Terms and conditions of purchase of services by 3di

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

3di: 3di Information Solutions Limited registered in England and Wales with company number 04487377.

3di Client: a client of 3di to whom services are (or are intended to be) supplied by 3di, which include, or are facilitated by, the Services or the Deliverables.

3di Property: all documents, data, manuals, materials, databases, records, correspondence, digital communications, papers and information (on whatever media and wherever located) relating to the Business or affairs of 3di or its clients and business contacts, and any equipment, keys, hardware or software provided for the Supplier's use by 3di (or its clients) during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Supplier on 3di's or the Supplier's computer systems or other electronic equipment during the Engagement.

3di Quality Standards: means the information shared by 3di from time to time that describes 3di's quality requirements in the performance of Services by the Supplier, including researching, designing, writing, translating, illustrating, planning, communication, managing review comments, use of software licences, use of 3di equipment, data protection and cyber-security.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business of 3di: the business of providing technical writing services and the production of multi-lingual versions of software and documents.

Charges: the charges payable by 3di for the supply of the Services in accordance with clause 5 (Charges).

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.1.

Contract: the contract between the Supplier and 3di for the supply of Services in accordance with these Conditions.

Deliverable: any outputs of the Services and any other documents or materials provided by the Supplier to 3di in relation to the Services.

Engagement: the engagement of the Supplier by 3di on the terms of the Contract.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Supplier or a Relevant Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Purchase Order: the document issued by 3di that describes the details of the Services to be provided by the Supplier.

Relevant Individual: means any director or employee of the Supplier that performs any of the Services on the Supplier's behalf.

Services: the services provided by the Supplier for 3di as described in the Purchase Order.

Start Date: the date specified in the Purchase Order or such other date agreed between the parties.

Substitute: a substitute engaged by the Supplier under the terms of clause 4.3.

Supplier: means the company, person or entity from whom 3di purchases the Services.

Termination Date: the date of termination of the Contract, howsoever arising.

Works: all records, reports, documents, drawings, designs, data, files, code, scripts, prompts, databases, algorithms, webpages, photos, graphics, logos, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Supplier in the provision of the Services.

1.2 A reference to **writing** or **written** includes email.

1.3 The headings in these Conditions are inserted for convenience only and shall not affect its construction.

1.4 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as it is in force as at the date of the Contract; and shall include all subordinate legislation made as at the date of the Contract under that legislation or legislative provision.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. BASIS OF CONTRACT

2.1 The Purchase Order constitutes an offer by 3di to purchase Services in accordance with these Conditions.

2.2 The Purchase Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Purchase Order; or

2.2.2 any act by the Supplier consistent with beginning to fulfil the Purchase Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. TERM OF ENGAGEMENT

3.1 3di shall engage the Supplier and the Supplier shall provide the Services on the terms of the Contract.

3.2 The Engagement shall start on the Start Date and shall continue until the Services are Completed unless and until terminated earlier:

3.2.1 as provided by the terms of the Contract; or

3.2.2 by either party giving to the other prior written notice of such duration which is specified in the Purchase Order.

4. DUTIES AND OBLIGATIONS

4.1 During the Engagement the Supplier shall:

4.1.1 provide the Services, including the Deliverables, with all due care, skill and ability;

4.1.2 ensure the Services, including the Deliverables, meet the standards set out in the 3di Quality Standards;

4.1.3 devote such amount of time as may be specified in the Purchase Order to carrying out of the Services together with such additional time, if any, as may be necessary for their proper performance**;**

4.1.4 ensure that the Deliverables conform in all respects with the Purchase Order, and are achieved by any deadlines specified by 3di and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by 3di;

4.1.5 promptly give to 3di all such information and reports as 3di may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables; and

4.1.6 not do anything that could or might reasonably to be expected to bring 3di or the Business into disrepute or damage the reputation of 3di.

4.2 If any of the Services, Deliverables or Works are deficient or defective, without prejudice to any other right or remedy, 3di shall have the right to reject such Services, Deliverables or Works or request that the Supplier remedies such deficiency or defect at no additional cost to 3di.

4.3 The Supplier may, with the prior written approval of the 3di and subject to the following proviso, appoint a suitably qualified and skilled Substitute in place of a Relevant Individual to perform all or part of the Services, provided that the Substitute may be required to enter into direct undertakings with 3di, including with regard to confidentiality. If 3di accepts the Substitute, the Supplier shall continue to invoice 3di in accordance with clause 5 and shall be responsible for the remuneration of the

Substitute. For the avoidance of doubt, the Supplier will continue to be subject to all duties and obligations under the Contract for the duration of the appointment of the Substitute.

4.4 Unless they have been specifically authorised to do so by 3di in writing, the Supplier shall not:

4.4.1 have any authority to incur any expenditure in the name of or for the account of 3di; or

4.4.2 hold themselves out as having authority to bind 3di.

4.5 The Supplier shall comply with all reasonable standards of safety and comply with 3di's health and safety procedures from time to time in force at the premises where the Services are provided and report to 3di any unsafe working conditions or practices.

4.6 The Supplier shall comply with 3di's policies published on the home page of the 3di website and any provided to the Supplier by 3di during the course of the Services.

4.7 The Supplier shall:

4.7.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

4.7.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

4.7.3 comply with 3di's anti-bribery and anti-corruption policies, in each case as may be updated from time to time, a copy of which is available at 3di’s website.

4.7.4 not engage in any activity, practice or conduct which would constitute either:

4.7.4.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

4.7.4.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

4.7.5 comply with 3di's anti-facilitation of tax evasion policy, as may be updated from time to time, a copy of which is available at 3di’s website;

4.7.6 not engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023;

4.7.7 comply with anti-fraud policy, as may be updated from time to time, a copy of which is available at 3di’s website.

4.8 The Supplier shall not without the prior written consent of 3di:

4.8.1 process any information originating from any 3di Client (whether supplied by 3di or the 3di Client) or information created using such information, in any way using machine learning or artificial intelligence (“AI”) models; nor

4.8.2 use machine translation engines in performing any part of the Services which concern the translation of any language.

5. CHARGES

5.1 The Charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by 3di, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 The Supplier shall invoice 3di on completion of the Services or as stated in the Purchase Order. Each invoice shall include such supporting information required by 3di to verify the accuracy of the invoice, including the relevant purchase order number.

5.3 Where the Charges are calculated by reference to time spent, the Supplier will use such mechanism as is specified by 3di to record time. No payment to the Supplier will be made unless the work has been authorised by 3di and timesheets in respect of the period covered by the Supplier's invoice have been submitted by the means specified by 3di.

5.4 In consideration of the supply of the Services by the Supplier, 3di shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

5.5 All amounts payable by 3di under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to 3di, 3di shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 3di shall be entitled to deduct from the Charges (and any other sums) due to the Supplier any sums that the Supplier may owe to 3di at any time.

5.7 Payment in full or in part of the fees claimed under this clause 5 shall be without prejudice to any claims or rights of 3di against the Supplier in respect of the provision of the Services.

5.8 Where 3di has agreed in writing to pay expenses incurred by the Supplier, 3di shall reimburse such expenses provided they are reasonable and properly and necessarily incurred by the Supplier in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

6. OTHER ACTIVITIES

6.1 Nothing in the Contract shall prevent the Supplier from being engaged, employed or concerned in any other business, trade, profession or occupation during the Engagement provided that:

6.1.1 such activity does not cause of breach of the Supplier's obligations under the Contract; and

6.1.2 it does not place the Supplier in a conflict of interest with 3di or 3di's Client.

7. CONFIDENTIAL INFORMATION

7.1 In this clause 7, **confidential information** shall mean information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory) and wherever located relating to 3di's business, clients, customers, suppliers, products, assets, affairs and finances that is confidential to 3di (or any of 3di's clients, customers or suppliers) and trade secrets relating to 3di's business or any of 3di's suppliers, clients, customers, agents, distributors, shareholders, management or business contacts, including technical data and know-how, that the Supplier creates, develops, receives or obtains in connection with the Engagement, whether or not such information is marked confidential.

7.2 The Supplier shall not and shall procure that any Substitute and Relevant Individuals shall not (except in the proper course of providing the Services, as authorised or required by law, or as authorised by 3di), either during or at any time after the Engagement, use any confidential information, make or use any copies of any confidential information or disclose any confidential information.

7.3 The restriction in clause 7.2 does not apply to any confidential information which is or comes into the public domain other than though the Supplier's (or Substitute's or Relevant Individual's) unauthorised disclosure.

7.4 Nothing in this clause 7 shall prevent the Supplier (or Substitute or Relevant Individual) from:

7.4.1 reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or

7.4.2 making any other disclosure as required by law, court of competent jurisdiction or any government or regulatory authority.

7.5 The Supplier acknowledges that it (or any Substitute or any Relevant Individual) may be required to sign a separate confidentiality agreement as a condition of being able to supply the Services.

7.6 This clause 7 shall be without prejudice to any separate confidentiality agreement or non-disclosure agreement entered into between the parties prior to the formation of the Contract.

8. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the United Kingdom relating to the use of personal data and the privacy of electronic communications, including the (i) Data Protection Act 2018 and any successor UK legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

9. INTELLECTUAL PROPERTY

9.1 The Supplier hereby assigns to 3di all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under the Contract, the Supplier holds legal title in these rights and inventions on trust for 3di.

9.2 The Supplier warrants to 3di that it has obtained from each Relevant Individual a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of each the Relevant Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that each Relevant Individual has agreed to hold on trust for the Supplier any such rights in which the legal title has not passed (or will not pass) to the Supplier.

9.3 The Supplier undertakes:

9.3.1 to notify to 3di in writing full details of any Inventions promptly on their creation;

9.3.2 to keep details of all Inventions confidential;

9.3.3 whenever requested to do so by 3di and in any event on the termination of the Engagement, promptly to deliver to 3di all correspondence, documents, papers and records on all media (and all copies or abstracts of them) recording or relating to any part of the Works and the process of their creation which are in their possession, custody or power;

9.3.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by 3di; and

9.3.5 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to 3di.

9.4 The Supplier warrants to 3di that:

9.4.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

9.4.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

9.4.3 the use of the Works or the Intellectual Property Rights in the Works by 3di or 3di’s Client will not infringe the rights of any third party.

9.5 The Supplier agrees to indemnify 3di and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by 3di, or for which 3di may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Supplier to 3di during the course of providing the Services. The Supplier shall maintain adequate liability insurance coverage and ensure that 3di's interest is noted on the policy, and shall supply a copy of the policy to 3di on request. 3di may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

9.6 The Supplier waives any moral rights in the Works to which they are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Supplier's moral rights.

9.7 The Supplier acknowledges that, except as provided by law, no further fees or compensation other than those provided for in the Contract are due or may become due to the Supplier in respect of the performance of their obligations under this clause 9.

9.8 The Supplier undertakes, at the expense of 3di, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of 3di, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of 3di (or as 3di directs) and to defend 3di against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.

9.9 The Supplier irrevocably appoints 3di to be its agent to execute documents, use the Supplier's name and do all things which are necessary or desirable for 3di to obtain for itself or its nominee the full benefit of this clause.

10. INSURANCE AND LIABILITY

10.1 The Supplier shall indemnify 3di for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Supplier or a Substitute engaged by the Supplier of the terms of the Contract including any negligent or reckless act, omission or default in the provision of the Services.

10.2 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on 3di's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. TERMINATION

11.1 Notwithstanding the provisions of clause 3.2, 3di may terminate the Engagement with immediate effect with no liability to make any further payment to the Supplier (other than in respect of amounts accrued before the Termination Date) if at any time the Supplier:

11.1.1 commits any gross misconduct affecting the Business of 3di;

11.1.2 commits any serious or repeated breach or non-observance of any of the provisions of the Contract or refuses or neglects to comply with any reasonable and lawful directions of 3di;

11.1.3 is convicted (or any Relevant Individual is convicted) of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

11.1.4 is in the reasonable opinion of 3di negligent or incompetent in the performance of the Services;

11.1.5 has become involved in or associated with (whether directly or indirectly) any situation which reflects unfavourably on the reputation of 3di, its brand, business or services;

11.1.6 being an individual, is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;

11.1.7 being an individual, dies or is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 21 days in any 8 week consecutive period;

11.1.8 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applies to court for or obtains a moratorium under Part A1 of the Insolvency Act 1986, is wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), has a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.9 commits any fraud or dishonesty or acts in any manner which in the opinion of 3di brings or is likely to bring the Supplier or 3di into disrepute or is materially adverse to the interests of 3di;

11.1.10 commits any breach of 3di's policies and procedures;

11.1.11 is subject to a change of control (control having the meaning given in section 1124 of the Corporation Tax Act 2010);

11.1.12 fails to comply with their obligations under clause 4.7; or

11.1.13 fails, or a Substitute or Relevant Person fails, to sign a confidentiality agreement as contemplated by clause 7.5.

11.2 The rights of 3di under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of the Contract on the part of the Supplier as having brought the Contract to an end. Any delay by 3di in exercising its rights to terminate shall not constitute a waiver of these rights.

12. CONSEQUENCES OF TERMINATION

12.1 On the Termination Date, the Supplier shall and shall procure that any Substitute and any Relevant Individual shall:

12.1.1 immediately deliver to 3di all 3di Property in the possession or under the control of the Supplier (or any Substitute or Relevant Individual);

12.1.2 the Supplier shall immediately deliver to 3di all Deliverables whether or not then complete;

12.1.3 if required by 3di in writing, subject to 3di's data retention guidelines, irretrievably delete any information relating to the Business of 3di or of any client of 3di stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of 3di; and

12.1.4 if required by 3di in writing, provide a signed statement that they have complied fully with their obligations under this clause 12, together with such evidence of compliance as 3di may reasonably request.

12.2 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

13. STATUS

13.1 The relationship of the Supplier to 3di will be that of independent contractor. Nothing in the Contract shall render the Supplier an employee, worker, agent or partner of 3di and the Supplier shall not hold themselves out as such.

13.2 The Contract constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify 3di for and in respect of:

13.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Supplier shall further indemnify 3di against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by 3di in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

13.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any Substitute against 3di arising out of or in connection with the provision of the Services.

13.3 3di may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Supplier.

14. NOTICES

14.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service or by commercial courier at such party's registered office (if a company) or its principal place of business (in any other case) or sent by email to the address expressly specified for notices in the Purchase Order.

14.2 Any notice shall be deemed to have been received:

14.2.1 if delivered by hand, at the time the notice is left at the proper address;

14.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

14.2.3 is sent by commercial courier, on the date and at the time that the courier's deliver receipt is signed or other evidence of delivery is obtained by the courier; or

14.2.4 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause

14.2.4, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.3 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15. GENERAL

15.1 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

15.2 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15.3 **Severance**. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of this Contract is deemed deleted under this clause 15.3, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.

15.4 **Assignment**

15.4.1 3di may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.4.2 Subject to clause 4.3, the Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

15.5 **Third Party Rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

15.6 **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.7 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.