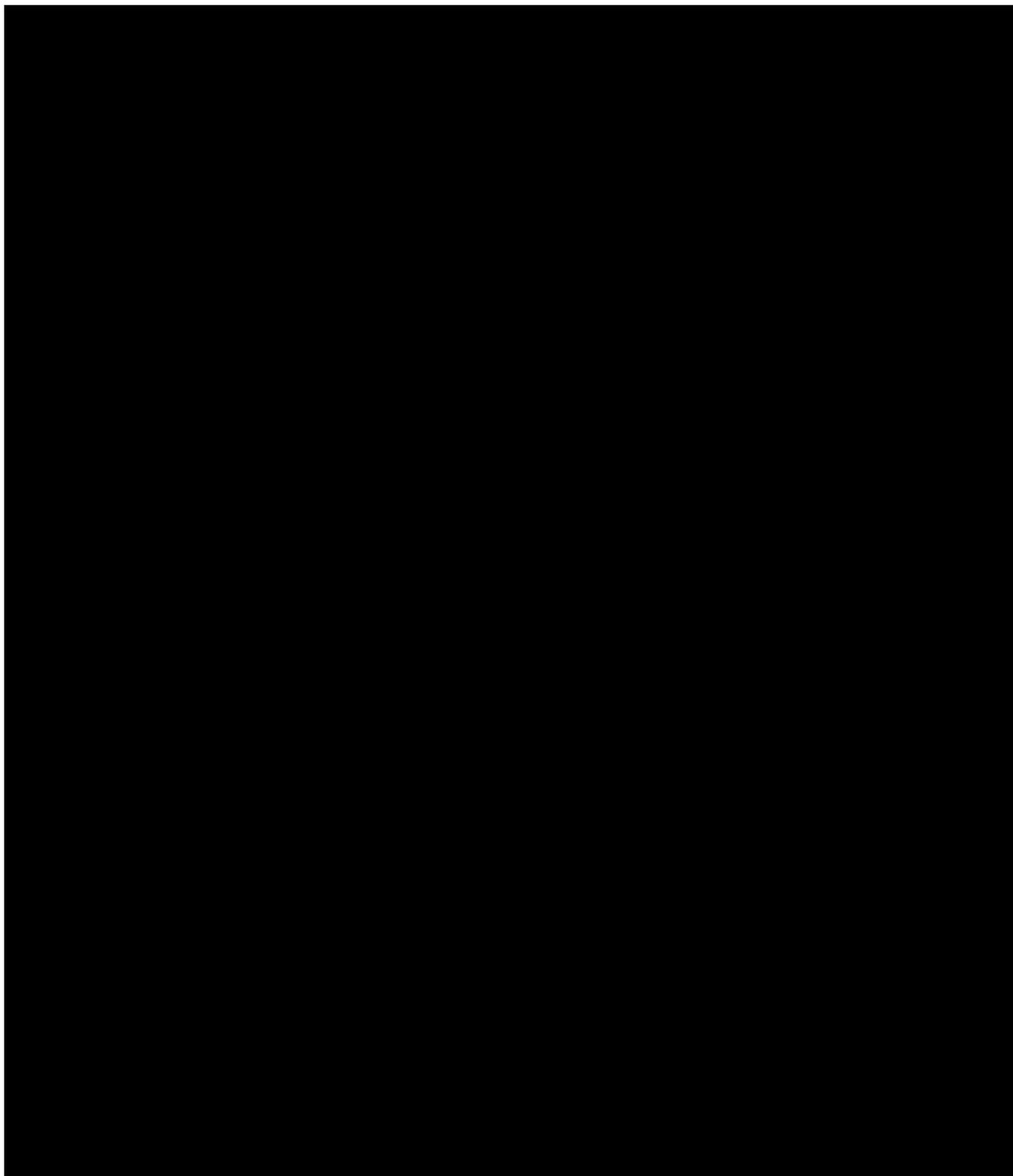


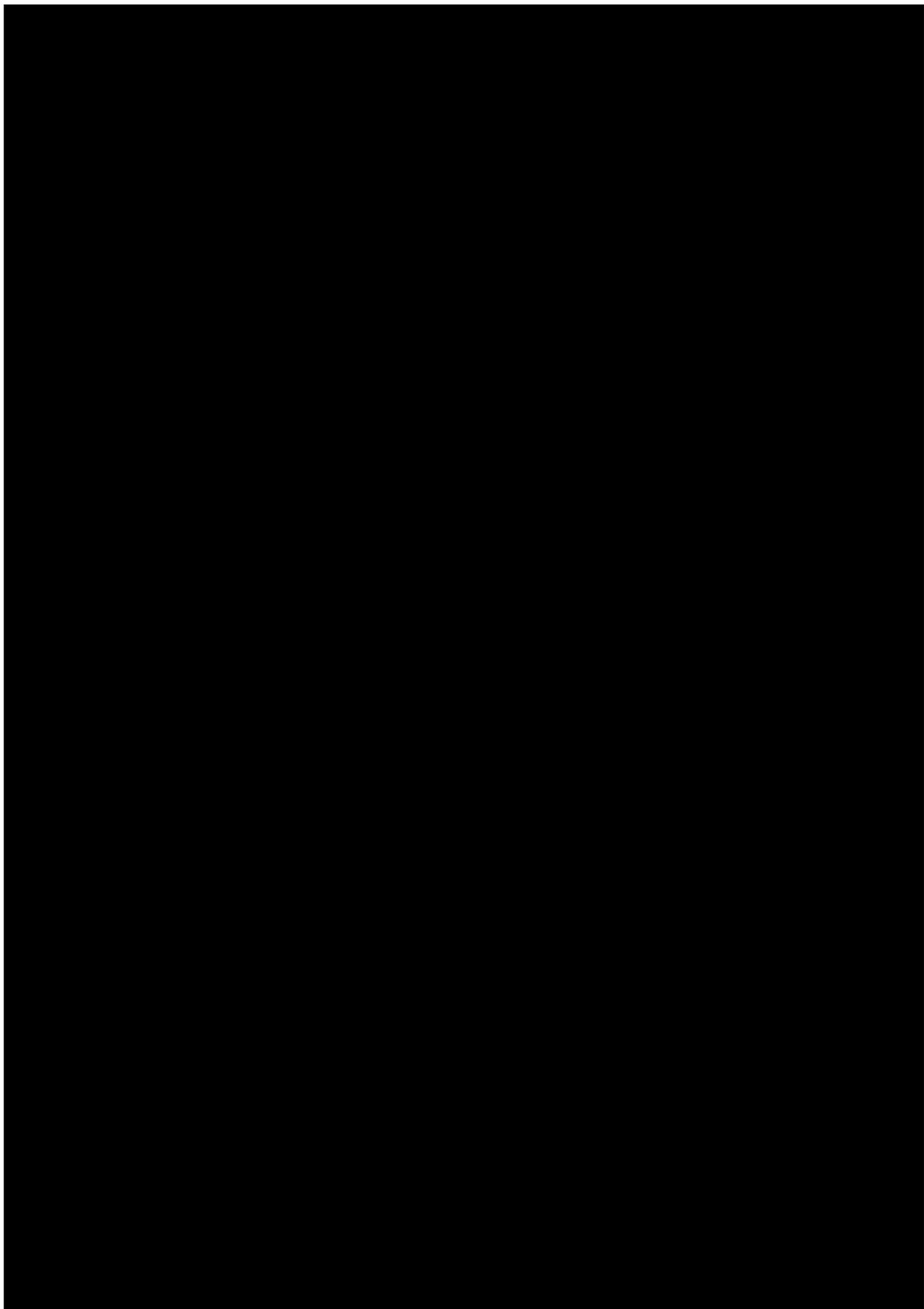


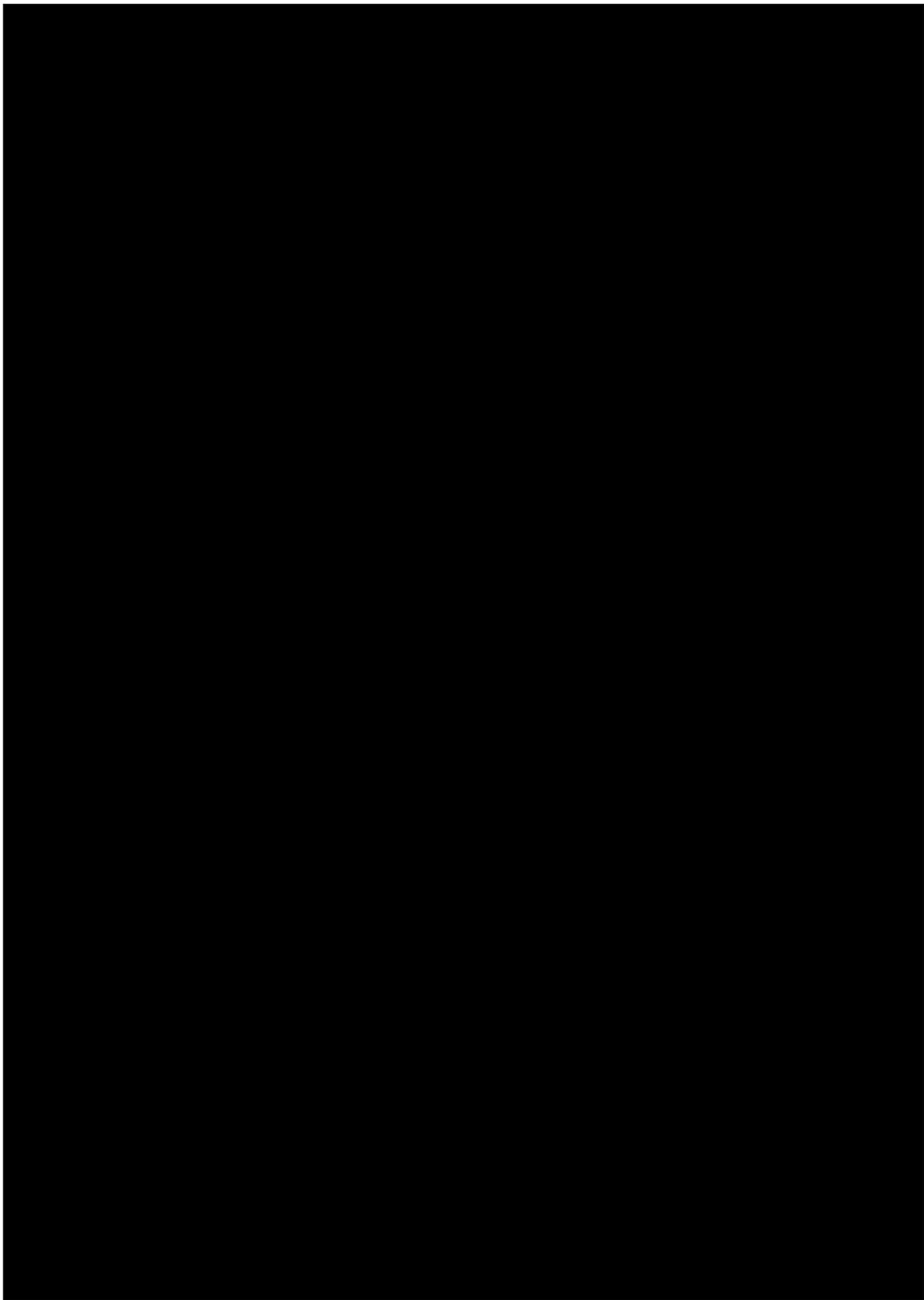


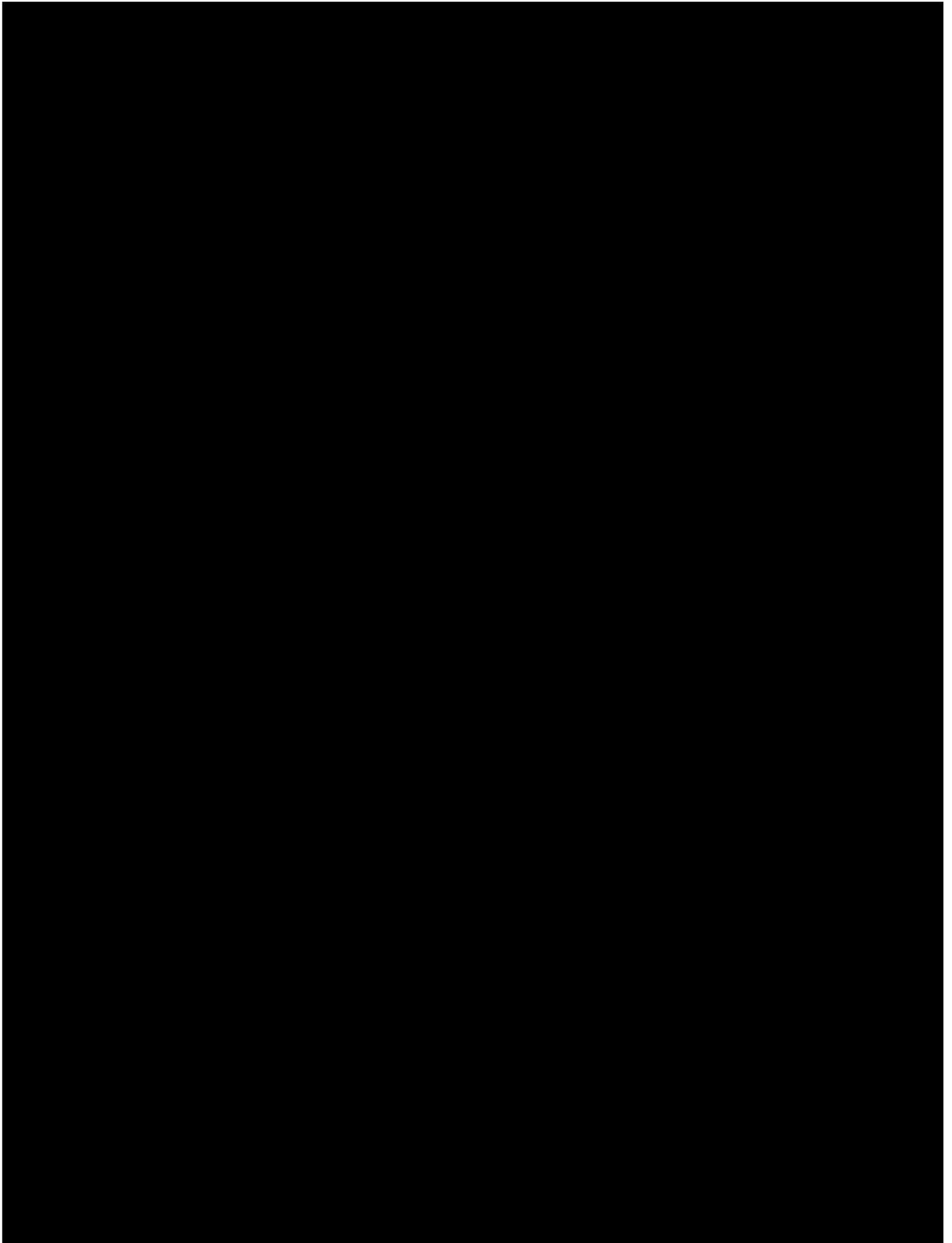


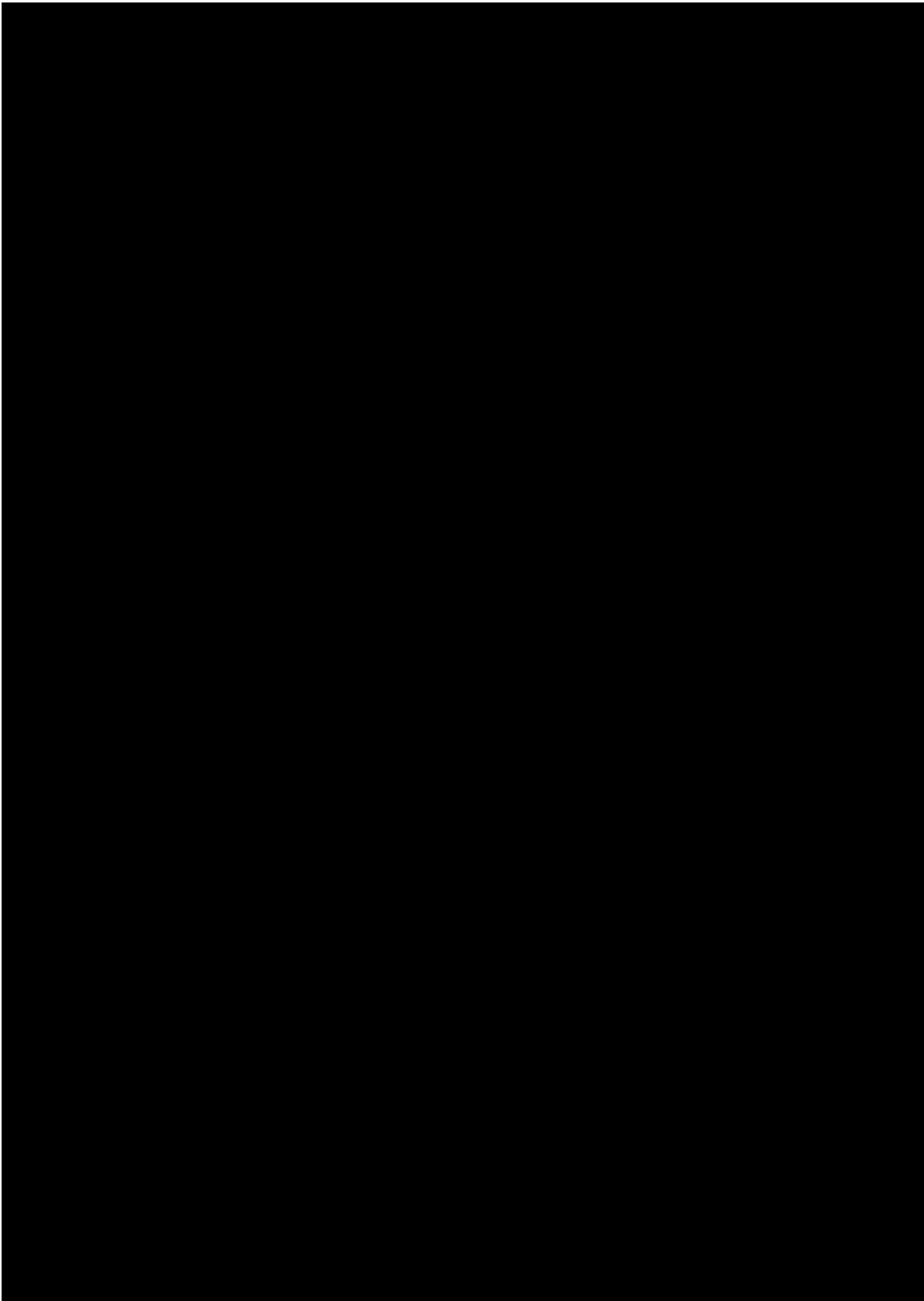


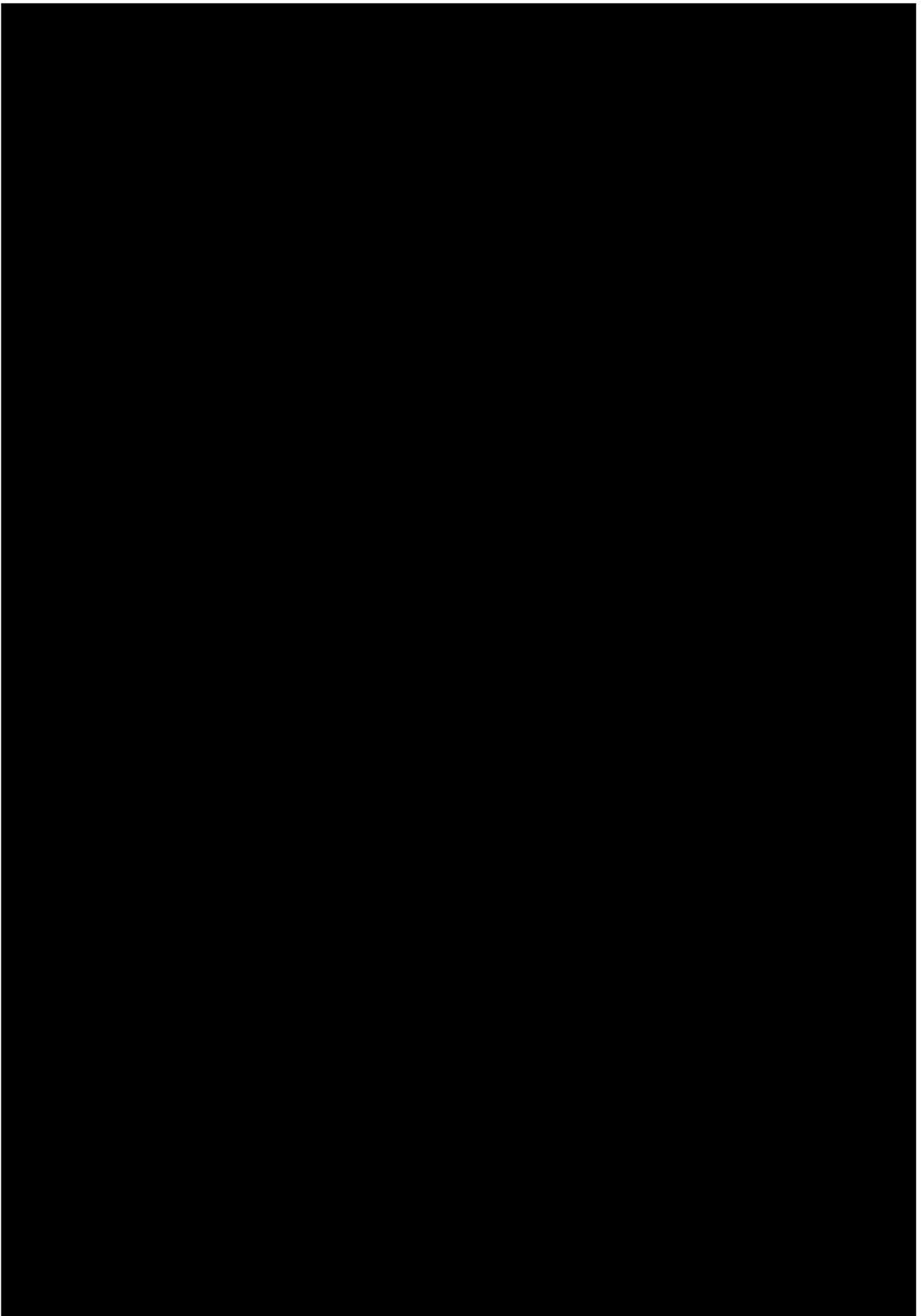


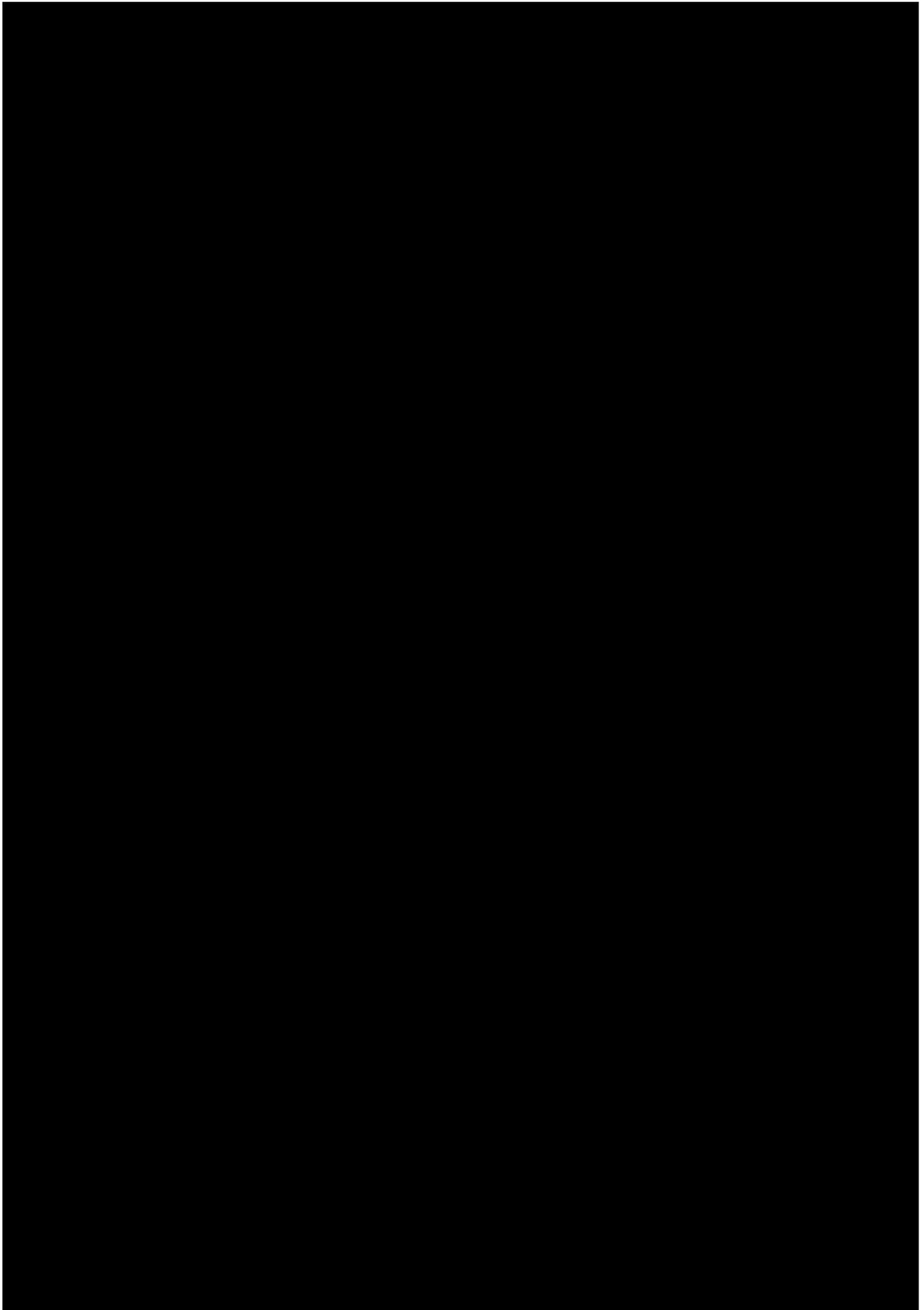


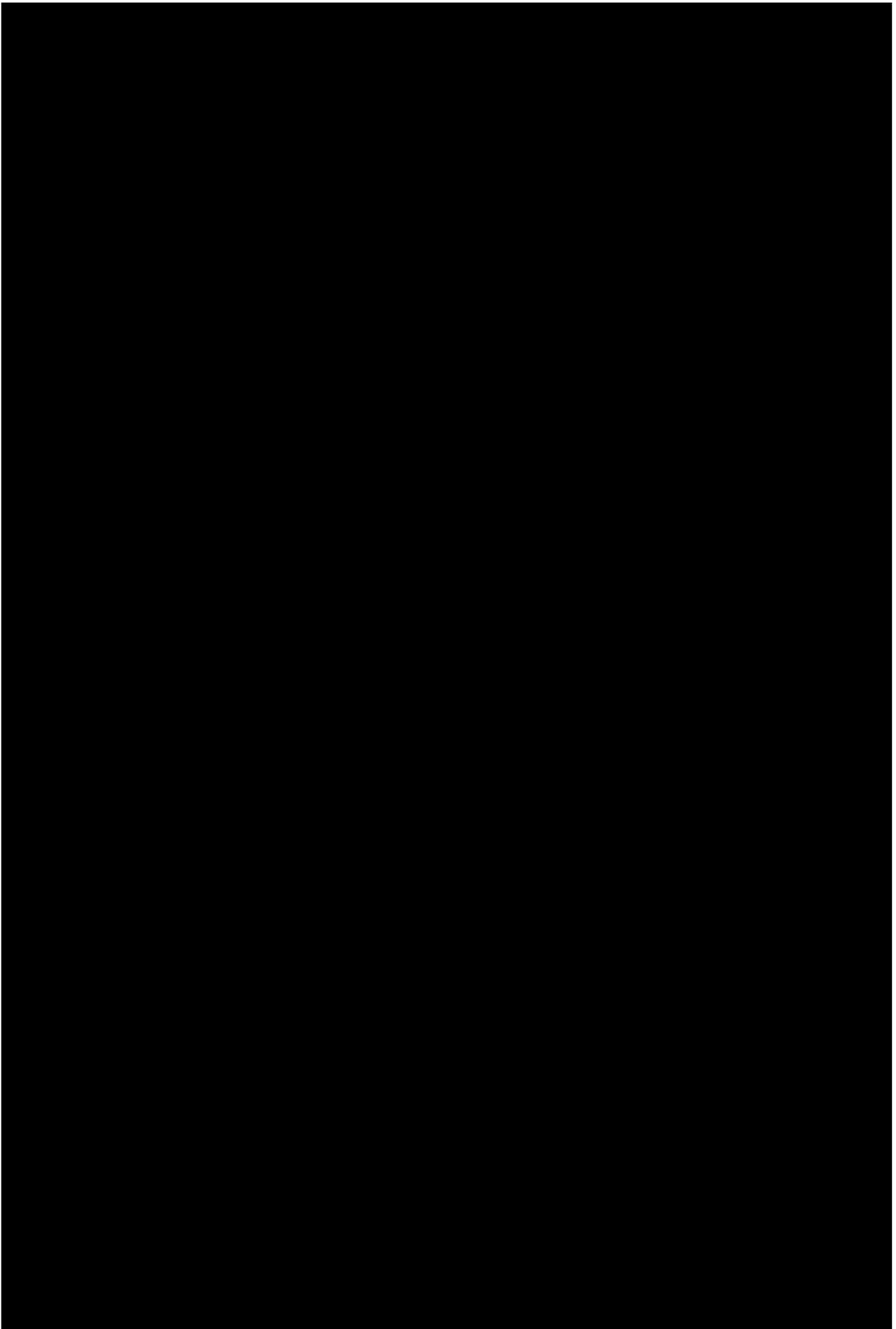


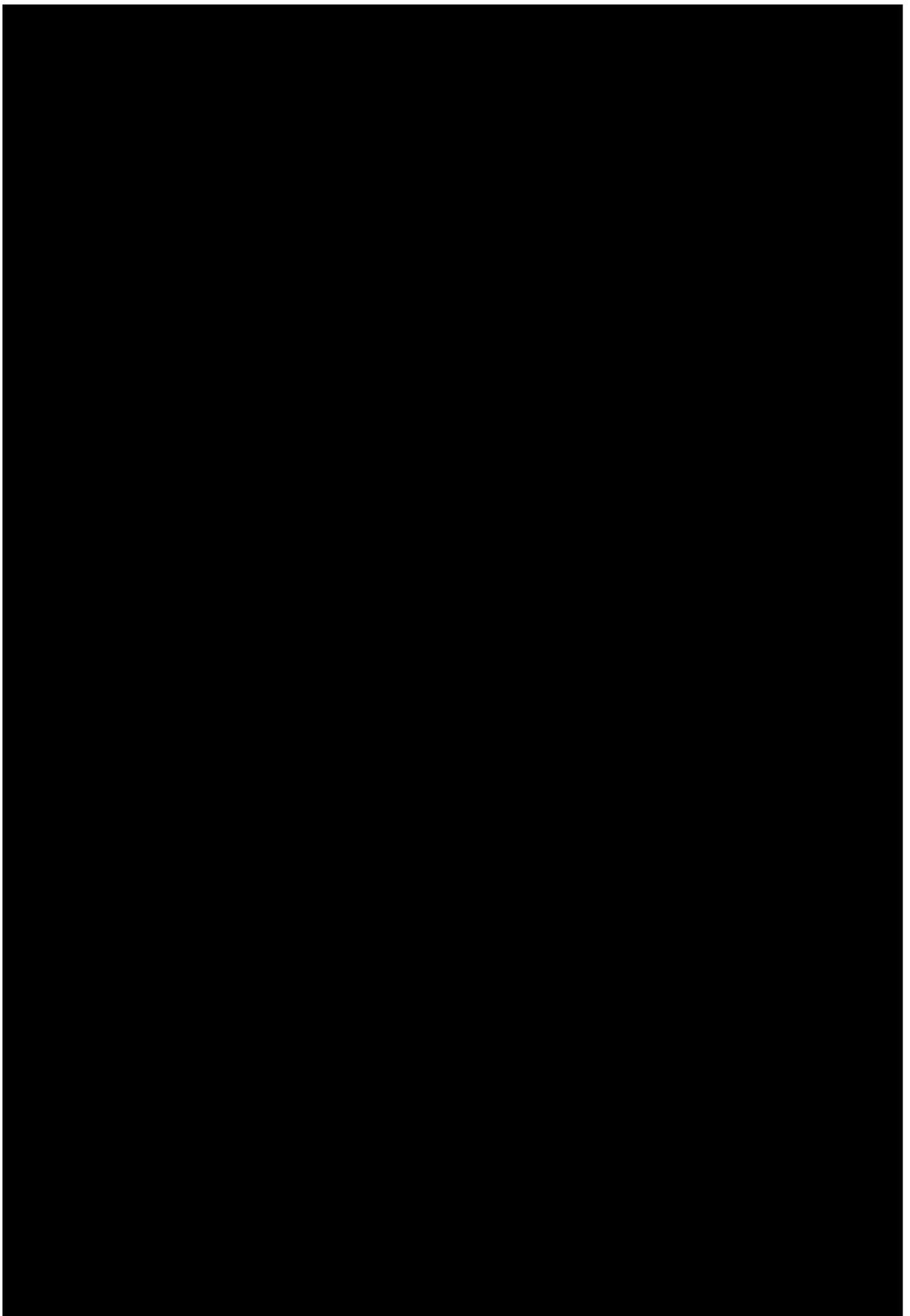


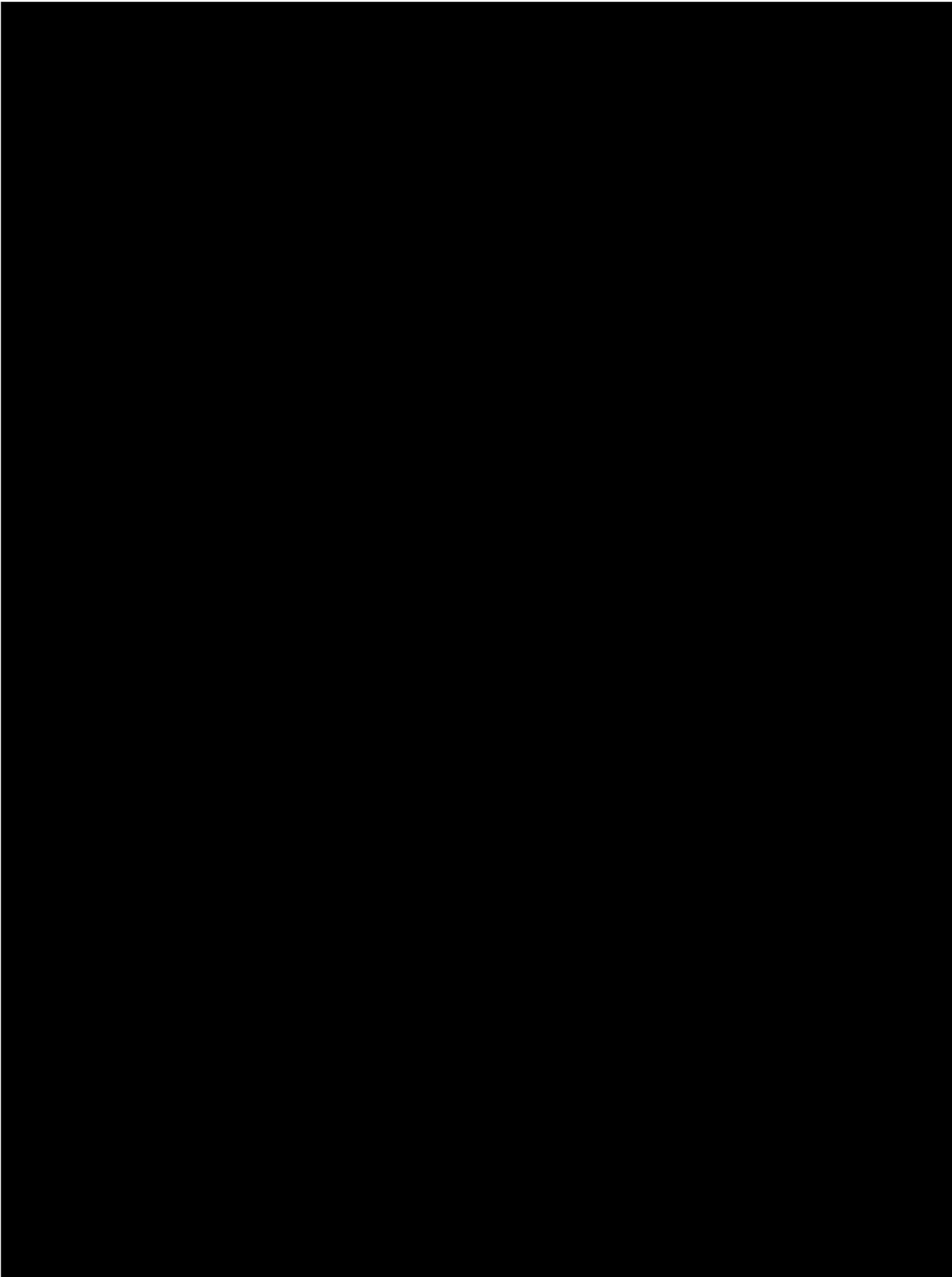


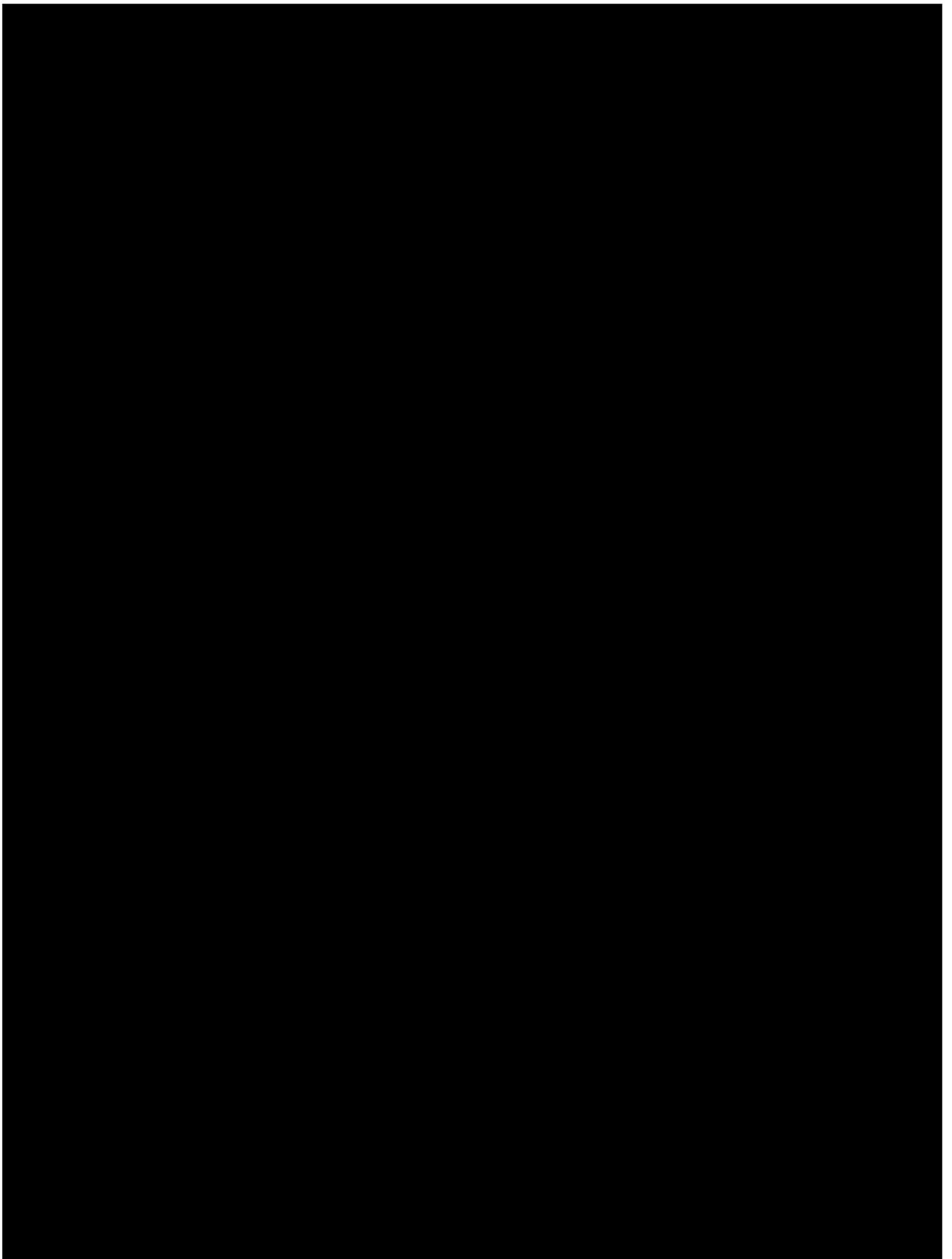


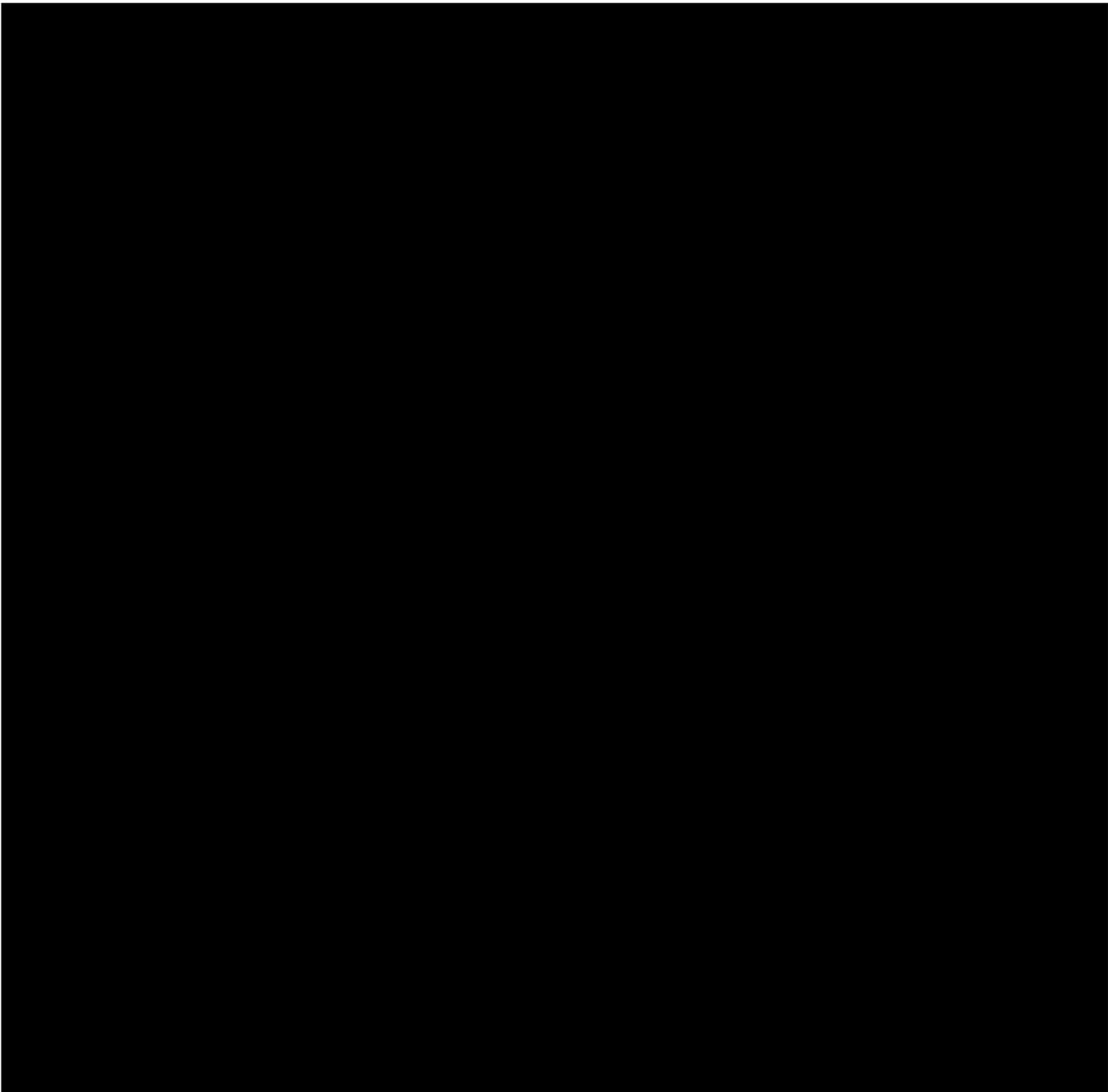


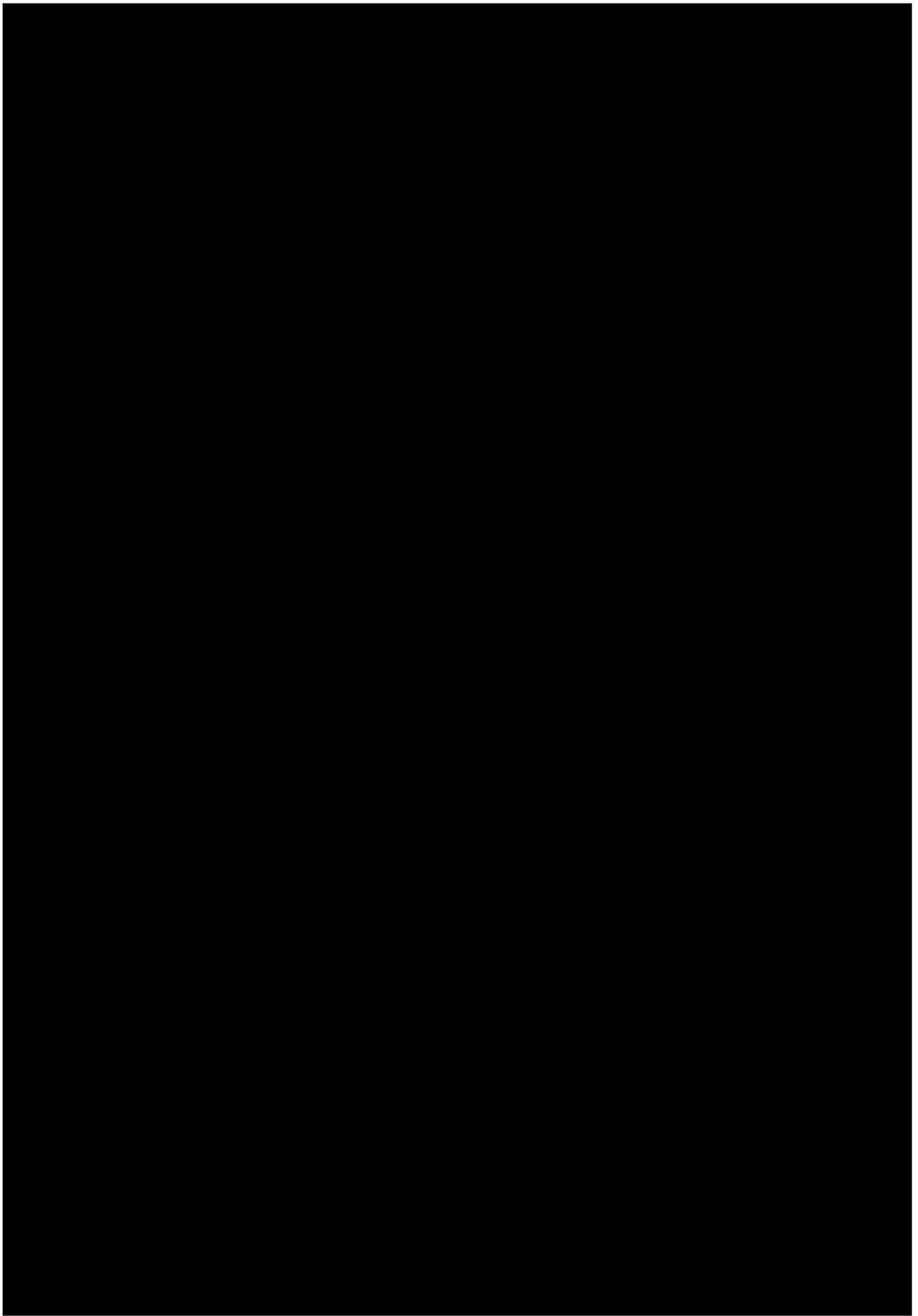


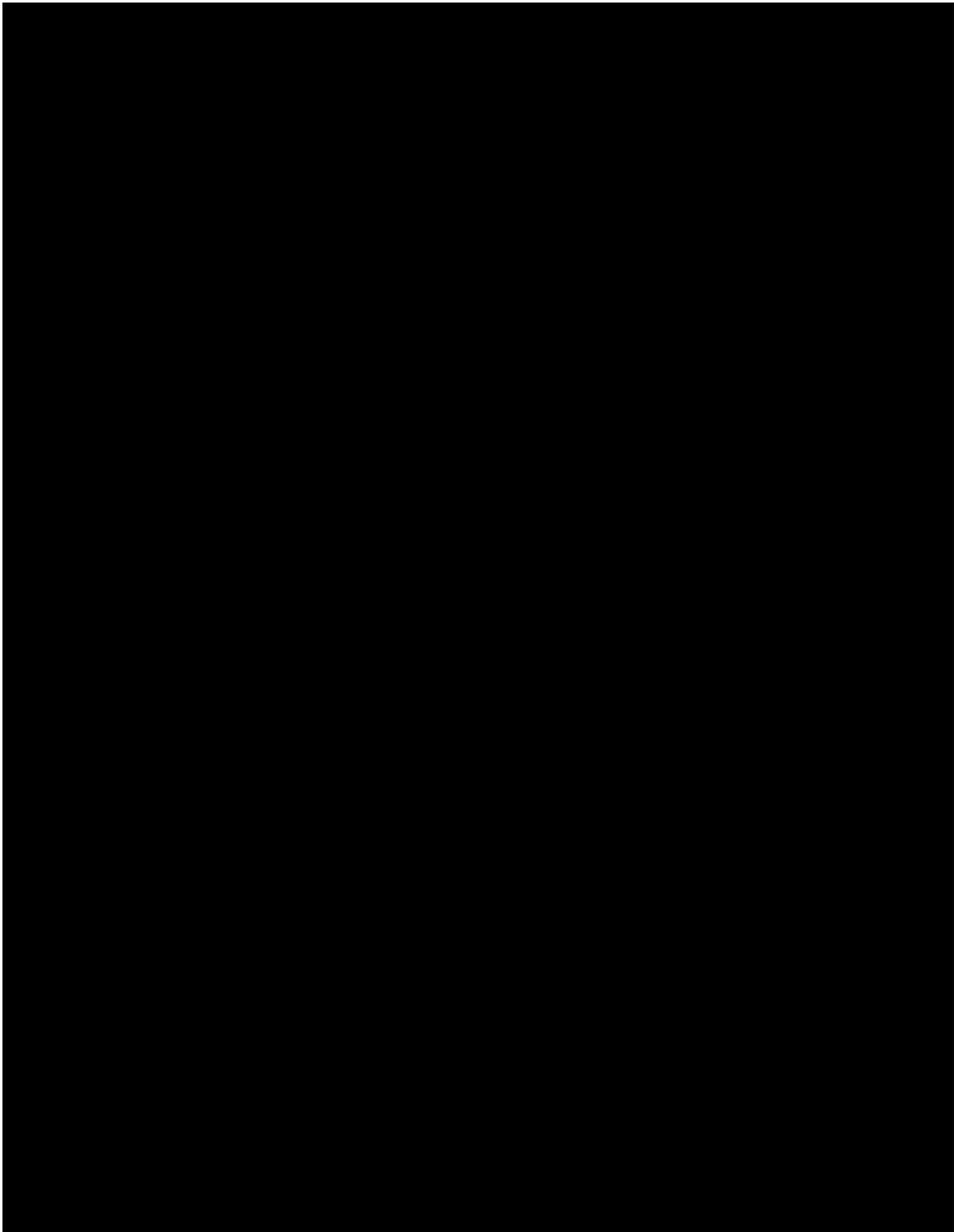


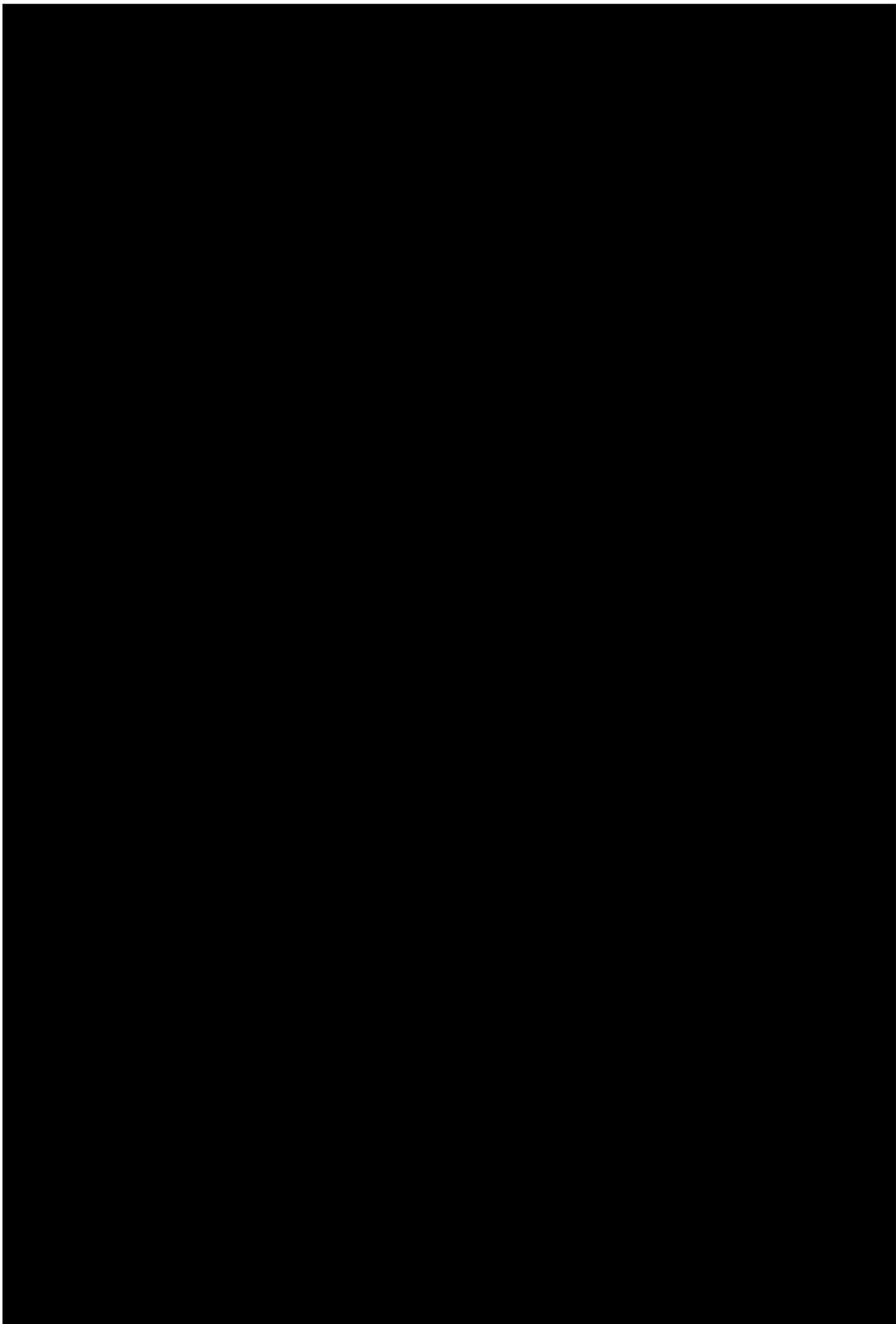


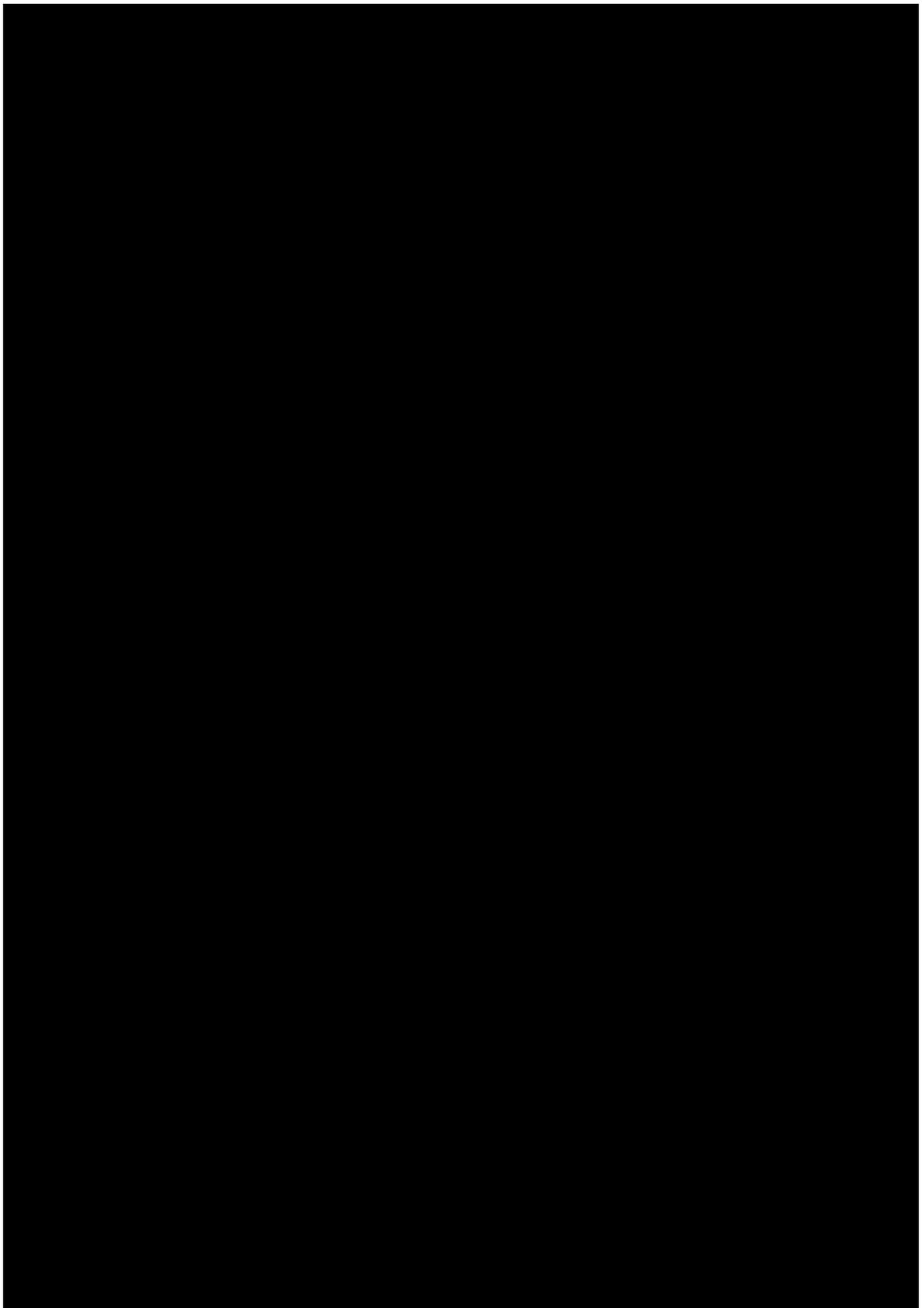


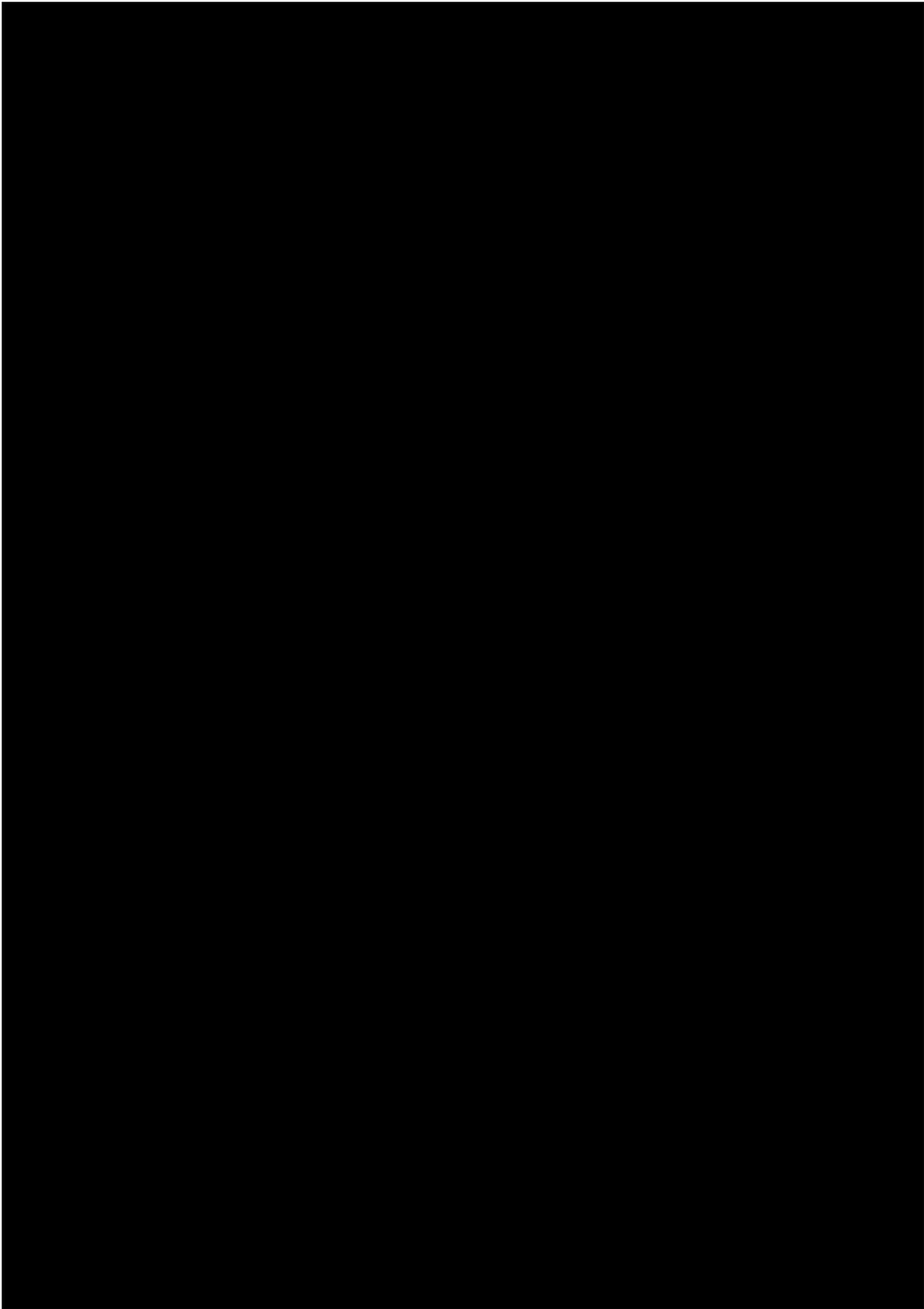


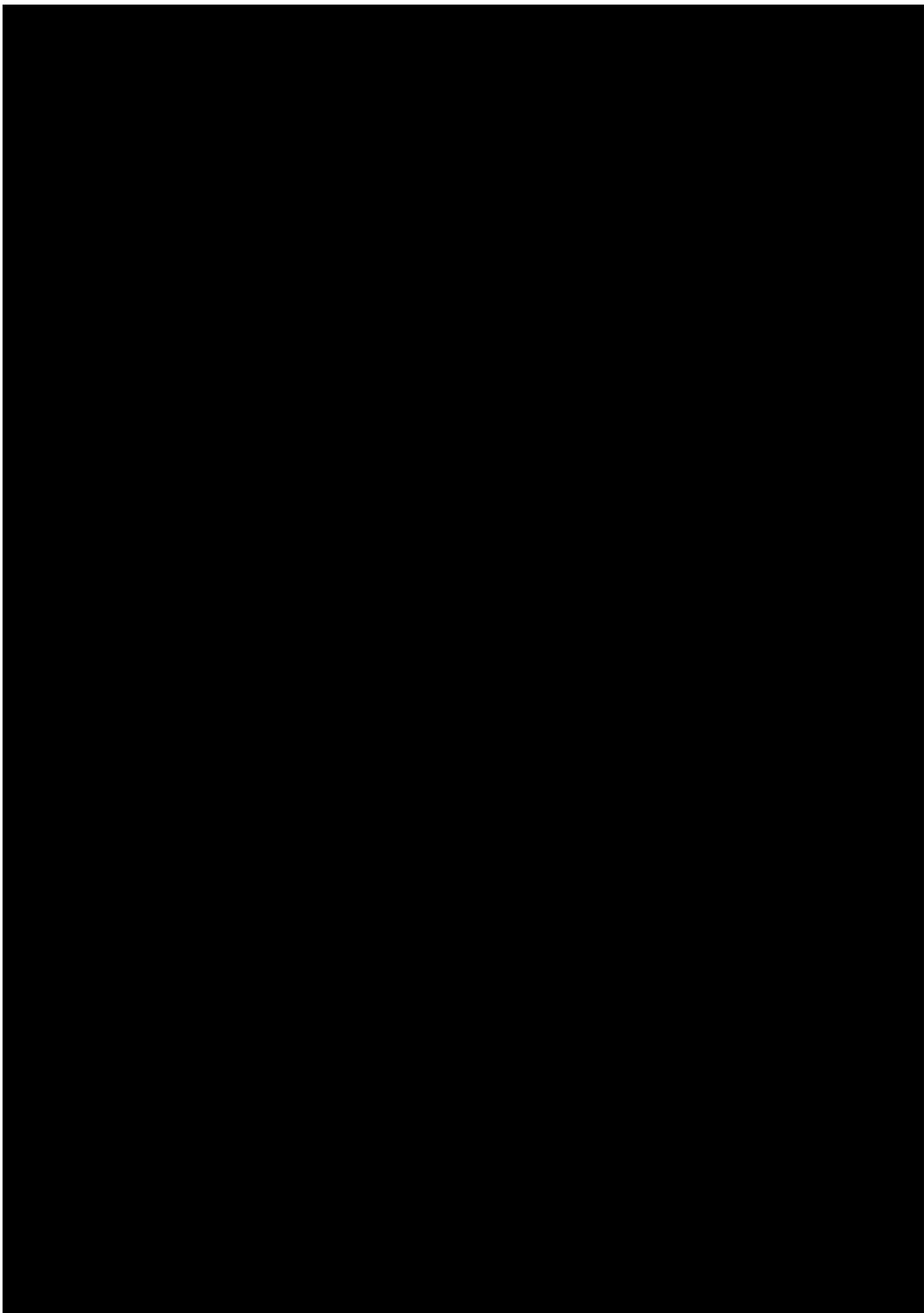


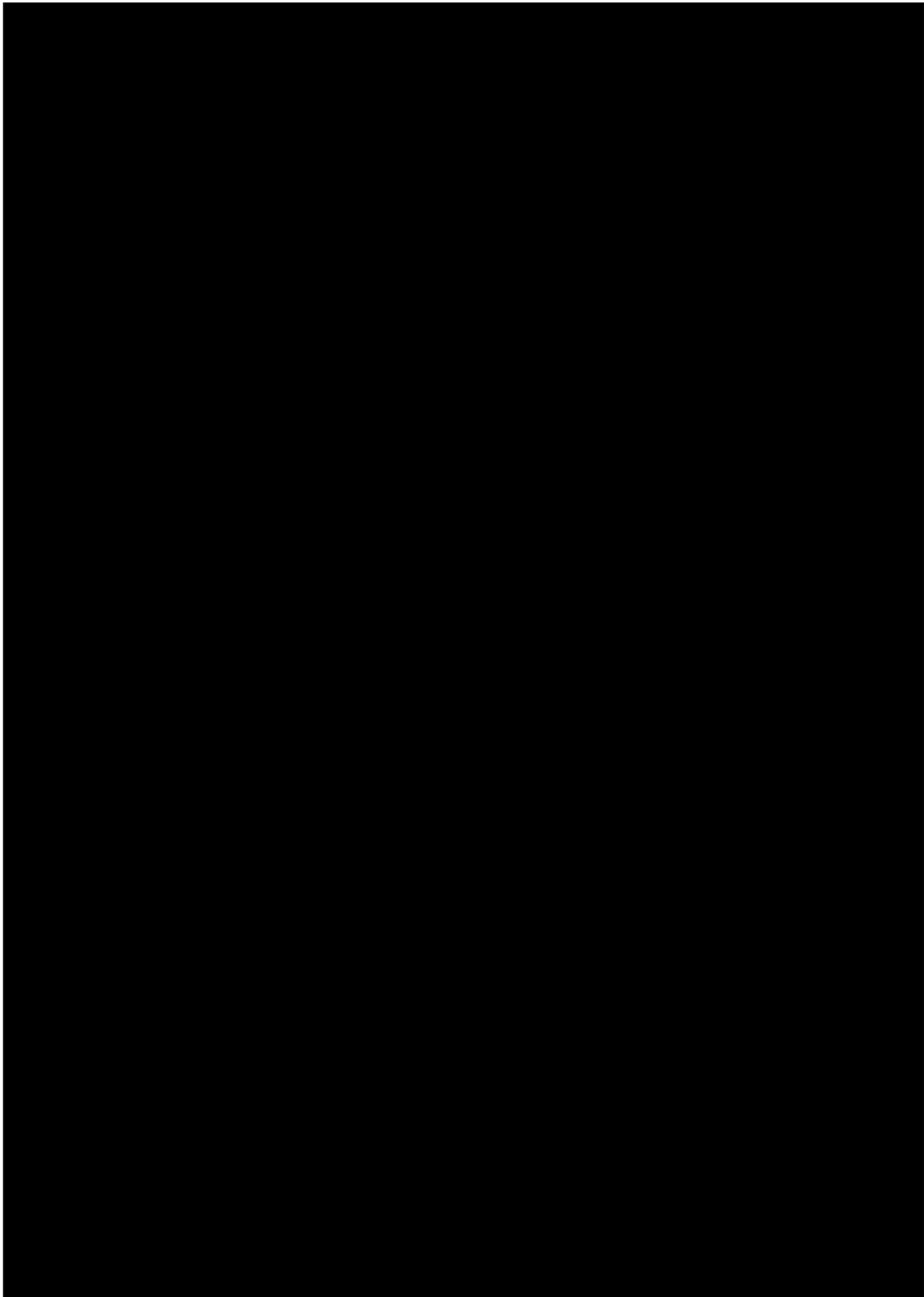


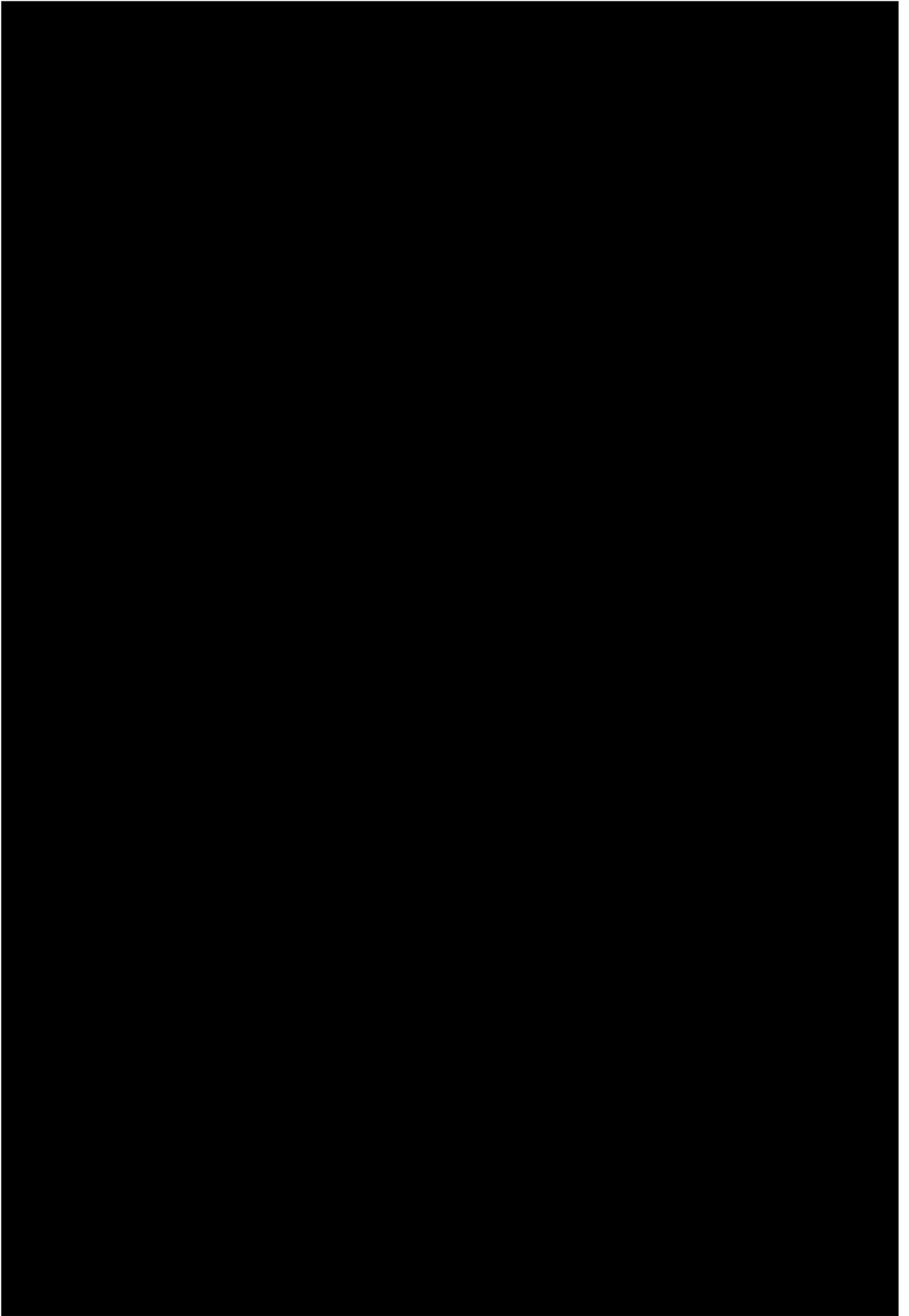


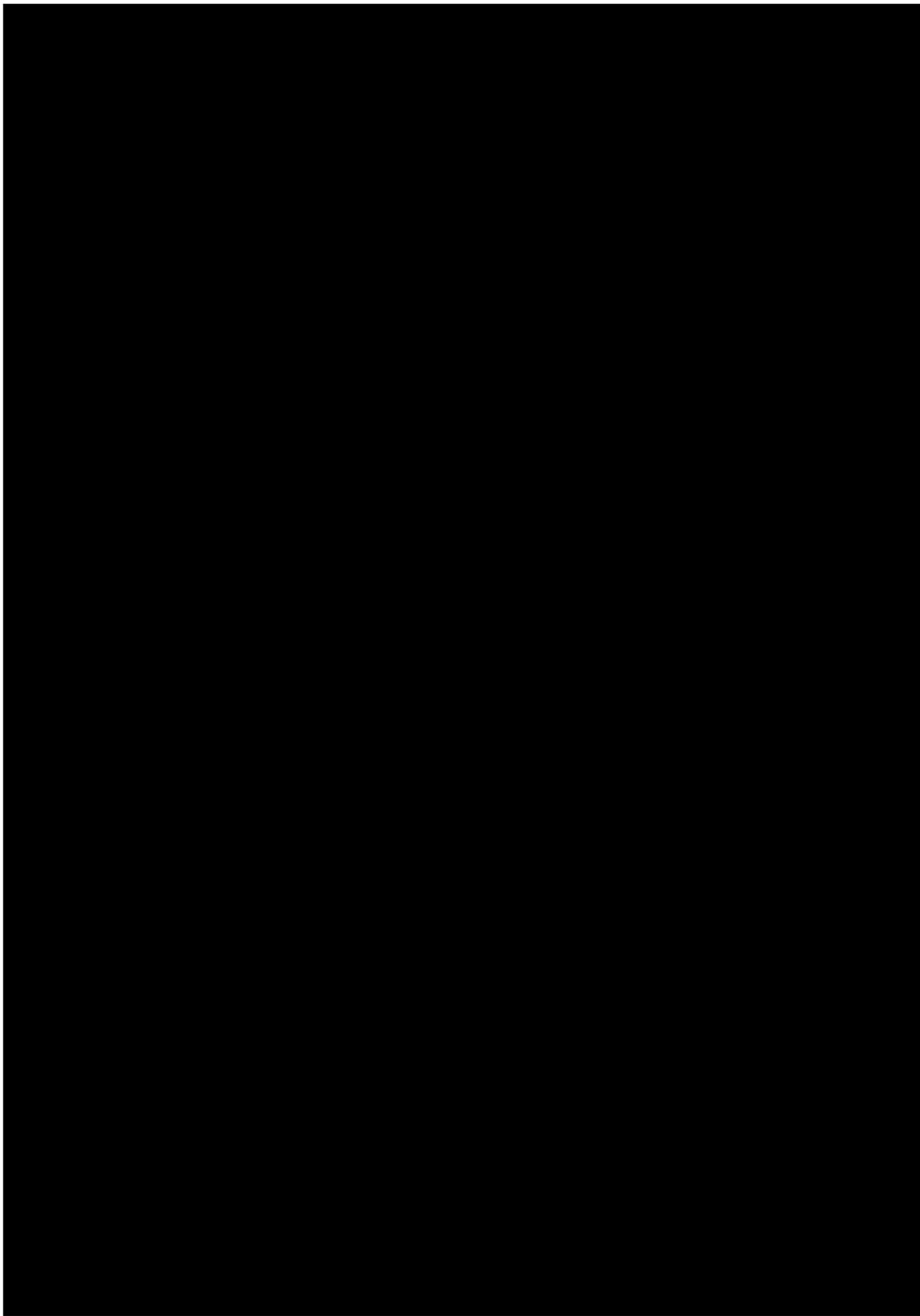






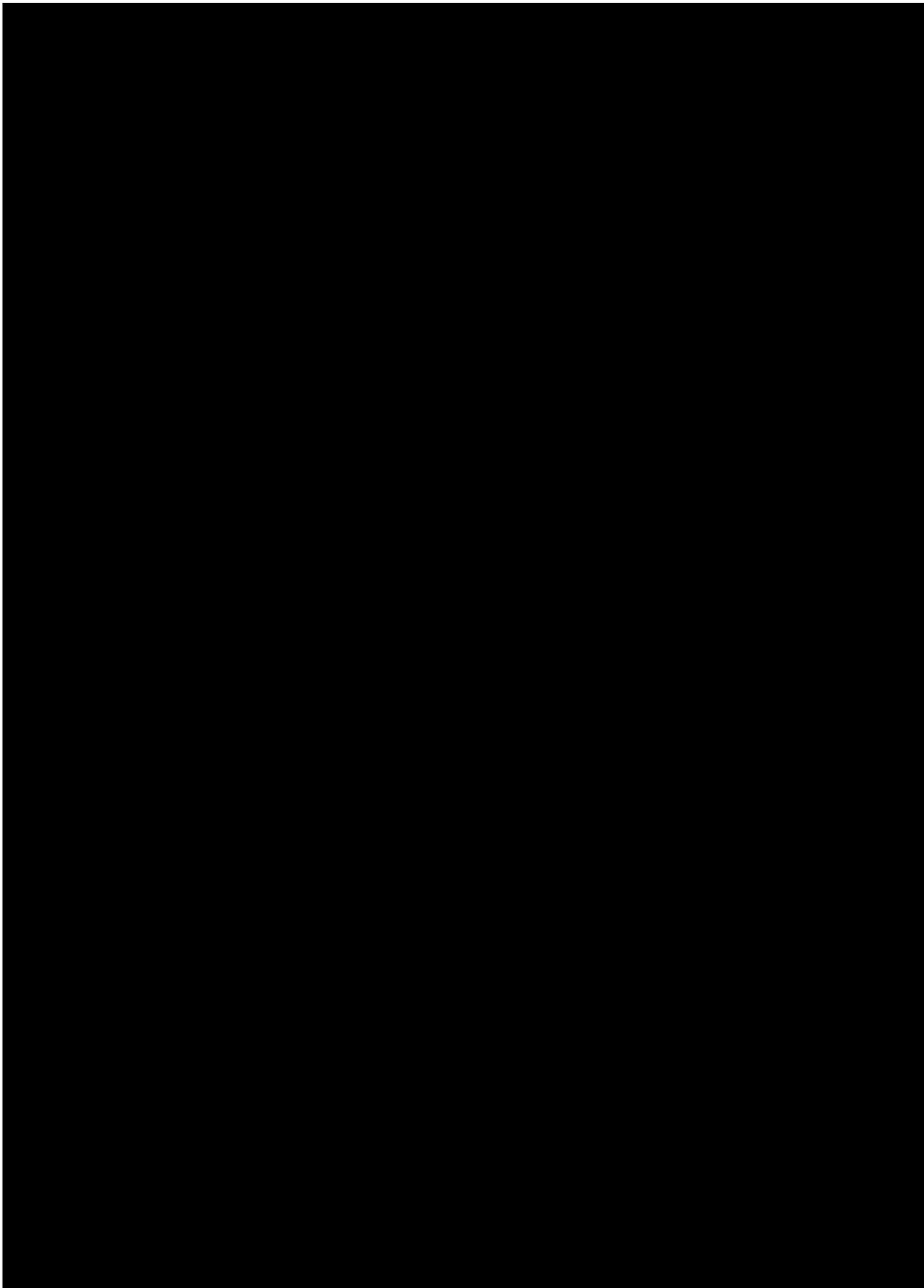


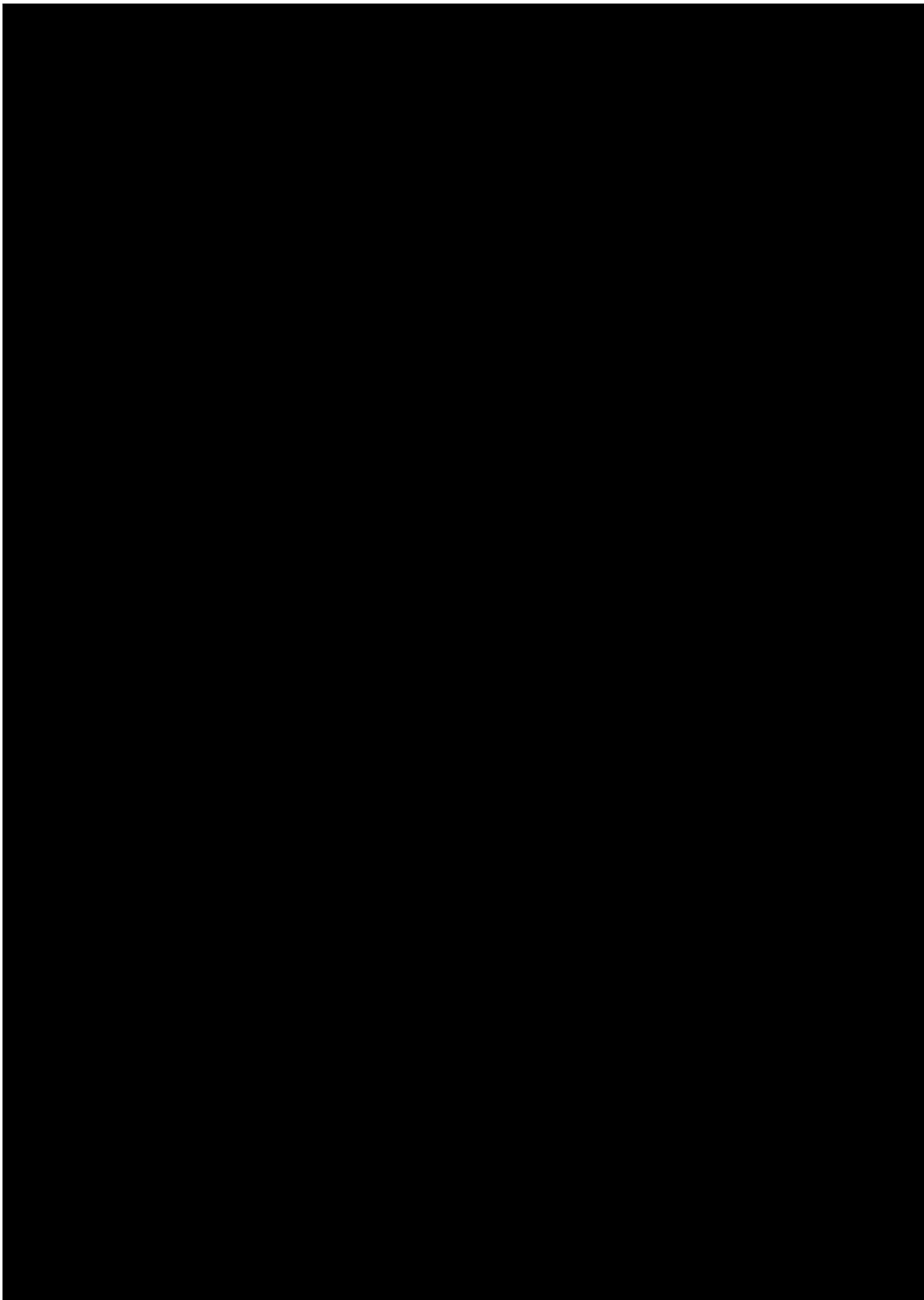


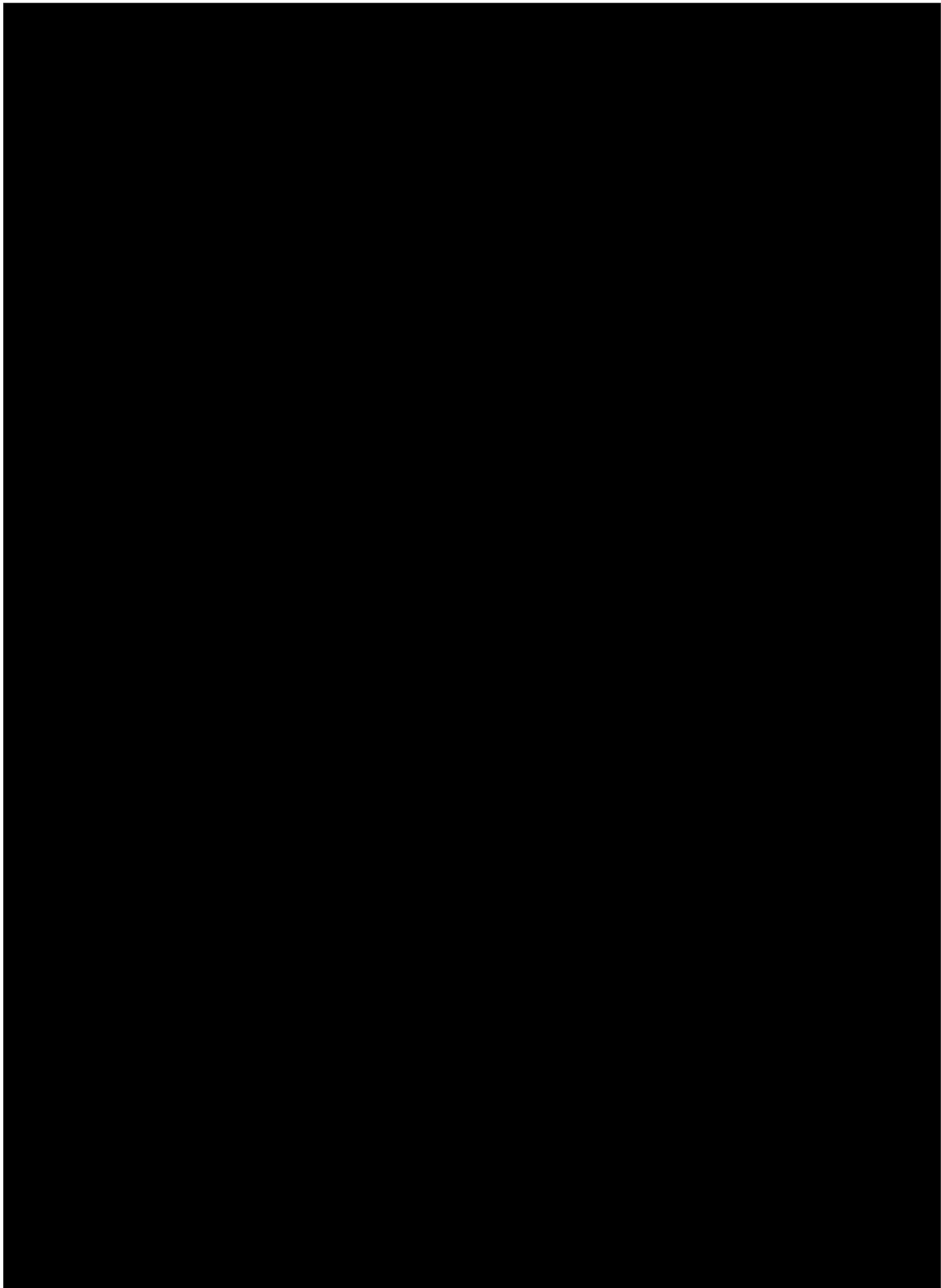




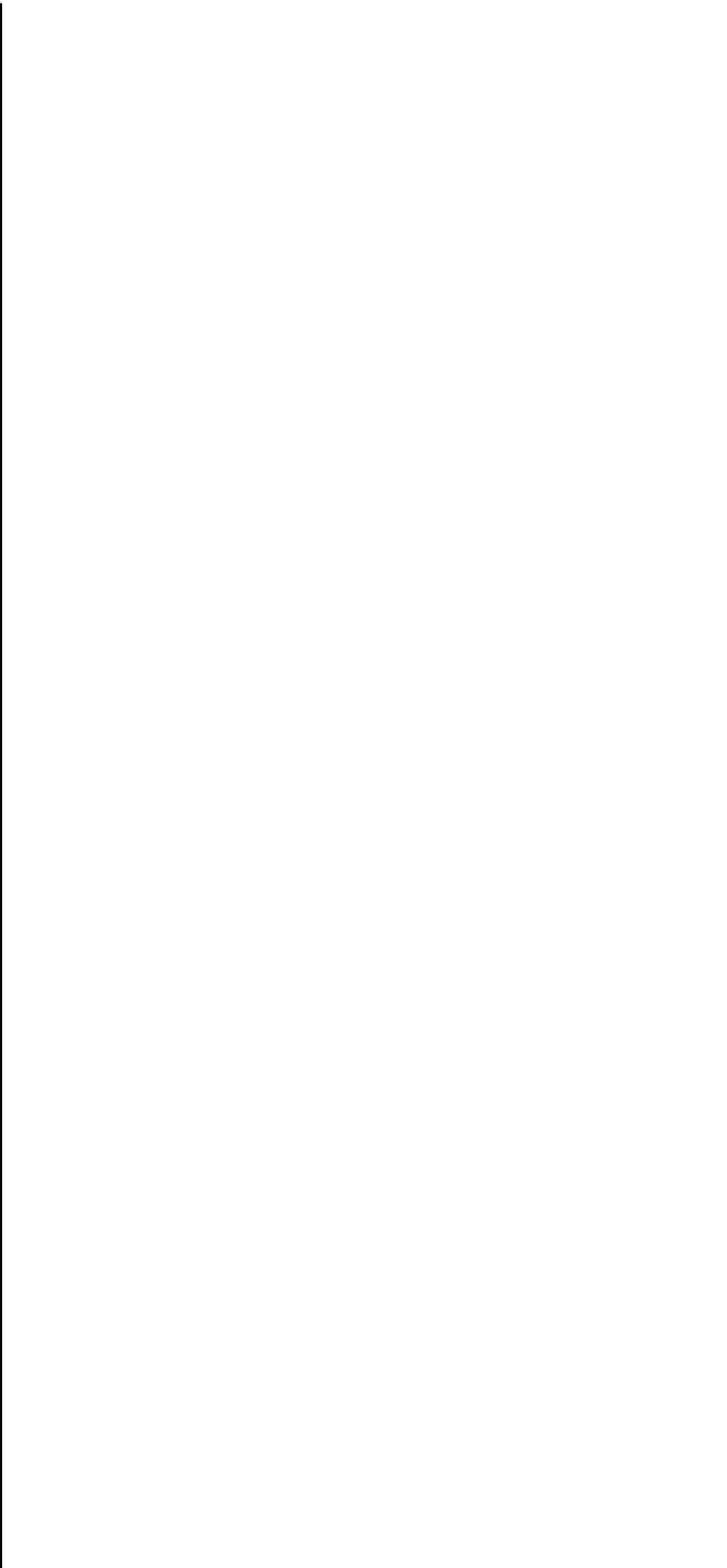
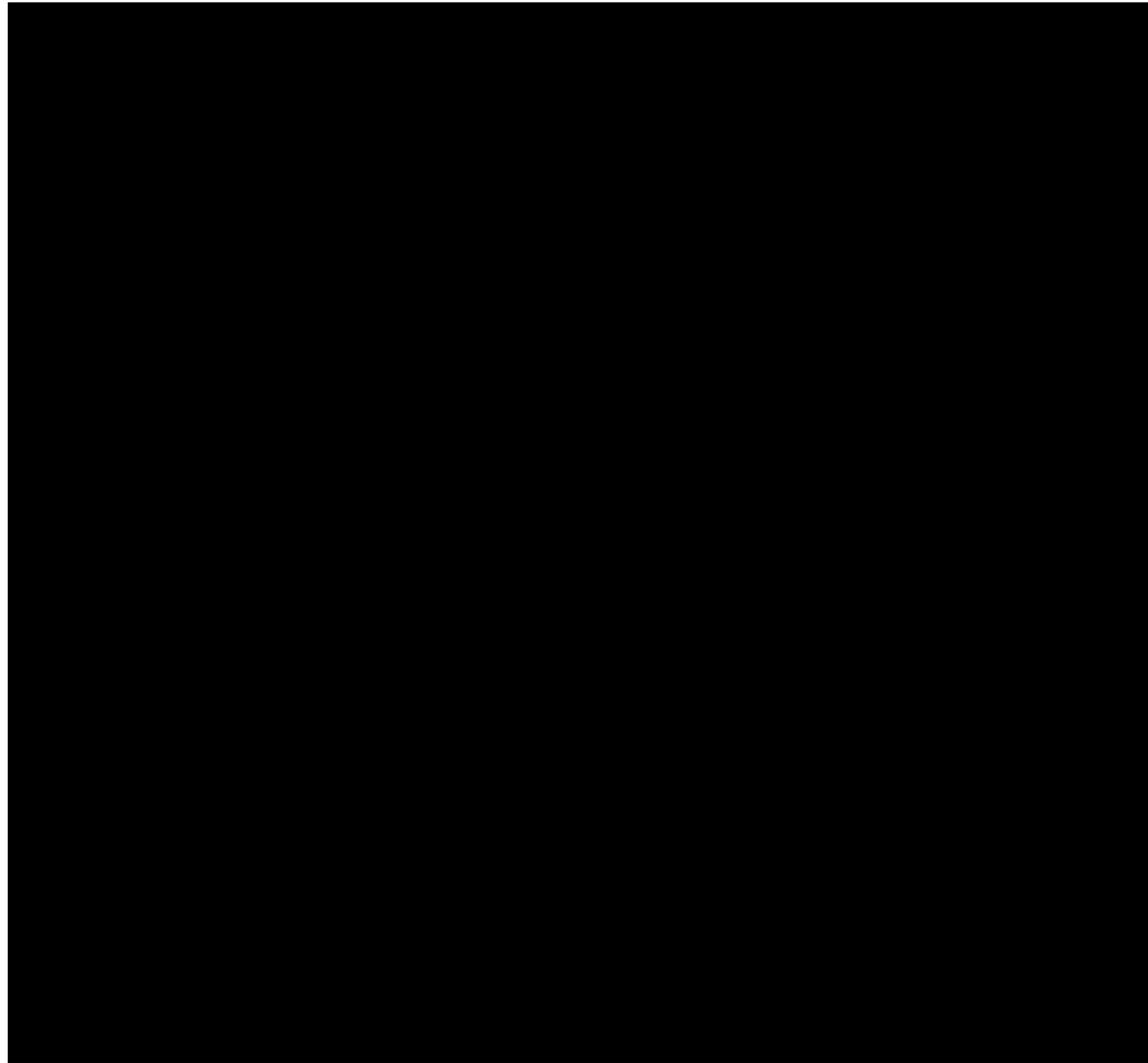
SCHEDULE 2 – ORDER FORM

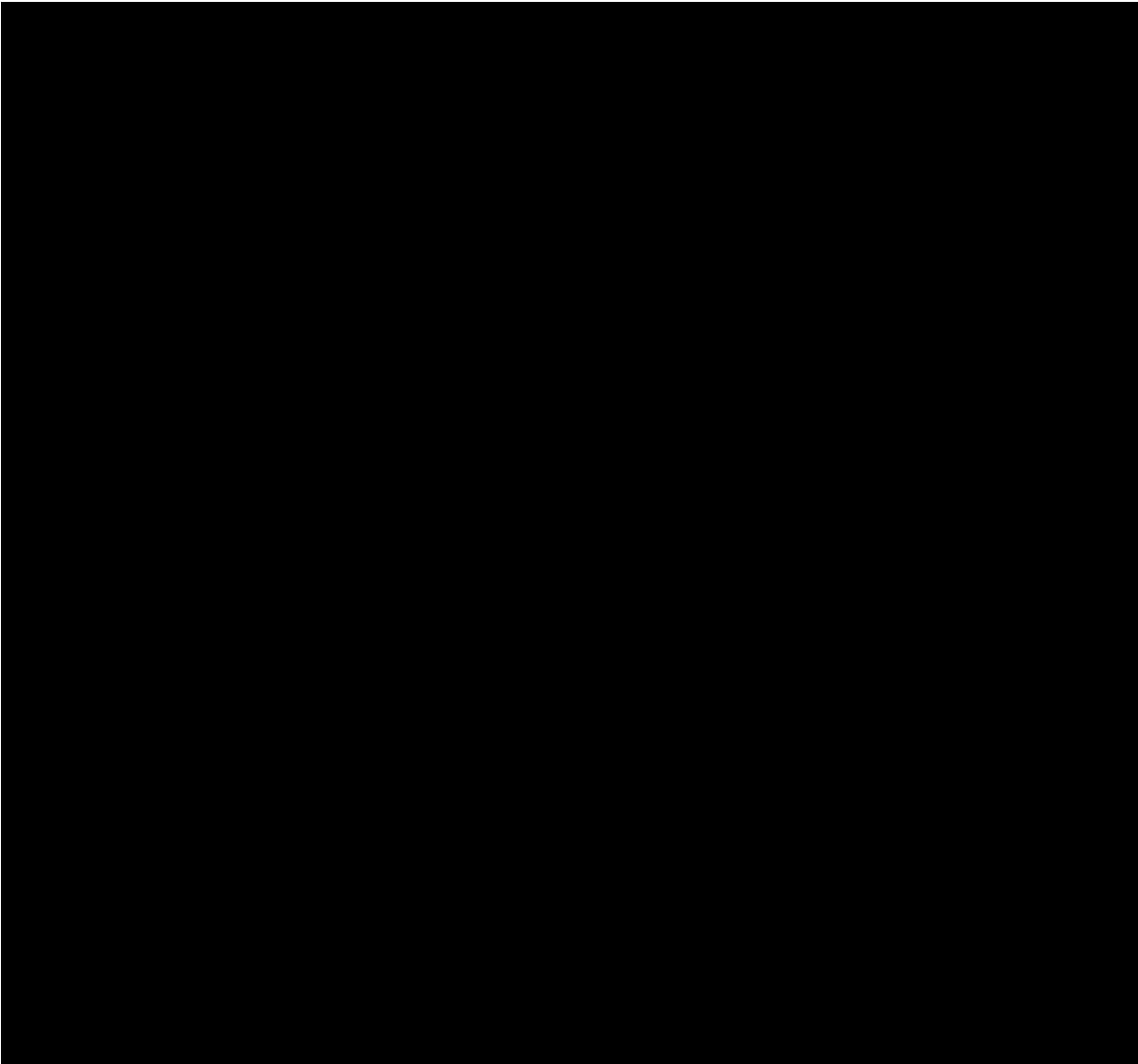








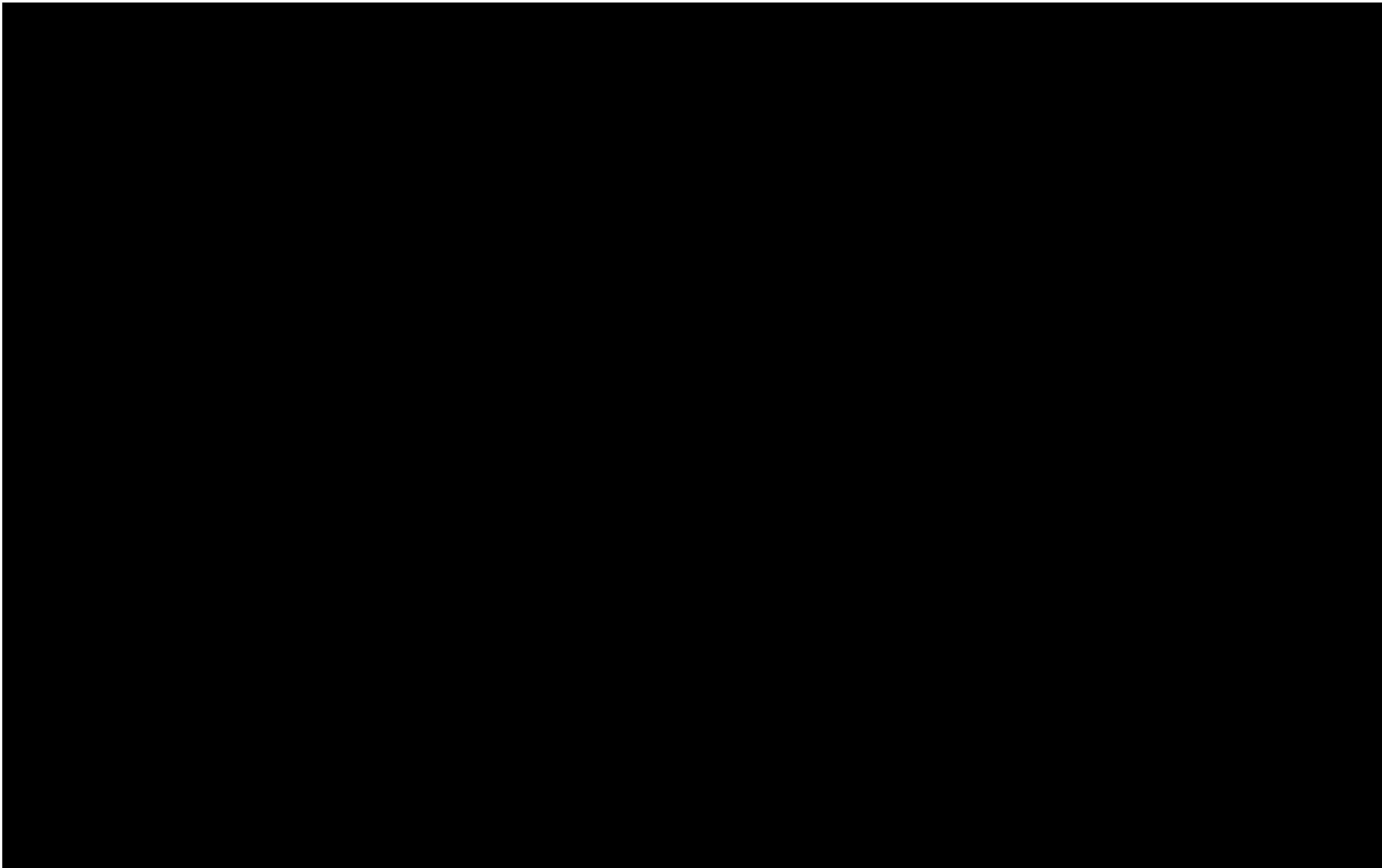


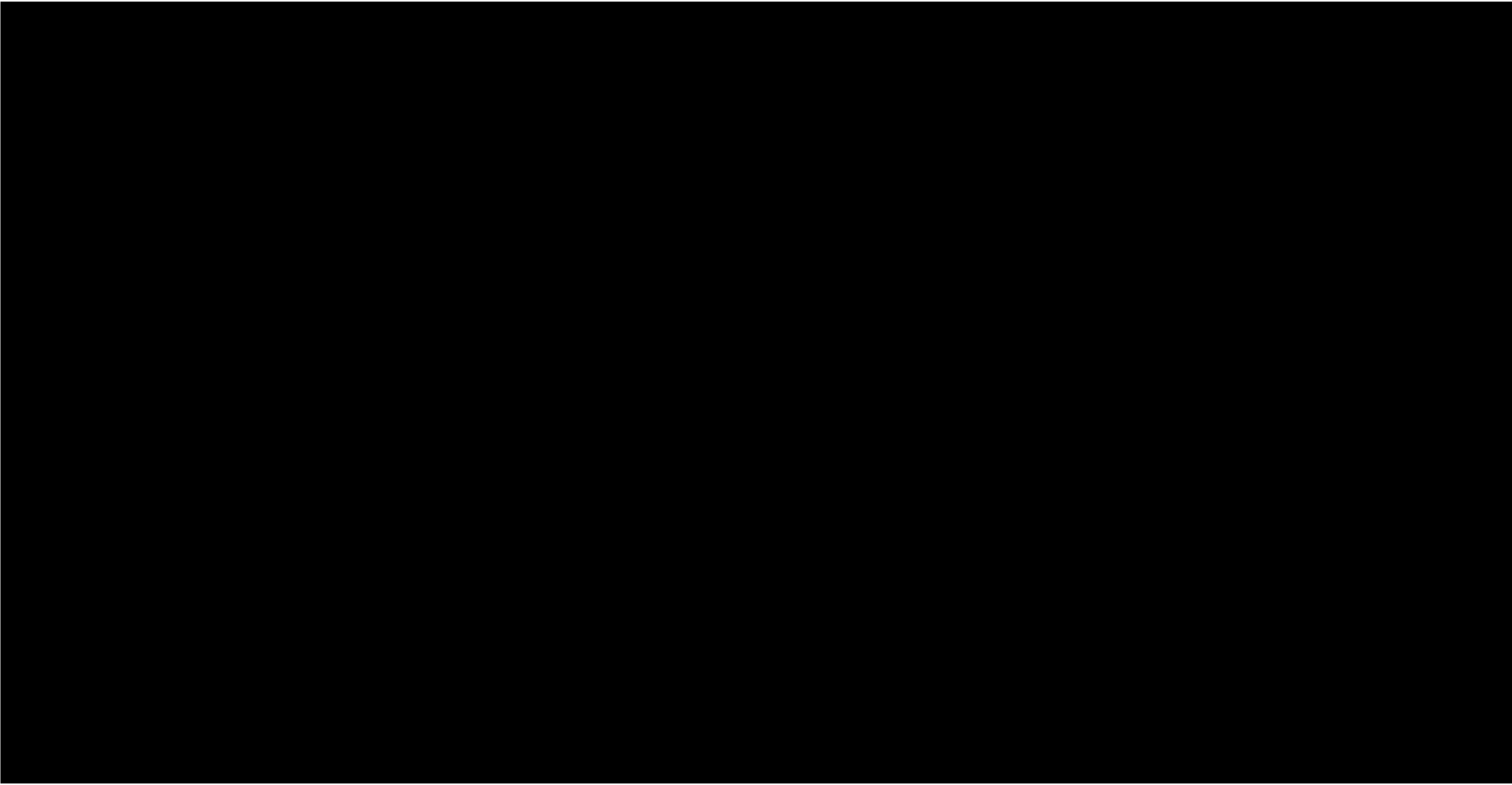


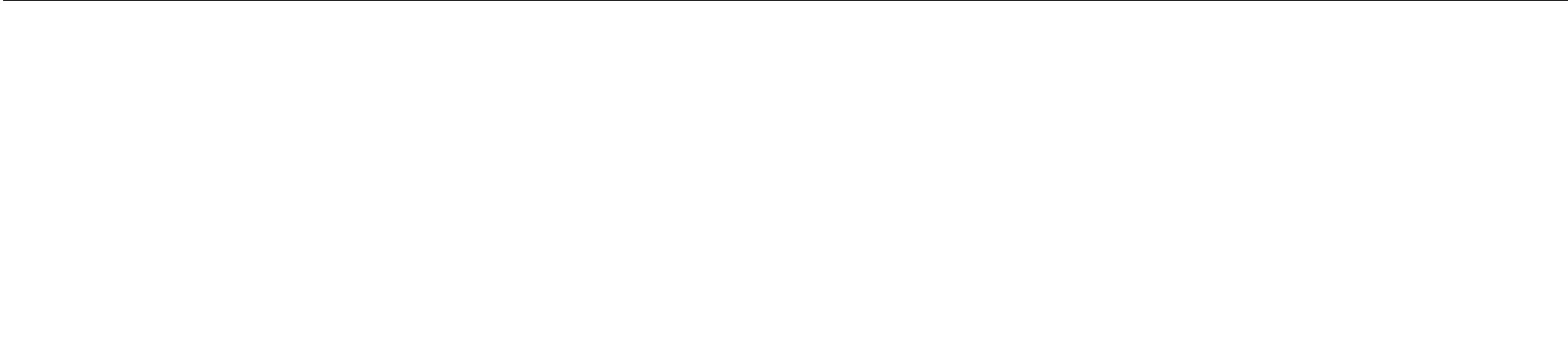
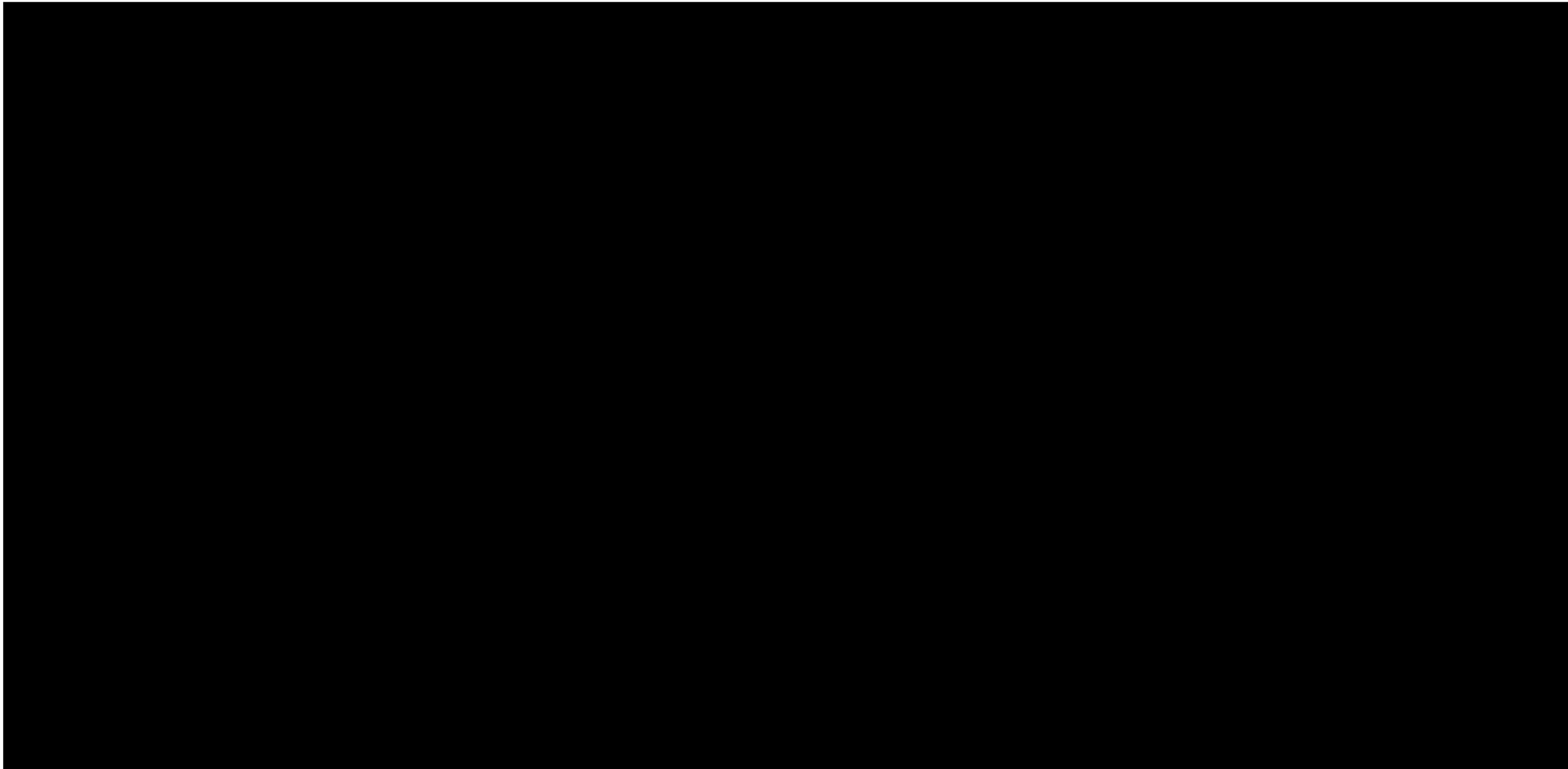






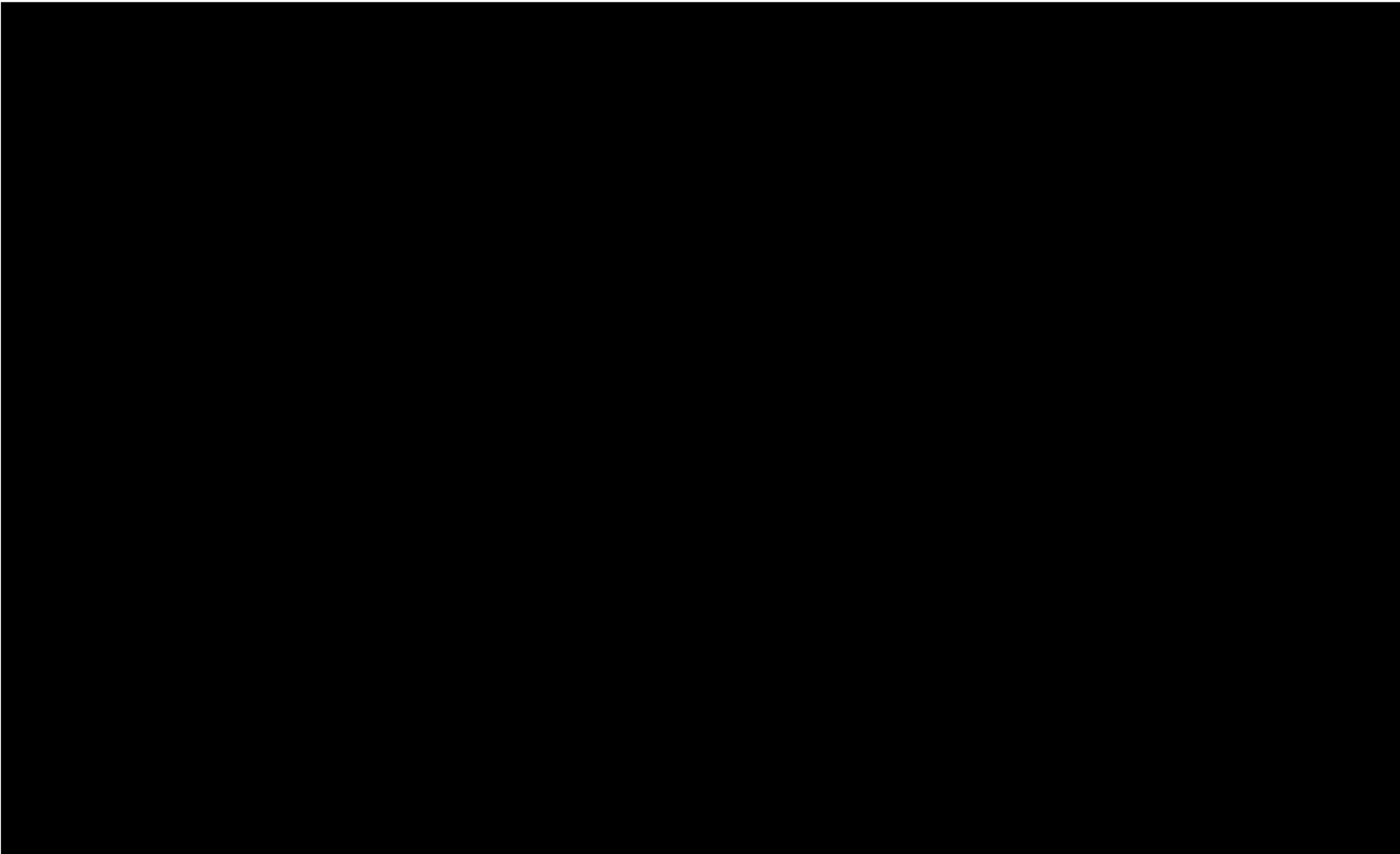






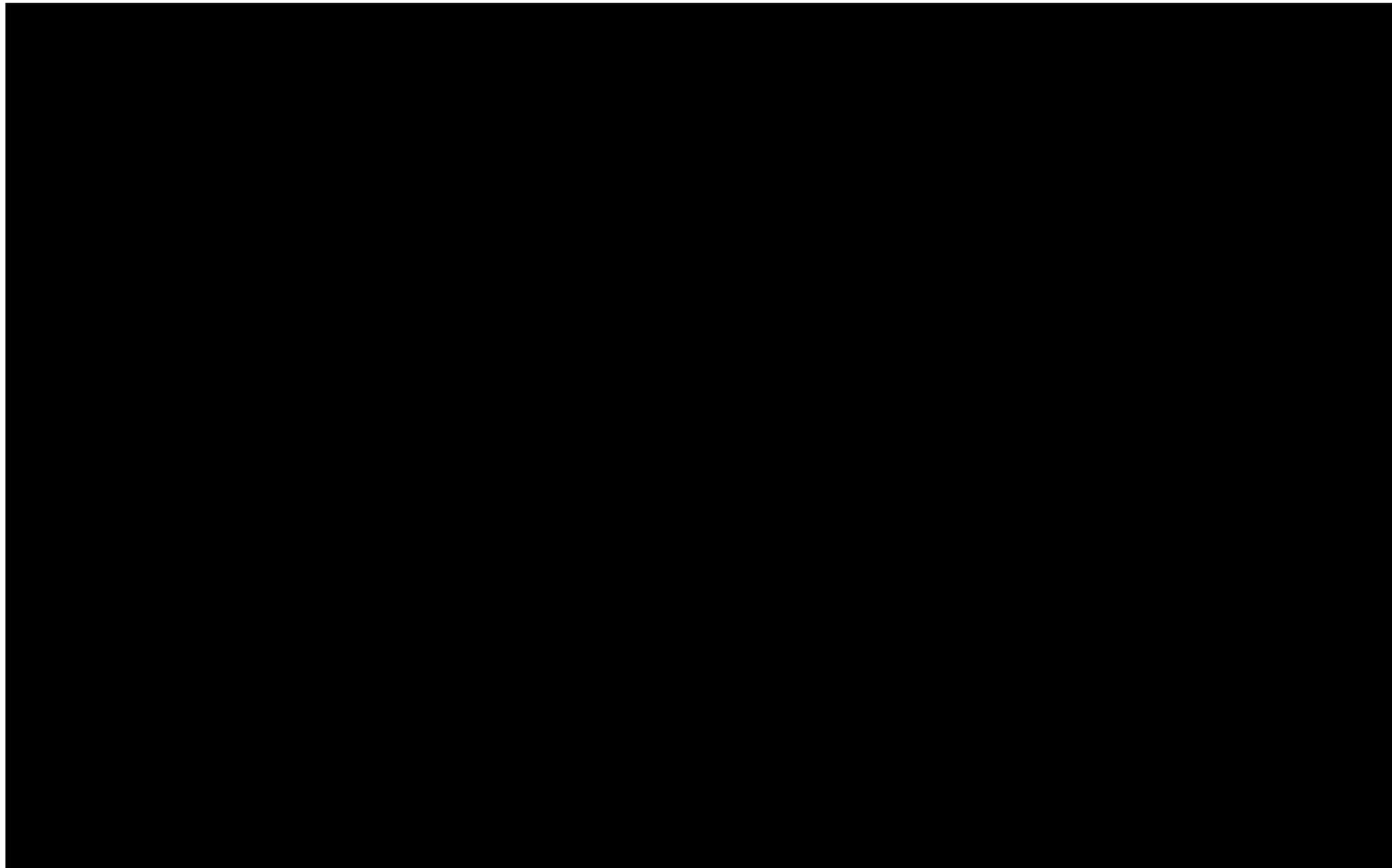


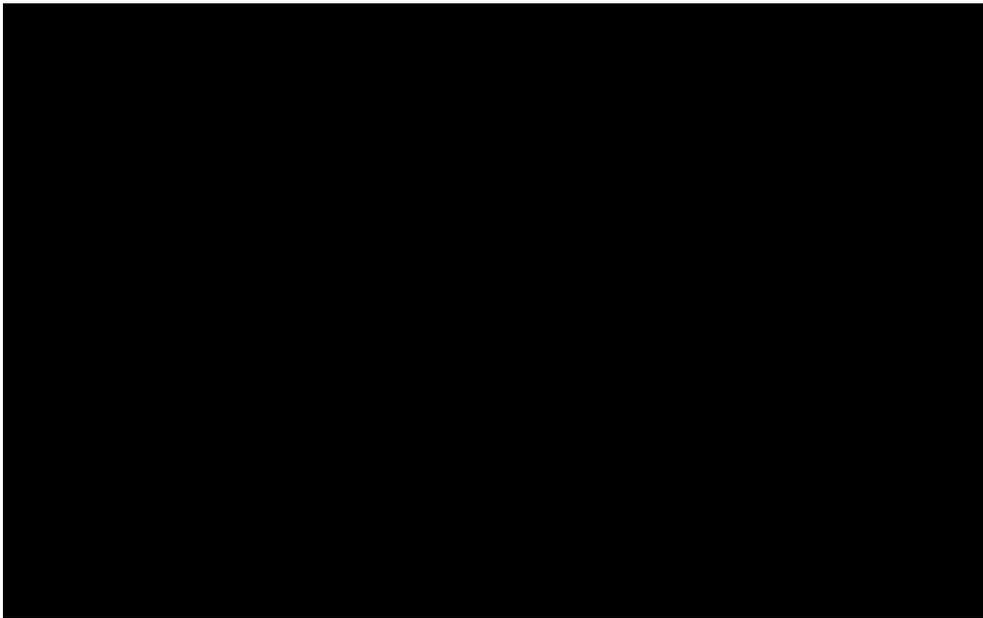


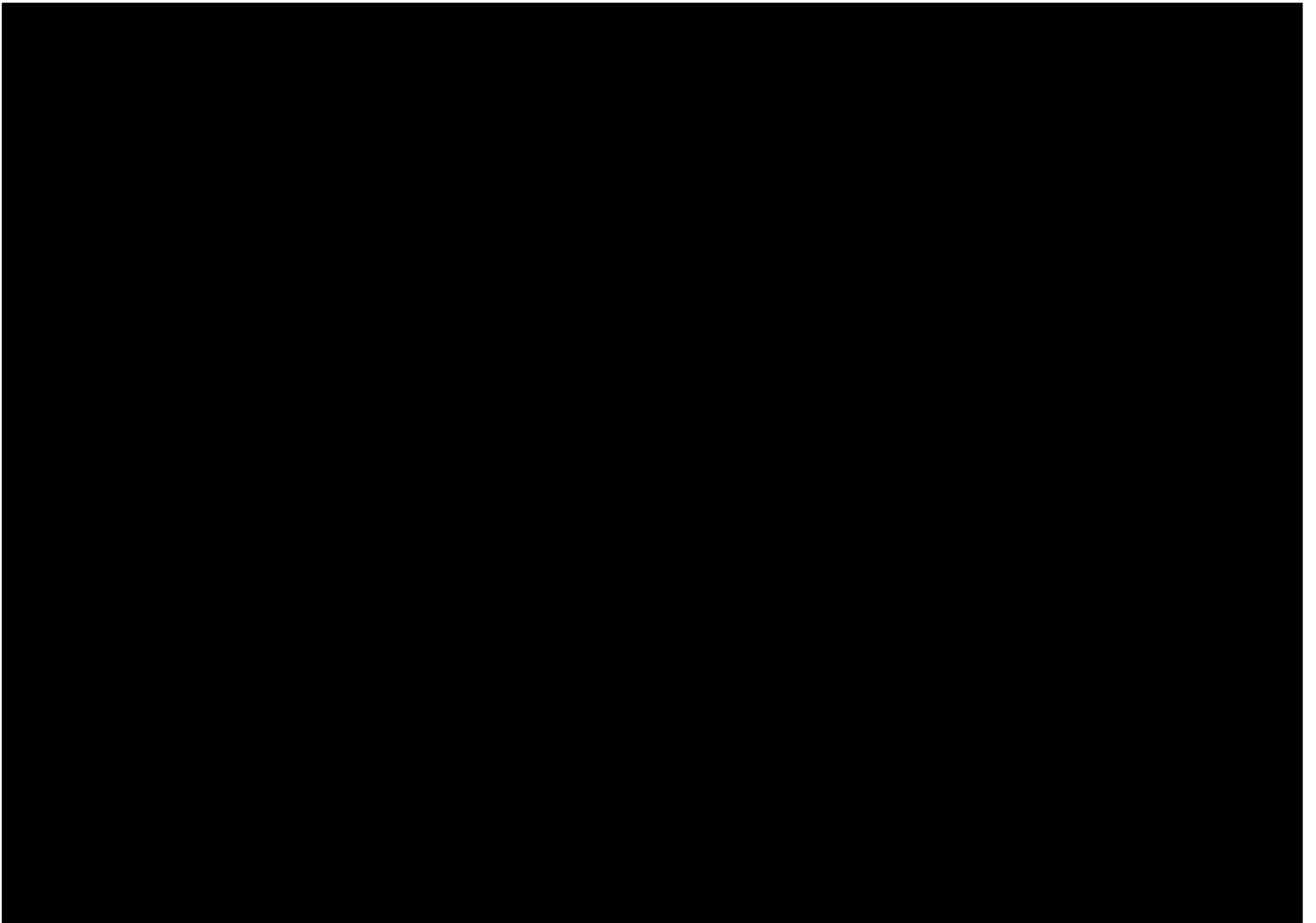


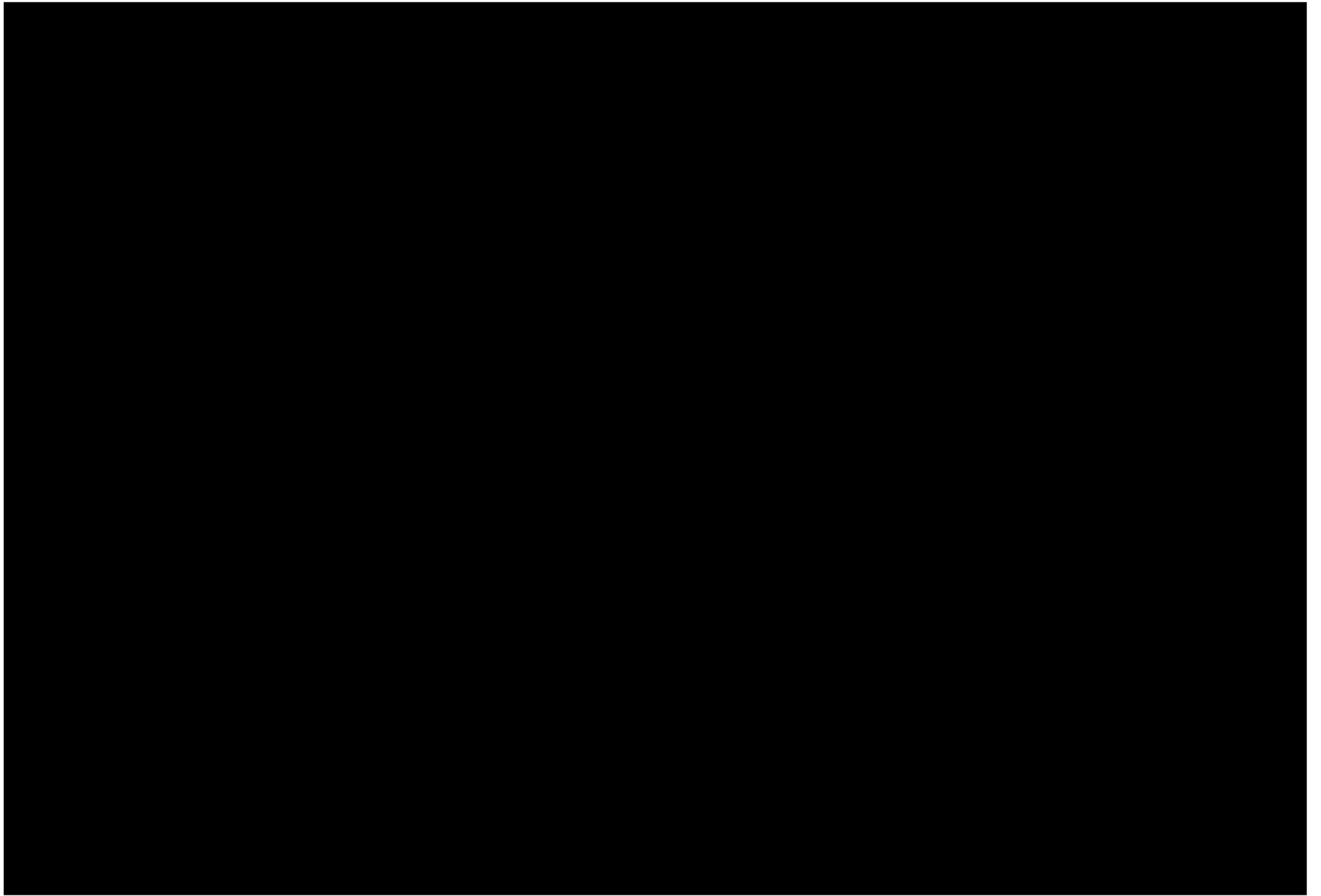




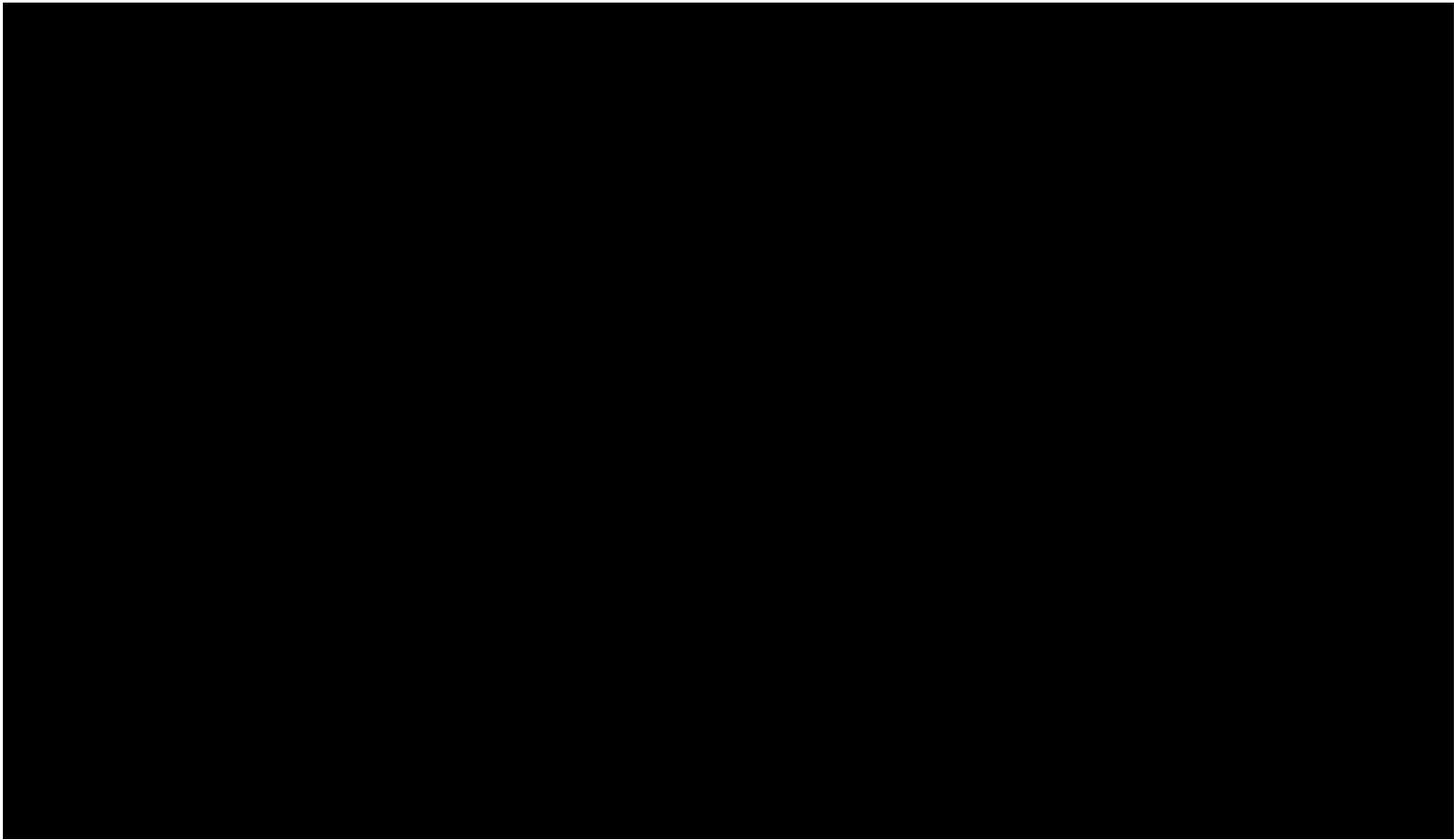




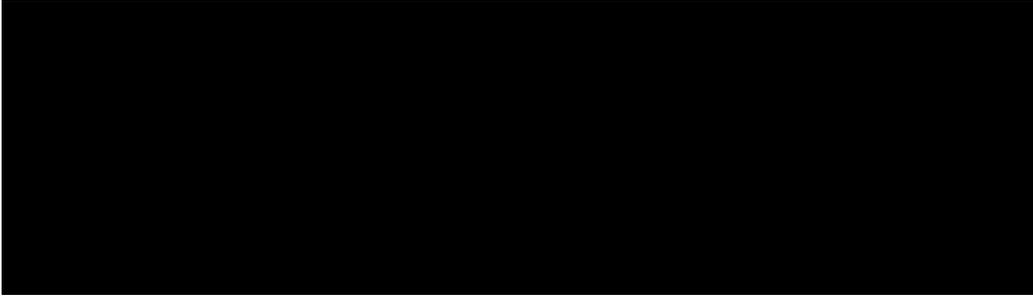


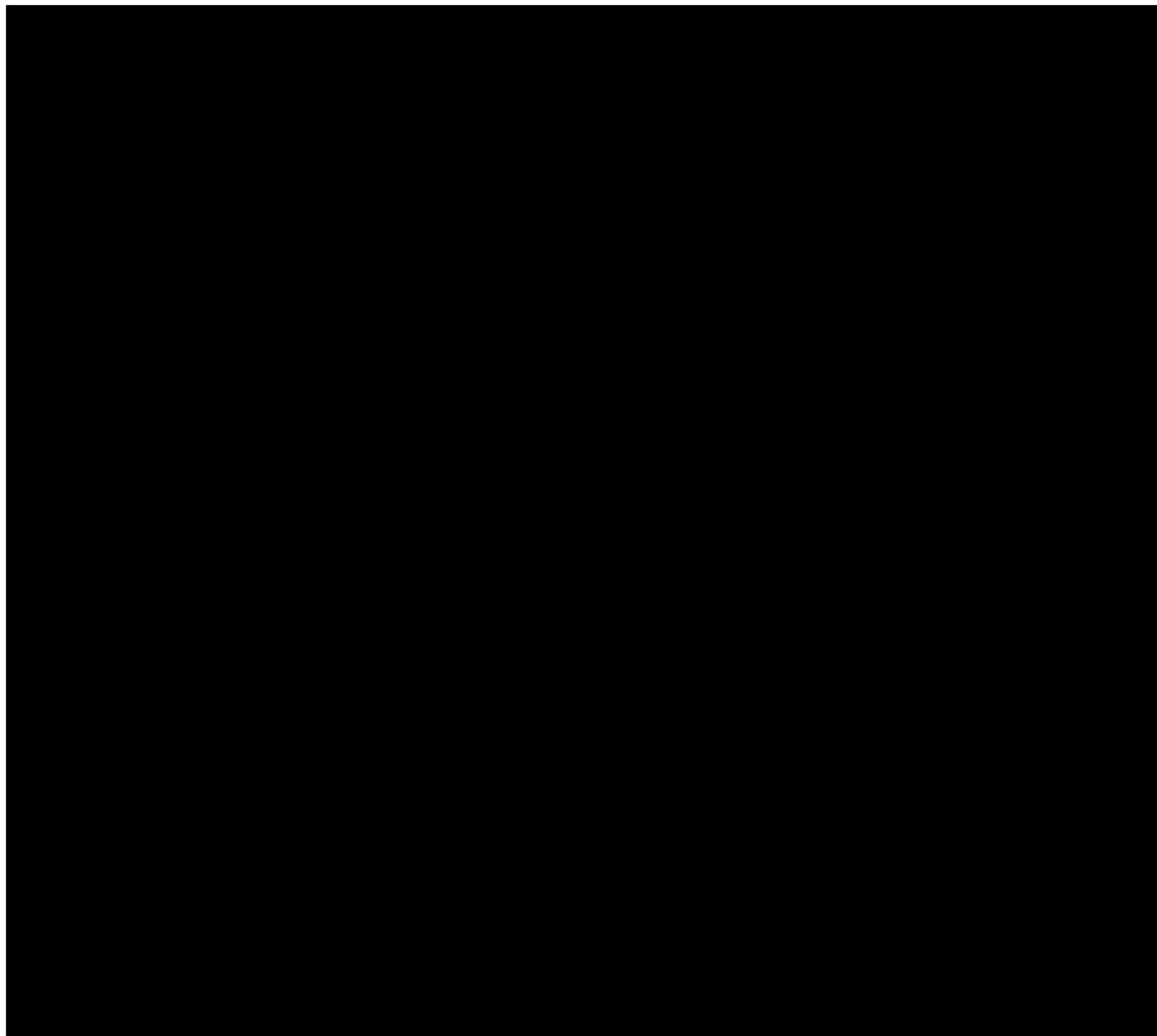


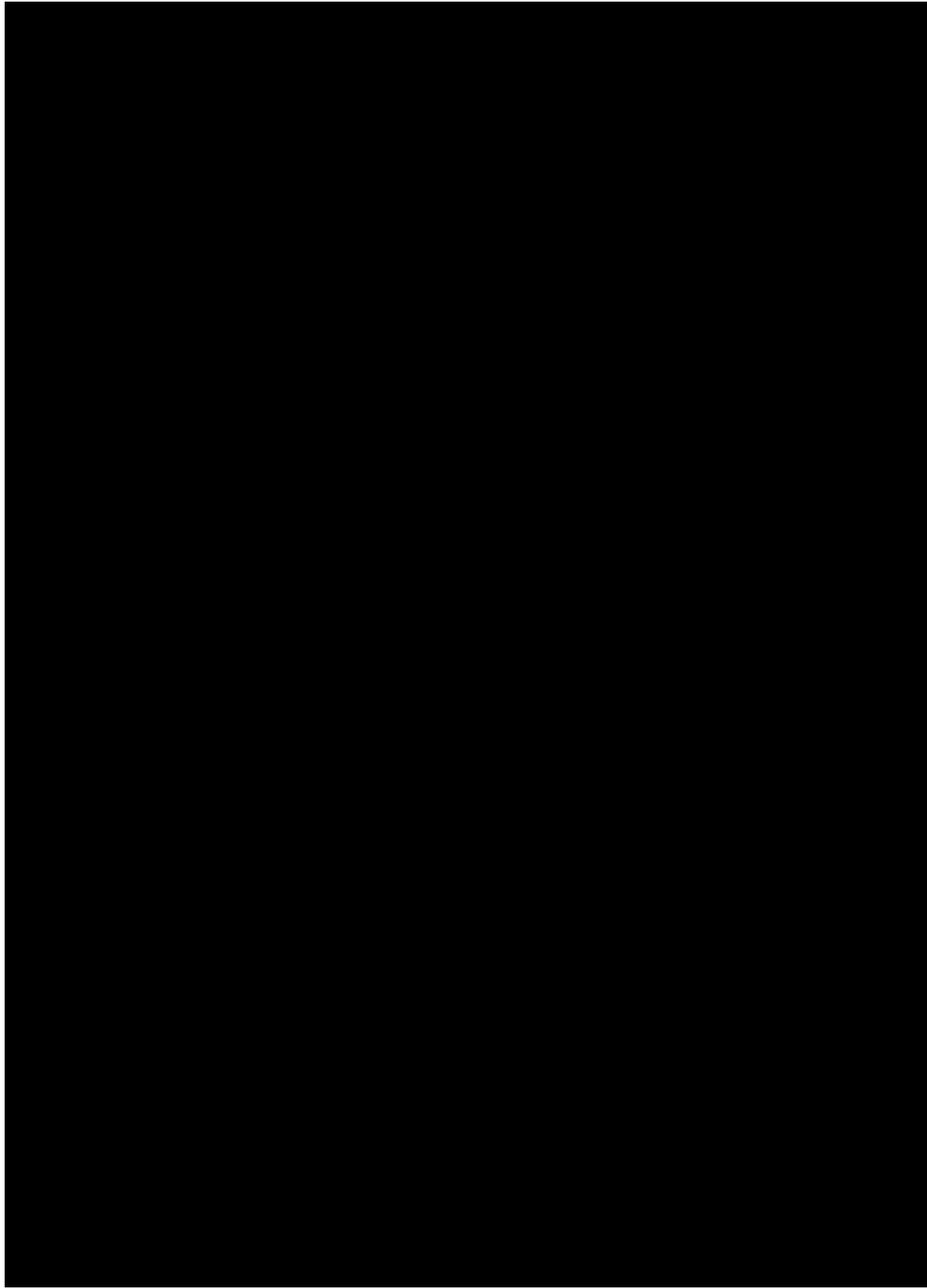




SCHEDULE 3 – PRICE



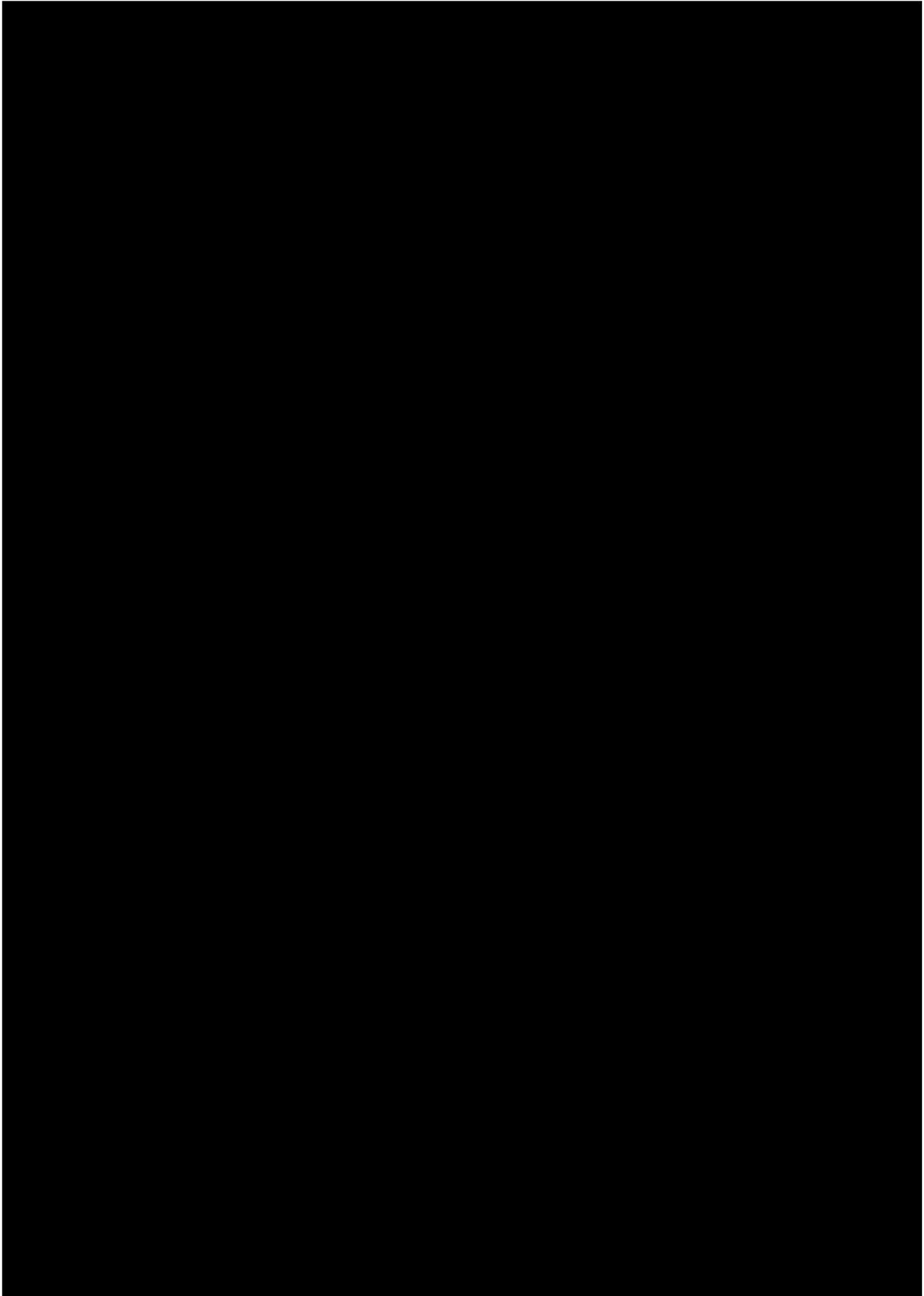




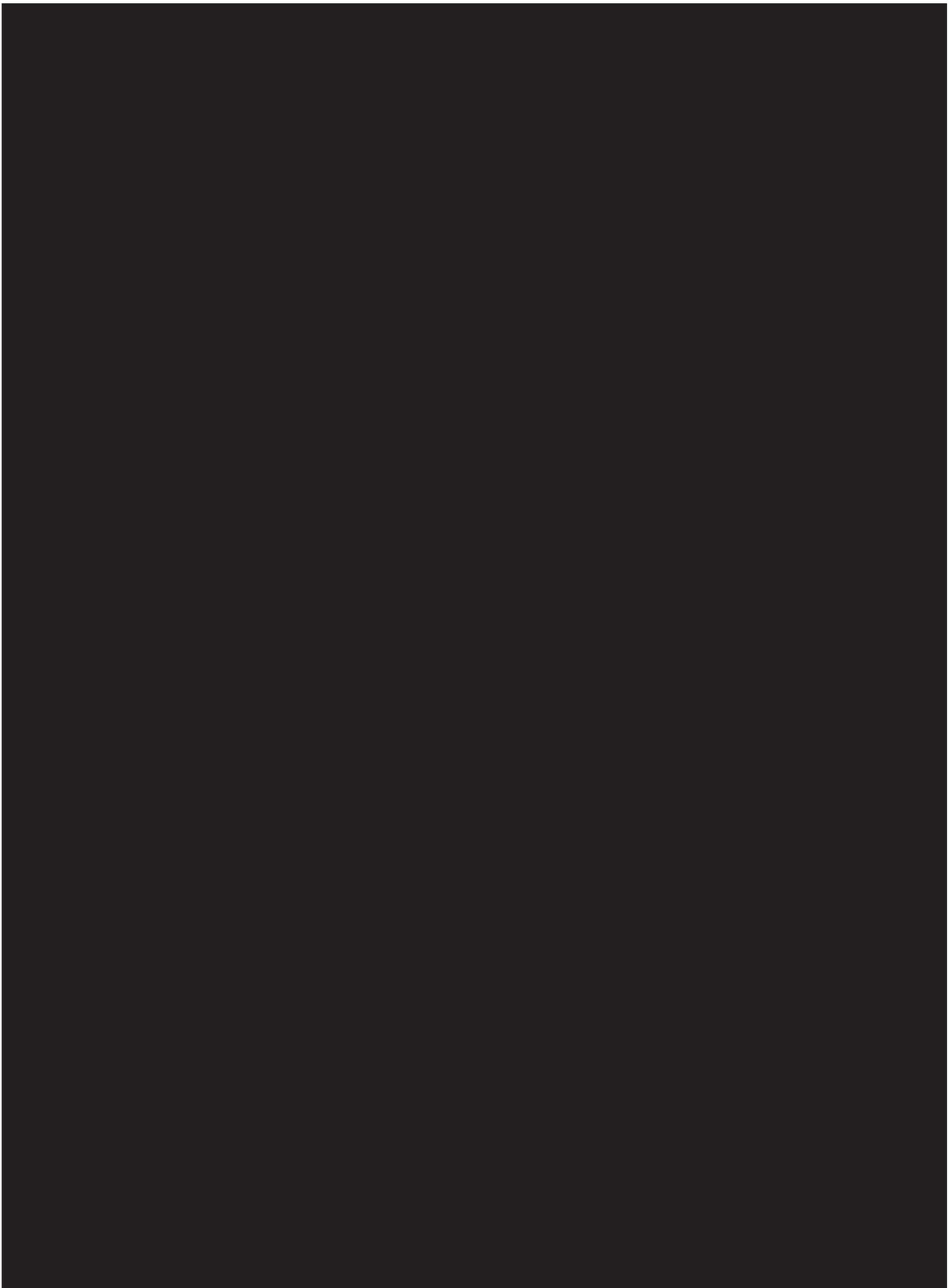






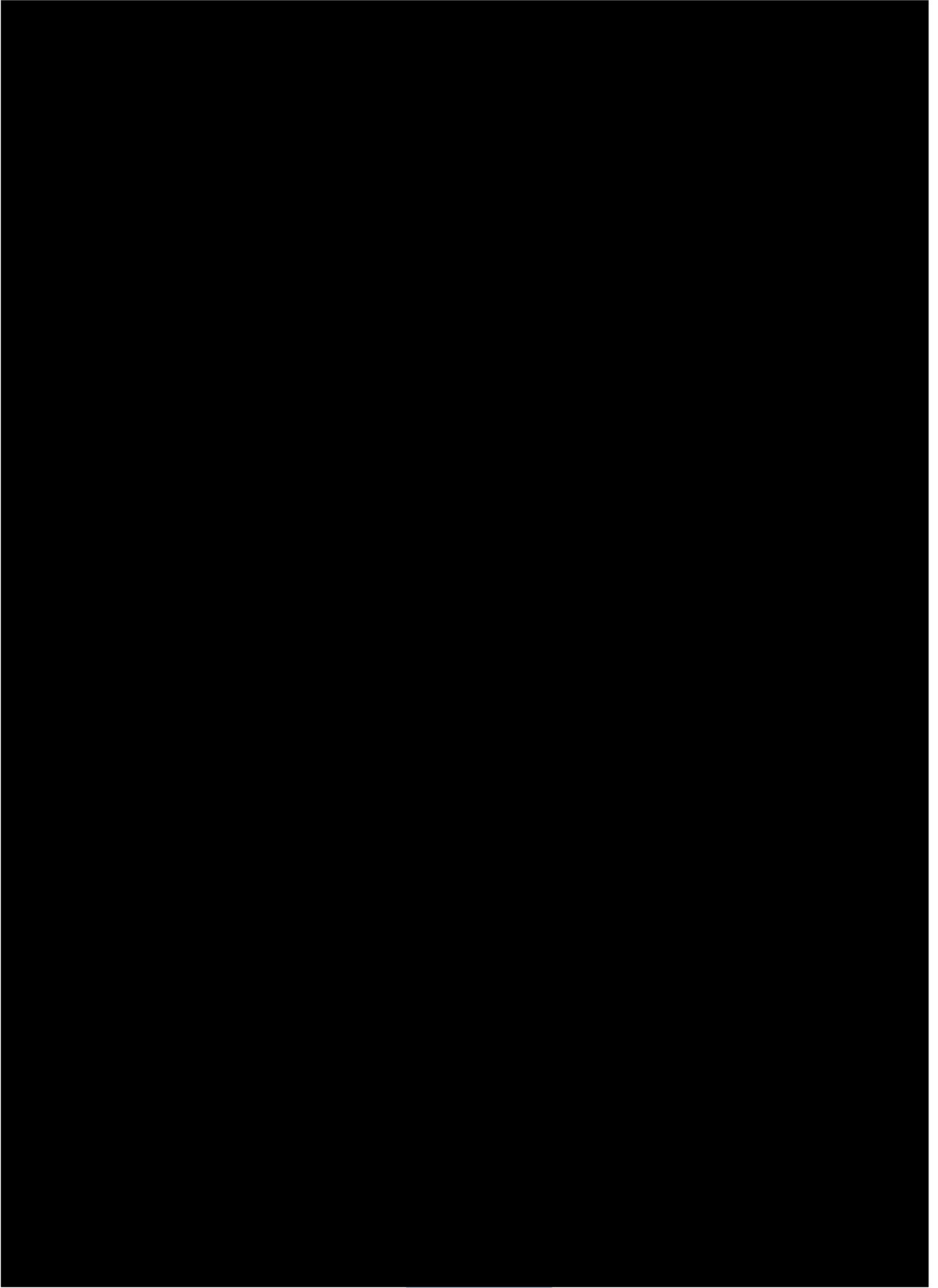




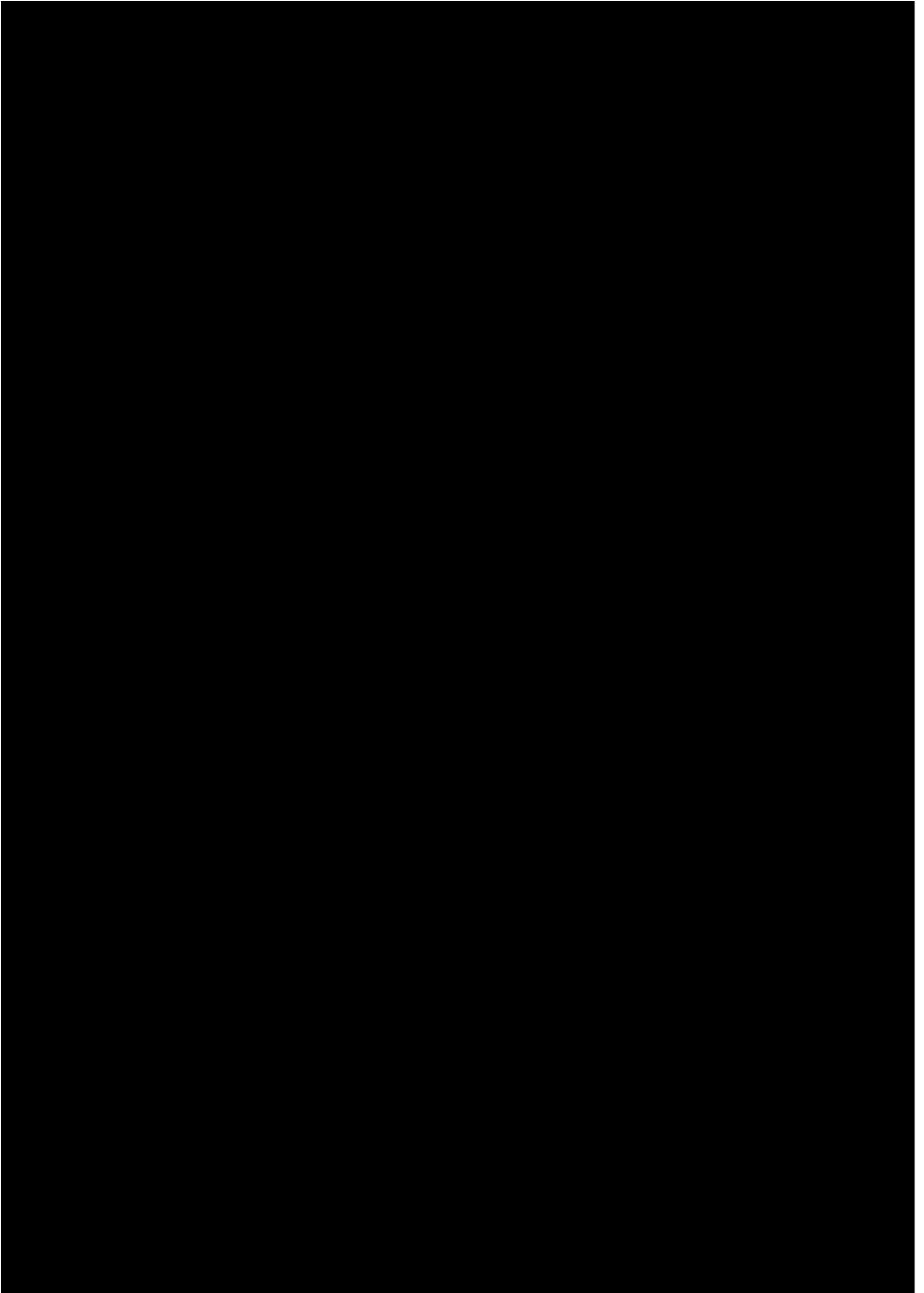




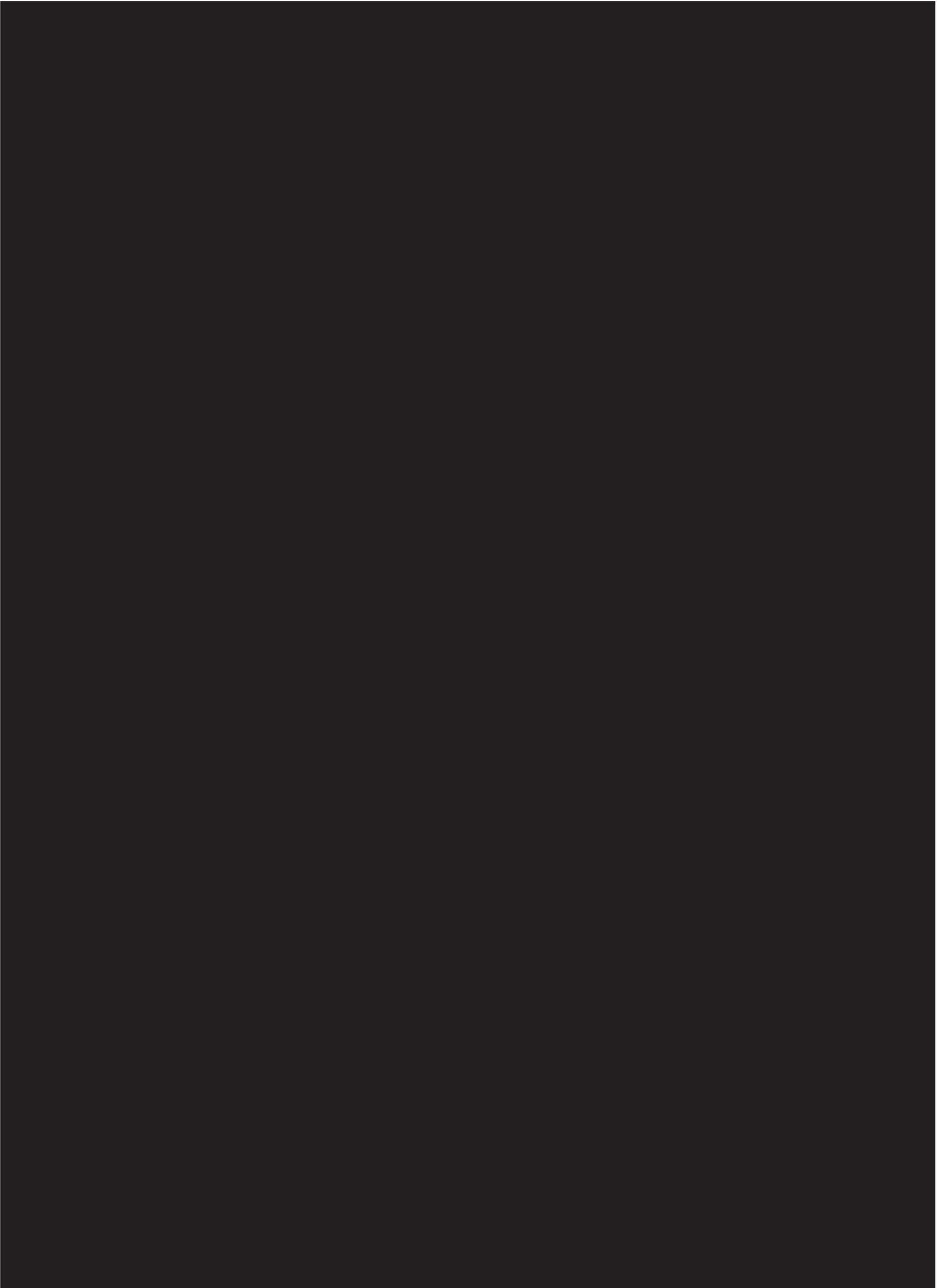


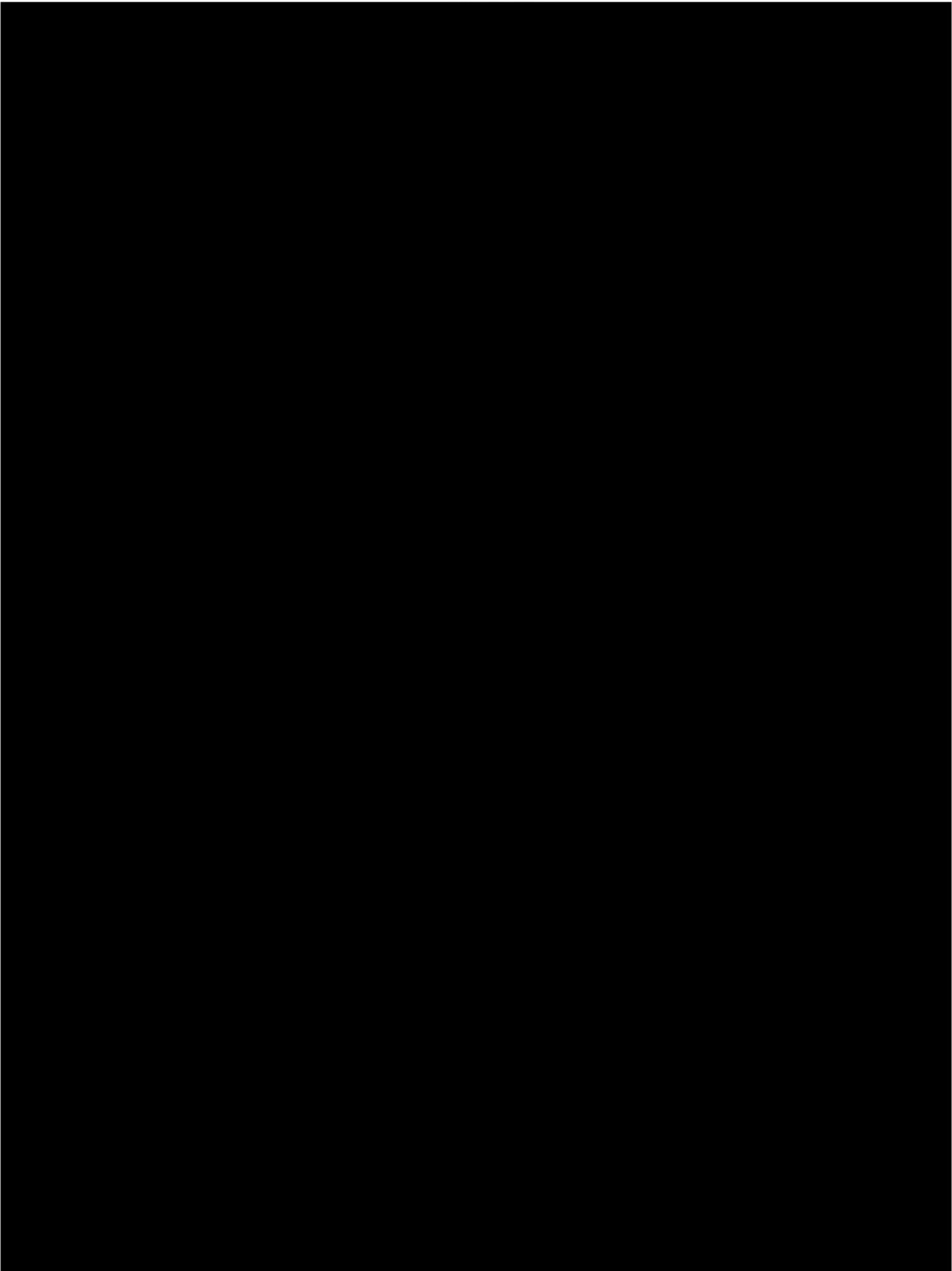


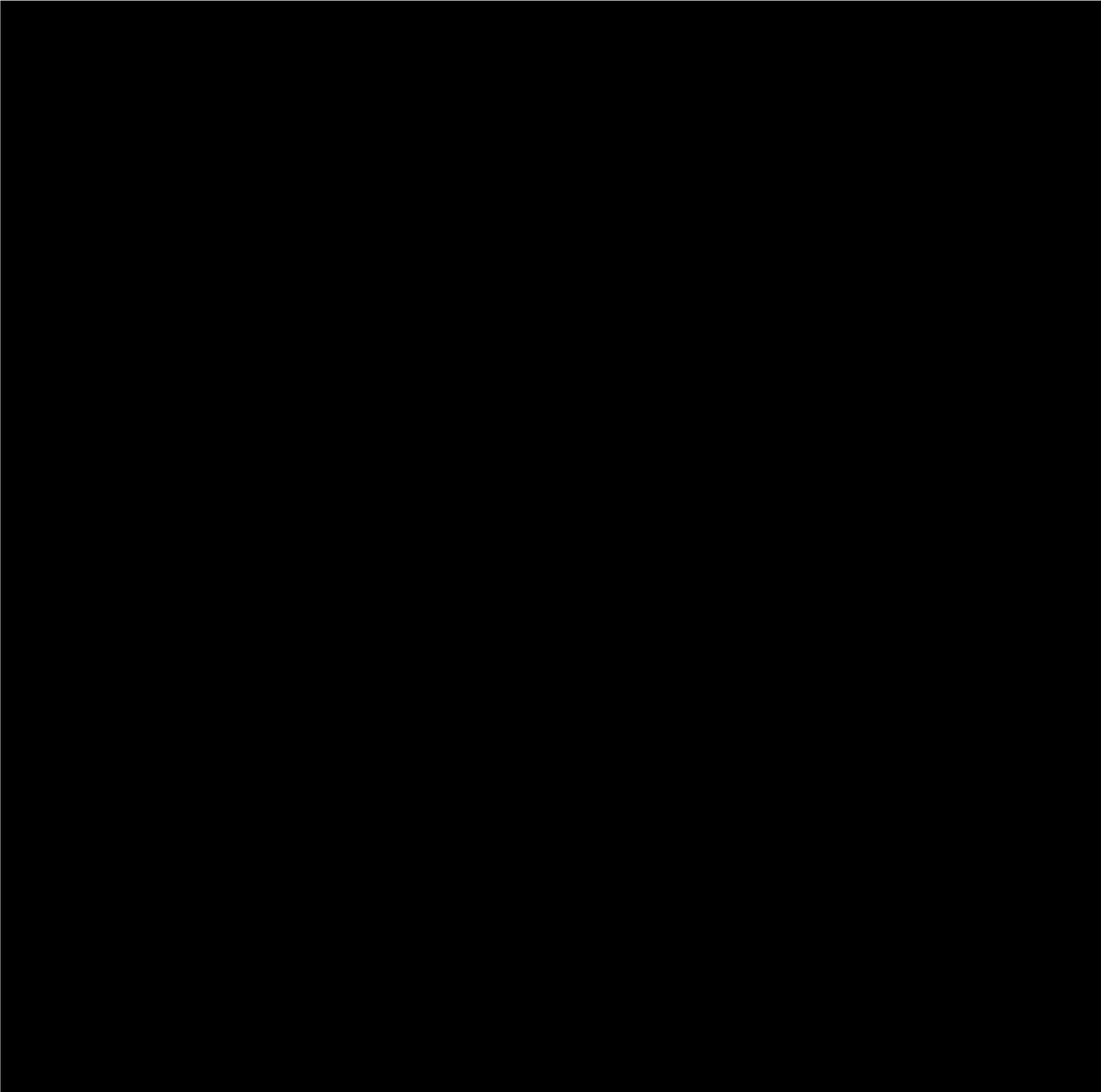
allpay











SCHEDULE 4 – SUPPLIER TERMS

