Version: **January 28, 2022**

Part I. General

1. Definitions

Capitalized terms used in the Agreement shall have the meanings set out below (unless otherwise indicated).

Affiliate shall mean and include any company which in relation to either Party is a , directly or indirectly, controls, or is controlled by, or is under common control with, such Party. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Party, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

Agreement means these Procurement Standard Terms and Conditions, the applicable Schedules and any other document incorporated herein or therein by reference.

Agreement Purposes means for the purposes of the Supplier providing the Services as contemplated by this Agreement and for such other purposes as the parties may agree in writing from time to time.

Anti-Corruption Requirements means all applicable Law relating to anti-bribery and anti-corruption.

Anti-Slavery Requirements means all applicable Law relating to anti-slavery and human trafficking.

Confidential Information means, in any form: (a) all information marked confidential, restricted or proprietary by either Party; or (b) any other information that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally, or revealed or learned by general observation.

Data Protection Laws means all data protection and privacy laws and regulations in any applicable territories in which the Services are provided from time to time and any subordinate legislation thereof.

Deliverables means all software (including source code), software programming materials, materials, work product, processes, methods, procedures, reports, documentation, requirements documents (including newly created technical and non-technical data embodied therein), specifications, designs, flow charts, notes, outlines, and any and all other work product and intellectual property, and all intermediate and partial versions of any of the foregoing, that are developed, authored, conceived, originated, prepared or otherwise created by Supplier or Supplier Personnel in connection with this Agreement, a Supplement, a Schedule, or a purchase order.

Disabling Code means any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that is designed to erase data or programming or otherwise to cause any Product or Software to become inoperable or incapable of being used in the full manner for which it was designed and created.

Documentation means any documentation in any form whatsoever, including any reports, records, written designs,

charts, graphics, specifications, requirements, test cases, user manuals, user guides, operations manuals, training materials, instructions, blueprints, invention disclosures, patterns, flow charts, equipment part lists, drawings or plans.

Effective Date means the date on which a particular Agreement comes into effect, as reflected in a Schedule.

CM.com Data means any files, works, materials, information, data, and other content, in any format that is provided or made available by or on behalf of CM.com, its Affiliates or Personnel. All output, copies, reproductions, improvements, modifications, adaptations, translations and other derivative works of, based on, derived from or otherwise using any CM.com Data are themselves also CM.com Data. For the avoidance of doubt, CM.com Data includes CM.com Personal Data but does not include any component of the Services or material provided by or on behalf of Supplier.

CM.com Personal Data means any Personal Data supplied by or on behalf of CM.com to the Supplier or accessed by the Supplier in connection with this Agreement.

CM.com Materials means all Materials that are proprietary to CM.com(or its third party licensors) and that are provided by CM.com in connection with this Agreement, and all additions, modifications, substitutions, upgrades and/or enhancements thereto and derivative works therefrom. CM.com Materials may also be Confidential Information of CM.com.

CM.com Policies means policies, procedures and rules of CM.com regarding (a) safety and health; (b) personal, professional and ethical conduct; and (b) Internet and security. CM.com Policies shall include CM.com's Code of Business Conduct, Travel Policy for Suppliers, and Background Screening Criteria.

GDPR means the General Data Protection Regulation.

Goods means any tangible goods, items and materials excluding Hardware.

Hardware means all telecommunications, electronic, computing, network, and office and facilities equipment, machinery, and tools. Hardware includes any Documentation provided with or related to the applicable Hardware.

Intellectual Property Rights means copyright, database rights, domain names, patents, registered and unregistered design rights, registered and unregistered trademarks and all other industrial, commercial or intellectual property rights existing in any jurisdiction in the world and all the rights to apply for the same.

Law means all legislation, regulations and other rules having equivalent force, as supplemented and/or amended from time to time.

Losses means all settlements, judgments, awards, fines, penalties, interest, liabilities, losses, costs, damages, sanctions, and expenses (including reasonable attorneys' fees, other professionals' fees, disbursements and court costs).

Materials means Software, formulae, algorithms, methodologies, processes, procedures, designs, materials, technology, tools, and Hardware, together with all Intellectual Property Rights in or appurtenant to any of the foregoing.

Personnel means and includes a Party's and its Affiliate's directors, officers, employees, representatives, agents, auditors, consultants, and subcontractors.

Personal Data shall have the meaning specified in the Data Protection Laws.

Products means the Goods, Hardware, Software, Supplier Materials and any other items or materials provided or licensed by Supplier to CM.com.

Purchase Order means a transactional document that is issued by CM.com or any CM.com Affiliate that describes the Products and/or Services to be provided by Supplier to such CM.com/CM.com Affiliate.

Schedule means a mutually agreed transactional document executed pursuant to this Agreement by, on one hand, CM.com or any CM.com Affiliate, and, on the other hand, by Supplier, that describes the Products and/or Services to be provided by Supplier to CM.com or any CM.com Affiliate.

Services means any professional services (including consulting or development services), cloud services, support services, maintenance services or other services to be provided by Supplier to CM.com. Services include Deliverables as applicable. References to Services includes any Services (however defined, e.g., "Services", "Cloud Services" and "Professional Services" etc.), performed / provided under a Schedule.

Software means all applications programs, operating system software, computer software languages, utilities and other computer programs (and all modifications, replacements, upgrades, enhancements, documentation, materials and media related thereto). Software includes any Documentation provided with or related to the applicable Software.

Subcontractor means a third party or Affiliate of Supplier that performs or provides, a Product (or any portion thereof) on behalf of Supplier.

Supplier Materials means all Materials that are proprietary to Supplier or that are provided or used by Supplier in connection with the Agreement or the Services, and all additions, modifications, substitutions, upgrades and/or enhancements thereto and derivative works therefrom.

2. General

2.1 This Agreement sets forth the terms and conditions that govern Supplier's provision of Products and Services to CM.com. These terms and conditions are the only terms and conditions upon which CM.com is prepared to deal with the Supplier and they shall govern the Agreement to the entire exclusion of all other terms or conditions.

2.2. The Services shall be provided by the Supplier to CM.com on a non-exclusive basis, whereas CM.com shall be entitled to use by any means, including but not limited to, direct connections, any other party, directly or indirectly, affiliated or unaffiliated, other than the Supplier for the same, similar or comparable Services as those set forth herein for the duration of the Term of this Agreement.

2.3. If there is any conflict or inconsistency between the various documents forming this Agreement, the following order of precedence shall apply to the extent of any conflict or inconsistency (the first mentioned documents prevailing over the later mentioned documents): these Procurement Standard Terms and Conditions; a Schedule; the Purchase Order; and any other documents incorporated or referenced in any of the foregoing.

2.4. With regard to this Agreement, references to Supplier shall mean that at all times Supplier is responsible for causing and ensuring the compliance of Supplier Affiliates and Supplier Personnel with the terms and conditions of this Agreement. Supplier is solely responsible and liable for the supervision, direction, control, and compensation of Supplier Personnel, including but not limited to Supplier's Affiliates as well as all acts, omissions, (including any defaults, negligence or wilful misconduct thereof).

2.5. Notwithstanding anything contained herein to the contrary, any and all Affiliates of CM.com may elect to participate in this Agreement under the terms set forth herein by issuing a Purchase Order referencing this Agreement or entering into an agreement implementing local terms (Local Implementation Agreement) and a Schedule referencing the Local Implementation Agreement. In the event of participation by any Affiliate, reference in this Agreement to CM.com shall mean the participating entity under the Local Implementation Agreement and applicable Schedule. A breach of this Agreement by CM.com's Affiliate shall not affect the rights, privileges, or obligations of CM.com or any other Affiliate not in breach of this Agreement.

2.6. The Supplier Code of Conduct available on https://www.cm.com/en-gb/app/legal/cmcom-supplier-code-of-conduct/ shall form an integral part of these Terms and Conditions and the Agreement between Supplier and CM.com covering Supplier's provision of the Services and/or Software(s).

3. Provisions of Services and Products

3.1. The Supplier shall provide the specific Products and/or Services to CM.com in accordance with any timetable specified by CM.com or set out in a Schedule.

3.2. CM.com may acquire and Supplier shall provide Products and Services pursuant to Schedules and also Purchase Orders. Commencement of Supplier's performance under a Purchase Order shall constitute and shall be deemed to be Supplier's acceptance of the applicable Purchase Order. In order to be effective, any Schedules must be in writing and must be executed by duly authorised representatives of each Party. Each Purchase Order or Schedule shall be subject to and governed by the terms and conditions of this Agreement and any referenced Supplement(s). For administrative and billing purposes, a Schedule must be accompanied by a Purchase Order. Other than this Agreement, any applicable Supplement(s) and the applicable Schedule (including any provided Purchase Order), NO SUPPLIER-PROVIDED TERMS OR CONDITIONS WHATSOEVER SHALL BE VALID OR OF ANY FORCE OR EFFECT WITH REGARD TO THE PRODUCTS AND/OR SERVICES THAT ARE THE SUBJECT OF THE PURCHASE ORDER OR SCHEDULE.

3.3. Supplier shall obtain CM.com's written consent, which CM.com may withhold in its sole discretion, before entering into agreements with or otherwise engaging any third party (including Affiliates of Supplier) who may supply any part of the Services to CM.com. At CM.com's request, Supplier shall provide information regarding the Subcontractors' qualifications and a listing of the subcontractors' key personnel. Supplier shall remain directly responsible and liable to CM.com for Supplier's Subcontractors and their acts, omissions, defaults, negligence or willful misconduct. CM.com's consent to the use of a Subcontractor shall not relieve Supplier of any liability or obligation hereunder. Where CM.com consents to the use of a Subcontractor by the Supplier, the Supplier shall ensure that it enters into a written agreement with such subcontractor that contains obligations equivalent to those set out in this Agreement.

3.4. In providing the Products and/or Services, generally, and while at any CM.com facilities, Supplier shall and shall cause Supplier Personnel to: (a) conduct themselves in a businesslike manner; (b) comply with CM.com Policies; and

(c) abide by all Laws applicable to the CM.com facilities. CM.com Policies concerning the facility and safety may be communicated orally to Supplier or Supplier Personnel. Supplier shall be responsible for the promulgation of CM.com's Policies to Supplier Personnel to the extent necessary and appropriate. Further, Supplier agrees to abide by all Laws applicable to its performance under this Agreement and its provision of the Products or Services. Supplier agrees to remove any of Supplier's Personnel from assignment at CM.com on request by CM.com at any time and by any reason. CM.com shall not be liable for the removed Personnel's time for any period after the demand for removal. Immediately following removal of any of Supplier's Personnel, Supplier shall assign a suitable replacement.

3.5. CM.com shall have the right to review and accept or reject some of or all: (a) Products and/or Services; (b) parts or components of the Services, including the procedures, processes and methodologies underlying the Services; (c) milestones and Deliverables; and (d) any business functionality or requirements, in each case pursuant to the acceptance procedures set forth in the applicable Agreement (or if not specified therein, to the satisfaction of CM.com). Under no circumstance shall CM.com 's failure to provide any review or acceptance of any of the items set forth or referenced in this Section, nor shall use of a Product by CM.com, be deemed to mean that CM.com has automatically accepted or approved any such item(s).

4. Costs and Payments

4.1. CM.com will pay Supplier for the Products and Services in the amounts agreed upon and set forth in the applicable Schedule or Purchase Order. Said compensation shall be the entire compensation to which Supplier shall be entitled to hereunder, and neither Supplier nor any Supplier Personnel or any other person or entity retained by Supplier shall be entitled to receive any other compensation or amounts, including reimbursements for expenses or taxes. Supplier shall be solely responsible for and shall bear all costs and expenses incidental to the performance of Services or provision of any Products.

4.2. Each Party will be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its gross or net income or gross receipts. Supplier shall be responsible for and shall bear all taxes and duties, including VAT, payable by Supplier on any goods or services used or consumed by Supplier in providing the Products and Services (including inputs or services obtained from Supplier subcontractors and/or Supplier Affiliates). Supplier shall be responsible for any employment-related taxes of and with regard to Supplier Personnel. CM.com shall be responsible for and shall bear all applicable sales, use, excise, personal property, and value added taxes imposed by any federal, state, provincial, or local government, or other taxing authority on the receipt of the Products or Services by CM.com

4.3. Unless otherwise agreed, Supplier shall invoice CM.com and payment shall be made within sixty (60) days of the date of receipt of the invoice in accordance with the applicable Schedule and/or Purchase Order. CM.com shall be under no obligation to pay Supplier until Supplier has provided a Correct Invoice (as defined below). All Correct Invoices should include the following information: - (a) description sufficient to identify the Products and/or Services, (b) delivery or performance date, as applicable, (c) location where the Products have been delivered or the Services are being provided, as applicable, (d) price, (e) VAT total, (f) Supplier name, address and VAT registration number, (g) the purchase order number(s) against which the Products and/or Services are being supplied, (h) any discount applied, (i) sub total (Charge for the Products and/or Services excluding VAT), and (j) grand total (charge for the Products and/or Services plus VAT). If any invoice received does not meet these criteria, then CM.com may return such invoice to Supplier for correction and the payment of such invoice will be subject to reasonable delay in

processing and payment. In addition, CM.com may deduct from or offset against any payment to Supplier all monies claimed in good faith to be due or becoming due to CM.com from Supplier whether in connection with this Agreement or otherwise.

4.4. In order to qualify for payment of charges or fees hereunder, Supplier must submit invoices in the month following the month in which such charges of fees became due. CM.com shall not be responsible for charges or fees submitted more than one hundred twenty (120) days following the month in which such charges or fees were incurred.

4.5. Upon notice to Supplier, CM.com may withhold payments for any item(s) on Supplier's invoice that CM.com reasonably disputes. Pending settlement or resolution of the issue(s), CM.com's non-payment of these items shall not constitute default by CM.com, and shall not entitle Supplier to suspend or delay its performance of Services and provision of the Products. Should Parties fail to resolve the dispute within thirty (30) days upon initial notice, the dispute may be escalated to senior management upon agreement between the Parties.

5. Term and Termination

5.1. This Agreement shall be commence on the Effective Date and shall remain in effect until terminated by either Party pursuant to article 5.2 from his Agreement ("Term").

5.2. Each Schedule shall commence on the date set out in the Schedule and shall remain in effect until the earlier to occur of: (a) termination of such Schedule by either Party in accordance with this Clause (Term and Termination); (b) the end of the term specified in such Schedule; or (c) as determined by CM.com, completion of all Services and the acceptance of all Products, Services and Deliverables by CM.com required thereunder.

5.3. CM.com has the right to terminate this Agreement, or any applicable Schedules or Purchase Orders, effective upon the provision of written notice (unless CM.com elects in its sole discretion to provide a cure period), if Supplier breaches any of the following: (i) Confidentiality Obligations; Data Protection or there has occurred a Security Incident; (ii) Use of CM.com Materials; or (iii) Applicable Laws. Nevertheless CM.com has the right to terminate for convenience this Agreement, or any Schedule or Purchase Order effective upon the provision of thirty (30) business days' written notice to Supplier.

5.4. Notwithstanding the provision of article 4.1 and 4.2 above, either Party may terminate this Agreement immediately upon written notice without liability to the other and without prejudice to its other rights at any time by giving notice in writing to the other party if:

a. if the other party is in material breach of any of the terms of this Agreement which is not capable of remedy;

b. if the other party is in material breach of any of the terms of this Agreement and, where remediable, has failed to remedy that breach within 30 days of being notified in writing of it.

c. the other Party – whether temporarily or not – is granted suspension of payments, or if a petition in the other Party's bankruptcy is filed, or if the other Party is declared bankrupt, , or if a significant part of the other Party's assets are seized, or the other Party's business is liquidated or terminated other than for the purposes of restructuring or merging undertakings, or if the other Party transfers business activities relevant to the implementation of the Agreement to a third party;

d. the other Party or the Party itself should fail to fulfil any of its obligations under this Agreement when the

activities under this Agreement are illegal due to national and/or international laws and international and/or national regulations or official or reasonable interpretations of the before mentioned laws and regulations, notwithstanding the other rights of the Parties in such a case.

5.5. In the event of any termination of this Agreement, a Schedule, or a Purchase Order, at CM.com's written request, Supplier will provide reasonable transition services either directly to CM.com or its designated third party to transition any work in progress or other Services that need to be continued after such termination. Such transition services shall be at no additional cost and shall include, without limitation, providing detailed instructions, list of parts, subcontractors or other elements then existing necessary to complete the work or continue use of the Services or deliverables. Supplier will reasonably cooperate with CM.com and its designated third party, if any, so that the transfer of any work in progress or other Services on termination is achieved with the minimum of disruption to CM.com and the Services to which the termination applies.

6. Confidentiality Obligations

6.1. Supplier and CM.com shall not disclose, and shall strictly maintain the confidentiality of, all Confidential Information of the other Party. CM.com and Supplier shall each use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorised disclosure, publication, dissemination, destruction, loss, theft, or alteration of its own information (or information of its customers) of a similar nature, but not less than reasonable care.

6.2. The Parties may disclose Confidential Information as follows: (i) in the case of CM.com, to its Affiliates, and their respective Personnel who have a need to know; and (ii) in the case of Supplier, to its Personnel only to the extent and provided that such Personnel (A) have a need to know the Confidential Information disclosed to them, (B) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used and (C) are subject to the substantially similar obligations of confidentiality as set forth in this Article. The disclosing Party hereby assumes full responsibility for the acts and omissions of any person or entity to which it discloses the other Party's Confidential Information and shall ensure that the Confidential Information is not disclosed or used in contravention of this Agreement. Each Party's Confidential Information shall remain the sole and exclusive property of such Party.

6.3. The Party receiving information shall have no obligation to preserve the confidential nature of any Confidential Information which:

a. Is already in the public domain or becomes publicly available through no breach of this Agreement by the receiving Party; or

b. Is knowingly disclosed to third parties by the disclosing Party without restriction and through no breach of this Agreement by the receiving Party; or

c. Is or becomes publicly available by other than unauthorized disclosure; or

d. Is independently developed by the Receiving Party or any other person;

e. is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body, or the rules of any recognized stock exchange; provided that immediately upon receiving any such request the receiving Party promptly notifies, if so permitted, the disclosing Party in writing of such requirement to enable the disclosing Party to seek a protective order to protect the confidentiality of such information, take action to assure confidential

handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

f. Each party undertakes to the other that it will at all times pursuant to this Agreement comply with all applicable Law (including the Data Protection Laws).

6.4. This article shall survive the termination of this Agreement for a period of two (2) years, provided that any Confidential Information maintained by a Disclosing Party as a trade secret will remain subject to this article for as long such Confidential Information remains a trade secret

7. Intellectual Property Rights

7.1. Except as otherwise provided in this section, or in a Schedule issued pursuant hereto, Supplier has and shall retain all rights, title and interest in and to all Supplier Materials. CM.com has and shall retain all rights, title and interest in and to all CM.com Materials.

7.2. During the Term and following the expiration or termination of the Agreement, to the extent any Supplier Materials or any third party Materials are: (a) are supplied with, embedded or incorporated into, or made a part of any Deliverables; (b) used in or incorporated into an application program interface or other interface; or (c) necessary for the access or use of any Services, Products, and/or Deliverables, Supplier hereby grants to CM.com a worldwide, non-exclusive, irrevocable, perpetual, fully paid-up license (with the right to grant sublicenses) to access, use, copy, maintain, modify, create derivative works of, perform and display any and all such Supplier Materials and third party Materials in connection with CM.com's use or enjoyment of the Services, Products, and/or Deliverables or otherwise for CM.com to achieve the intended benefit of the Services, Products, and/or Deliverables so provided.

7.3. In performance of its obligation under this Agreement, Supplier may have access to CM.com Materials. Nothing contained in this Agreement shall be deemed to convey to Supplier or to any other party any Intellectual Property Rights or ownership interest in or to the CM.com Materials provided or made available in connection with this Agreement. Supplier shall: (a) use CM.com Materials only as authorised in advance in writing for the specified purposes that CM.com authorises and no other purposes whatsoever; (b) keep CM.com Materials in good order and condition; (c) be solely responsible and liable for any loss or damage to the CM.com Materials while in the custody, possession or control of Supplier; and (d) immediately at any time upon CM.com request (or automatically upon the termination or expiration of this Agreement or the applicable Schedule or Purchase Order for which such CM.com Materials where provided), return CM.com Materials to CM.com or, only if expressly directed by CM.com, destroy CM.com Materials. At any time upon the CM.com's request, the Supplier shall provide CM.com with a written confirmation of compliance with the requirements of this Article.

8. Representations and Warranties

8.1. Supplier represents and warrants that Supplier Personnel have the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, Supplier represents and warrants to CM.com that all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance, Supplier represents and warrants that: (a) the Supplier Materials, Services, Products, or Deliverables, and/or any component thereof, do not and shall not infringe, misappropriate or violate any Intellectual Property

Right of any third party; (b) it has the right to grant the rights and licenses granted to CM.com in this Agreement; and (c) Supplier is the owner of or authorised to use all Supplier Materials used or furnished by Supplier in connection with this Agreement or in providing the Services.

8.2. Supplier represents and warrants that Supplier is not, and covenants that it shall not be, in violation of any Laws in the performance of its obligation under this Agreement, and has not failed, and shall not fail, to obtain any licenses, permits, rights, consents, franchises or governmental authorizations necessary for the provision of the Products and Deliverables, performance of the Services, the ownership of its properties, the conduct of its business, the consummation of the transactions contemplated by this Agreement, or the performance of its obligations hereunder.

8.3. Supplier represents and warrants that: (a) Supplier is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) Supplier has and shall maintain all necessary rights, powers and authority, including all permits and licenses required, to enter into and perform this Agreement and to grant any and all rights or licenses granted or required to be granted by Supplier under this Agreement; (c) the execution and performance of this Agreement by Supplier shall not conflict with or violate any Law and shall not breach any agreement, covenant, court order, judgment or decree to which Supplier is a party or by which it is bound; and (d) there is no pending or threatened claim or suit that might adversely affect Supplier's ability to perform its obligations under the Agreement.

8.4. Supplier represents and warrants that the Products and Software do not contain and will not receive from Supplier's data connection or any other Supplier medium a Disabling Code. In the event a Disabling Code is identified, Supplier shall take all steps necessary, at no additional cost or expense to CM.com to: (a) restore and/or reconstruct any and all Confidential Information and data lost by CM.com as a result of such Disabling Code; (b) furnish to CM.comnew and equivalent Products and/or Software without the presence of any Disabling Code; and (c) install and implement, at no additional cost or expense to CM.com, such new and equivalent Software.

8.5. Supplier represents and warrants that any non-Software Deliverables provided under this Agreement shall be accurate and shall not contain any errors, mistakes, or discrepancies. Supplier shall correct, at no additional cost or expense to CM.com, any failure of the applicable Deliverables to perform in accordance with or comply with the warranties set forth above. In the event Supplier is unable to correct such failure within thirty (30) days after receiving notice thereof, a material breach of the Agreement by Supplier shall be deemed to have occurred.

9. Indemnification

9.1. Supplier shall indemnify, defend and hold harmless CM.com Indemnified Parties from and against, and shall pay any and all Losses sustained or incurred by any of the CM.com Indemnified Parties, based upon, relating to or arising from, any and all actual, threatened or alleged third party claims that any of the: (a) Services, Supplier Materials, Products, Deliverables, and any other Supplier services, technologies, techniques or products used by Supplier to provide the Services; and (b) the receipt or use by CM.com of any of the foregoing items referenced in sub Article (a) (collectively referred to as "Supplier Items"), infringes, misappropriates or violates any Intellectual Property Rights. If CM.com's right to use, receive or enjoy any Supplier Items, is prohibited or appears likely to be prohibited, Supplier promptly shall, at Supplier's sole cost and expense and in such a manner as to not disturb or adversely impact CM.com's business activities and rights under this Agreement, do one of the following: (i) obtain for CM.com the right to continue receiving and using such services, materials and/or items free of claims of infringement, misappropriation and violation; (ii) modify the applicable services, materials and/or items so that they no longer

infringe, misappropriate or violate (provided that such modification does not degrade the performance or quality of the services, materials and/or items or adversely affect CM.com's intended use as contemplated by this Agreement); or (iii) replace the services, materials and/or items with non-infringing, non-misappropriating and non-violating functional equivalents acceptable to CM.com.

9.2. Supplier shall indemnify and keep indemnified CM.com against any Losses suffered or incurred by CM.com by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation,any of the provisions of Income Tax Regulations and/or any supporting or consequential secondary legislation relating thereto or NICs Legislation in respect of the Services delivered under this Agreement.

9.3. If CM.com seeks indemnification under this Agreement, CM.com will: (a) give prompt notice to Supplier concerning the existence of the indemnifiable event; (b) grant authority to Supplier to defend or settle any related action or claim; and (c) provide, at Supplier's expense, such information, cooperation and assistance to Supplier as may be reasonably necessary for Supplier to defend or settle the claim or action. CM.com's failure to give prompt notice shall not constitute a waiver of CM.com's right to indemnification and shall affect Supplier's indemnification obligations only to the extent that Supplier's rights are materially prejudiced by such failure or delay. Notwithstanding anything to the contrary set forth herein: (y) CM.com may participate, at its own expense, in any defense and settlement directly or through counsel of its choice; and (z) Supplier will not enter into any settlement agreement without CM.com's prior written consent unless such settlement provides CM.com with a complete release without imposing any additional costs or obligations and does not require admission of guilt or liability by the indemnified Party.

10. Business Continuity Plan

10.1. Supplier will implement and maintain a Business Continuity program that includes documented recovery strategies, plans and procedures, to ensure the Supplier can continue to deliver its products and services to CM.com within the contractual recovery time objective. Supplier must notify CM.com in any case of invoking Business Continuity plans for products and services provided to CM.com within twenty-four (24) hours of activation. Supplier will test its business continuity plan as often as required to reasonably ensure a successful recovery within the committed recovery time objective in the event an actual recovery is required, but no less than once every twelve (12) month period. CM.com reserves the right to directly participate in the recovery tests as well as to audit the plans and test results on a regular basis at no additional cost to CM.com.

11. Assigment

11.1. This Agreement shall be binding for both Parties and their respective successors and/or assigns. Neither Party may wholly or partly assign its rights and/or obligations hereunder to any third party, except with the prior written consent of the other Party. Such consent will not be unreasonably withheld.

11.2. This Article does not apply for an assignment to affiliated companies. In the terms of this Agreement affiliated company shall mean a separate legal entity which either (directly or indirectly) controls, or is controlled by, or is under the same common control as, the respective Party.

11.3. Notwithstanding any such assignment, the assigning Party will remain responsible for its financial obligations to the other, outstanding as of the effective date of the assignment.

12. Force Majeure

12.1. Either Party's performance of any part of this Agreement, other than payment obligations, shall be excused to the extent that it is hindered, delayed or otherwise made impractical by:

a. the acts or omissions of the other Party;

b. flood, fire, earthquake, strike or riot; or

c. other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that Party (collectively referred to as "force majeure conditions" herein).

12.2. If any force majeure condition occurs, the non-performing Party shall make reasonable efforts to notify the other Party of the nature of any such condition and the extent of the delay, and shall make reasonable, good faith efforts to resume performance as soon as is reasonably practicable.

13. General Provisions

13.1. Supplier shall not publicly disclose, including in any advertising or marketing materials or any press release or statement: (a) the existence or terms of this Agreement, Supplement, Schedule, or Purchase Order or (b) the existence of any Products and/or Services provided hereunder without prior written consent from CM.com's, which may be withheld or refused in CM.com's sole discretion.

13.2. During the Term of this Agreement and for six (6) years following the expiration or termination of this Agreement, CM.com (and any regulators of CM.com) shall have the right to conduct audits and inspections to ensure compliance with the terms of this Agreement, to: (a) examine and verify the integrity of the Supplier systems that process, store, support and transmit CM.com Confidential Information; (b) examine the internal controls (e.g., information technology, human resources, finance and accounting, procurement, organizational controls, input/output controls, system modification controls, processing controls, system design controls and access controls) and the security, disaster recovery, business continuity and back-up practices and procedures; (c) verify the accuracy and completeness of fees, costs and expenses charged to CM.com; (d) examine the financial controls, processes and procedures utilized by Supplier; (e) examine and verify Supplier's performance of the Services; and (f) enable CM.com to meet applicable legal, regulatory and contractual requirements (including, without limitation, the FCA and GDPR), in each case to the extent applicable to the Services. Supplier will provide CM.com or obtain for CM.com access to such properties, records and personnel as CM.com may reasonably require for the foregoing purpose. In connection with such audits, CM.com shall provide reasonable notice to Supplier and shall keep, and require that its designated agent agrees to keep, Supplier's Confidential Information in confidence. In addition, at any time, upon CM.com's request, Supplier will provide a completed audited statement of the financial condition of Supplier's organization, including: (a) audited year-end results for the three (3) previous years, including revenues, expenses, net income, total assets, liabilities and footnotes; and (b) the most recent financial interim statement.

13.3 During the Term of this Agreement, Supplier hereby represent and warranties that Supplier shall maintain an Environmental, Social and Governance (ESG) Policy that incorporates a minimum process and procedures to identify and moderate risks associated with Supplier's process. Further, Supplier hereby agrees (including Supplier's Personnel) to: (i) comply and adhere to all the applicable environmental laws in respective countries/jurisdiction whereas Supplier provides Services and/or Goods; (ii) undertake initiatives to promote greater environmental

responsibility such as, but not limited to being responsible for waste management and disposal, reduction of greenhouse gases and other emissions harmful to the environment and conservation of nonrenewable natural resources; (iii) obey all relevant international and domestic laws regarding ethical business practices, including the ability to evidence the existence of procedures to prevent money laundering, fraud, bribery and corruption; (iv) comply with all applicable laws in accordance with the principles of the International Labor Organization, the UN Global Compact, and the UN Universal Declaration of Human Rights; (v) prohibit slavery and the use of forced, bonded, or child labor across the Supplier supply chain; (vi) prohibit unlawful discrimination and harassment to provide a safe and inclusive work environment; and (vi) provide the Living Wage (at a minimum) to Supplier's Personnel.

13.4. Supplier shall not, and shall not permit any of its subsidiaries or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents (collectively, "Representatives") to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any non-U.S. government official, in each case, in violation of the U.S. Foreign Corrupt Practices Act ("FCPA"),EU, UK and/or any other applicable anti-bribery or anti-corruption law. Supplier represents and warrants that will and will ensure that its Affiliates and any Third-Party contractors will, comply with the United States Foreign Corrupt Practices Act (as amended), and any analogous laws or regulations existing in any other country or region in the Territory, in connection with its performance under this Agreement. Supplier shall and shall cause each of its Affiliates and any Third Parties to maintain systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law.

13.5. Supplier hereby represents and warrants to CM.com that Supplier it is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List") and (ii) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. If the name of the Supplier or any individual in a management position with the Supplier is discovered on the Specially Designated Nationals list, published by OFAC, such discovery shall constitute a material breach of this Contract and will give CM.com rights to terminate this Agreement immediately.

13.6. Supplier hereby agrees to screen each Supplier Representatives, Supplier's Affiliate and /or any Third Party ("Supplier's Chain") to ensure that any personnel within the Supplier's Chain is not on the OFAC List of Specially Designated National and Blocked Persons (a "Prohibited Person"). Should CM.com discover or otherwise become aware that the Supplier violated any Laws or this section 13.6, CM.com will have the rights to immediately terminate this Agreement, without any prejudice to applicable remedies.

14. Governing Law

14.1 This Agreement (and any matters arising from or related hereto) will be governed by and construed in accordance with the laws of the Netherlands without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

14.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence,

validity or termination, shall be referred to the competent Court of Amsterdam.

15. Miscellaneous

15.1. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the party or parties to be bound thereby. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the Parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other Party, or to bind such other Party in any manner. Nothing contained in this Agreement will be deemed to create any third party beneficiary right upon any third party whatsoever, except that CM's parent company and affiliates will be third-party beneficiaries of the provisions in this Agreement and such provisions will apply to such parent and affiliates, including (but not limited to) those relating to intellectual property, indemnity, disclaimers, arbitration, and damages limitation and waivers. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

15.2. All notices required or permitted under this Agreement will be in writing, will reference this Agreement. All notices to CM will sent to Konijnenberg 30, 4825 BD Breda, the Netherlands, and all notices to Client will be sent to the address set forth in the relevant Schedule. Such notices shall deemed given: (i) when delivered personally; (ii) one (1) Working Day after deposit with a nationally recognized express courier, with written confirmation of receipt; or (iii) three (3) Working Days after having been sent by registered or certified mail, return receipt requested, postage prepaid.

15.3. CM is authorized to modify these Terms and Conditions at any time. CM will inform Client of any modifications. If Client doesn't object in writing within a month from the date of sending of the modification notification, the modifications to the Terms and Conditions are deemed accepted by Client. If Client objects, the previous Terms and Conditions will remain applicable. However, CM then alternatively has the right to cancel the Agreement with Client by giving one (1) month written notice.

Part II- Data Protection

This Part II specifies the obligations of the Parties in relation to the Processing of Personal Data for the purposes of the applicable Data Protection Laws, within the scope of and related to the Agreement for the provision of Services between the Parties.

16. Definitions

In Part II of these Terms and Conditions, except where set forth otherwise, the following terms shall have the following meanings:

Controller shall mean the entity which determines the purposes and means of the Processing of Personal Data.

Processor means the entity which Processes Personal Data on behalf of the Controller.

Data Subject shall mean an identified or identifiable natural person; an identified or identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

Third Party means a natural or legal person including a data subject, public authority, agency or body, other than the controller, processor and persons who, under the direct authority of the controller or processor, are authorized to process personal data.

Laws shall mean applicable laws relating to data protection, privacy and security, including without limitation EU General Data Protection Regulation 2016/679 and the Personal Data Protection Act (PDPA) as well as other applicable binding data protection, privacy or data security directives, laws, regulations and rulings when processing Personal Data under the Agreement.

Model Clauses shall mean the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the transfer of Personal Data to Processors established in third countries under the EU Directives and any amendment, replacement or renewal thereof by the European Commission.

Personal Data shall mean any information relating to a Data Subject which is sent to Processor, is accessed by Processor or is otherwise processed by Processor on Controller's behalf in relation to the Services.

Personal Data Breach shall mean breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Processing shall mean any operation where by Processor or its affiliates or subcontractors process Personal Data, such as collection, recording, storage, combining, organization, alteration, calculation, analysis, use, disclosure by transmission, dissemination, erasure or deletion.

Services shall mean the provision of the services by Processor to Controller under the Agreement.

Technical and organizational security measures means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

17. Processing of Personal Data

17.1. The Parties acknowledge and agree that with regard to the Processing of Personal Data whereas CM.com is a Controller and Supplier is Processor.

17.2. Processor agrees to comply with the provisions of all Laws applicable to the Processing of Personal Data.

Processor shall (and shall procure that any subcontractor shall) also comply with written instructions of Controller or data protection authorities provided to Processor, e.g. on handling, protecting and encrypting Personal Data. Processor will comply with all such instructions without additional charge to the extent necessary for Controller or Processor to comply with Laws. Processor shall also assist Controller at Controller's reasonable request in conducting impact assessments for the Processing activities and in consulting the supervisory authorities prior to Processing when the impact assessment indicates a high risk.

17.3. Except to the extent required by applicable legislation, Processor shall not use or process Personal Data for any purpose, except as defined or instructed by Controller. Processor shall keep Personal Data confidential and shall have no rights to Personal Data . Processor shall not, during or after the term of the Agreement, disclose or transfer, or enable access to or processing of, Personal Data to or by any Third Party other than as agreed with Controller. For the avoidance of doubt, transfers of Personal Data to subcontractors approved by Controller for the purposes of this agreement are permitted. Processor shall not disclose or use data derived from Personal Data for its own purposes.

18. Use of subcontractors

18.1. Processor shall not be entitled to engage subcontractors without the prior written consent of Controller. If Controller has agreed that Processor engages subcontractor(s) to process Personal Data, then (a) such engagement will be under a written contract, and (b) the subcontract will require the subcontractor to comply at the minimum level with the same obligations applicable to Processor under this Appendix and the Laws. In any event, Processor covenants to Controller and its affiliates that Processor will remain fully liable for the acts and omissions of its subcontractors.

19. Data deletion at termination or expiry of Agreement

19.1. Upon termination or expiry of the Agreement or Services, Processor shall (and shall procure that its subcontractors shall) return to Controller all data, and then destroy any Personal Data from all computer hardware (including storage media), software, and databases used by Processor to process the Personal Data, and shall confirm in writing that this has been done.

20. Data disclosures

20.1. Any requests from governmental authorities regarding access to Controller's Personal Data that Processor may receive should be immediately notified to Controller, unless such notification is prohibited by applicable law. Processor should not respond to such a request without Controller's prior written approval.

21. Transfer of Personal Data

21.1. Processor shall not (and shall procure that its subcontractors shall not) transfer or process Personal Data outside of a non-EEA (European Economic Area) country without agreeing on it beforehand in writing with Controller and unless the statutory requirements regarding the processing of Personal Data outside the EU/EEA countries are complied with.

21.2. If required by the Laws, Processor shall (and shall procure that any subcontractors shall) enter into the appropriate Model Clauses. The unchanged version of the Model Clauses shall be deemed incorporated by reference hereto as Appendix 1 B, and shall apply if Processor or its subcontractor can either (a) remotely access Personal

Data hosted in a data center in the EEA from a non-EEA country, or (b) transfer to, or process data hosted in, a non-EEA country.

22. Data security and Safeguards

22.1. Processor shall implement and maintain at all times appropriate organizational, operational, managerial, physical and technical measures to protect the Personal Data and Controller's any other data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access so that all processing is in compliance with Laws and Controller's reasonable written instructions, especially where the processing involves the transmission of data over a network. These measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation.

22.2. Processor shall limit access to the Personal Data to authorized and properly trained personnel with a well-defined "need-to-know" basis, and who are bound by appropriate confidentiality obligations. Processor shall also ensure by technical and organizational means that Controller's Personal Data is not processed for different purposes (e.g. for different Processor customers) and that the Personal Data is processed separately from the data of other Processor customers. 22.3. Processor warrants that in performing the Services under the Agreement all necessary precautions are taken by Processor to prevent loss and alteration of any data, to prevent unauthorized access to Controller's IT environment, to prevent introduction of viruses to Controller's systems, and to prevent improper access to Controller's IT environment and confidential information of Controller.

23. Self-assessment and audits

23.1. On a semi-annual basis during the term of the Agreement Controller may request a review of Processor's security documentation and/or a written report of self-assessment on Processor's compliance with this Appendix, the Agreement and the Laws.

23.2. In addition Controller (or an independent Third Party on its behalf) may audit the processing activities of Processor and its subcontractors according to accepted audit plan upon twelve (12) working days' prior written notice. If any audit reveals that the Services are in non-compliance with this Appendix, Agreement or the Laws, Processor shall take all necessary measures at its sole expense to ensure that the Services become compliant with the applicable provisions. Controller shall be entitled to verify the compliance by another audit at any time after the implementation of such corrective measures.

23.3. Controller is responsible for the costs of the audits. However, should the audit reveal any violation or breach of this Appendix by Processor, Processor shall without delay compensate Controller for the costs arising from the audit and remedy the breach.

24. Handling Data Breaches

24.1. In the event of a Personal Data Breach, or any other threatening enforcement proceeding against Processor pertaining to the processing of Personal Data, Processor will provide Controller with an accurate written notice immediately upon becoming aware of it, and in no event later than within twenty-four (24) hours. Processor shall work with Controller's prior approval on quickly resolving the issue, and prevent further losses, and provide any notices to an individual or government authority containing the information as mandated by the Laws. Processor will

also, upon Controller's prior request, provide any appropriate remedial services to individuals.

25. Rights of Data Subjects

25.1. If requested by Controller in order for Controller to comply with the Laws, Processor shall: (a) promptly provide Controller with a copy of individuals' Personal Data in tangible and/or machine readable form; (b) promptly correct, block or delete individuals' Personal Data; (c) promptly provide Controller with such information and cooperation regarding the processing of Personal Data under the Agreement as Controller may reasonably request; and (d) provide individuals whose Personal Data is being processed with such information regarding the processing as Controller may reasonably request.

26. Indemnification

26.1. Processor shall defend, indemnify and hold Controller harmless from and against any claims, actions, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from any Third Party claim against Controller or its affiliates arising out of or resulting from Processor's failure to comply with any of its obligations under this Agreement.

26.2. In the event of any claim by a Third Party against Processor concerning the infringement of Laws that concerns Personal Data relating to Controller employees (current and former), or customers (prospective, current and former), Processor shall reserve Controller the right either independently or as an intervener to participate in any discussions, negotiations or legal proceedings, at Processor's expense, in order to ensure the protection of its rights. If the Third Party's claim turns out to be frivolous, Processor shall not be obliged to compensate Controller for any costs incurred by Controller. In any other case Processor shall be liable for any and all costs, expenses, compensations, losses and damages caused to Controller due to such Third Party claims.

26.3. NO LIMITATION OF LIABILITY SHALL BE APPLICABLE TO DAMAGE OR LOSSES ARISING OUT OF A BREACH OF THIS AGREEMENT, PART II.

27. Termination

27.1. This Part II shall remain in full force for as long as the Agreement is in force and for such period thereafter as is necessary for the activities after Agreement termination or expiration to be completed. To the extent that Personal Data is processed by or for Processor, for whatsoever reason, after the termination or expiration of the Agreement, this Appendix shall continue to apply to such Processing for as long as such processing is carried out.

27.2. Breach by Processor (or its subcontractors, as the case may be) of its obligations under this Part II will be deemed a material breach of the Agreement.

27.3. Obligations which by their nature should survive termination or expiration of the Agreement, shall so survive.

27.4. IN CASE OF ANY CONFLICT BETWEEN THE TERMS OF THIS PART II AND THE AGREEMENT, THE PROVISIONS OF THIS PART II SHALL PREVAIL. ANY CHANGES TO THIS PART II MUST BE AGREED IN WRITING BETWEEN THE PARTIES.

Part III- Software as a Service and/or Cloud Services

In the event that Software as a Services and/or Cloud Services are a part of the Service provided to CM.com under

the Agreement, the following terms and conditions shall apply:

28. Definition.

Capitalized terms used in the Agreement shall have the meanings set out below (unless otherwise indicated).

Authorised CM.com User means: (a) CM.com and its Affiliates; (b) third party service providers, including any systems integrators, outsourcing vendors and other independent contractors, performing services and/or providing items or materials for or on behalf of CM.com and/or any CM.com Affiliate.

Cloud Documentation means the user manuals for the Cloud Services which describes technical and functional aspects of the Cloud Services, which is made available by Supplier to its customers to aid in the use and operation of the Cloud Service, and all modifications to such user manuals that are made by or on behalf of Supplier from time to time.

Cloud Fees means the fees payable by CM.com for the Cloud Services as agreed and documented in the in the applicable Schedule or Purchase Order.

Cloud Services means any subscription based, hosted, supported and operated on demand solution, including any software as a service offering, provided to CM.com or its Affiliate(s) under a Schedule or a Purchase Order. THE TERM CLOUD SERVICE AND SOFTWARE AS A SERVICE DOES NOT INCLUDE ANY CONSULTING SERVICES.

Cloud Services Acceptance Requirements means the Cloud Specifications and Cloud Documentation. 28.6. "Cloud Specifications" means the specifications for the Cloud Services set forth in the applicable Schedule and, to the extent consistent with and not limiting of the foregoing, the Cloud Documentation.

Divested Entity means any entity, division or business unit that at any time during the Subscription Term is an operating division of CM.com or CM.com Affiliate, that is subsequently sold or otherwise transferred to one or more unrelated third parties.

Subscription Term means the period commencing on the Effective Date of the applicable Schedule, including any renewals thereto, and continuing for the period specified in the applicable Schedule unless terminated earlier pursuant to this Part III, the Agreement or the applicable Schedule.

29. Acceptance of the Services

29.1. When Supplier notifies CM.com in writing that the Cloud Services are ready for use in a production environment, CM.com shall have not less than forty-five (45) days (or such other period as may be expressly set forth in the applicable Schedule) from receipt of the notice to test the Cloud Services to determine whether they comply in all material respects with the Cloud Services Acceptance Requirements.

29.2. Upon completion of testing, CM.com shall notify Supplier of its acceptance or, if it has identified any noncompliance with the Cloud Services Acceptance Requirement, shall provide a written list of items that must be corrected. On receipt of CM.com's notice of nonconformance, Supplier shall promptly commence, at no additional cost or charge to CM.com, all reasonable efforts to complete, as quickly as possible and in any event within ten (10) days (or such other period as may be agreed upon by the Parties in writing) from receipt of CM.com's notice, such necessary corrections, repairs and modifications to the Cloud Services to bring them into full compliance with the Cloud Services Acceptance Requirements.

29.3. If any corrective measures are required under this Article, upon its completion of all such measures, Supplier shall notify CM.com in writing and the process set forth in Articles 2.1 and 2.2 shall be repeated; provided that if CM.com determines that the Cloud Services, as revised, still do not comply in all material respects with the Cloud Services Acceptance Requirements, CM.com may, in its sole discretion: (a) require the Supplier to repeat the correction, repair and modification process set forth in Articles 2.1 and 2.2 at no additional cost or charge to Cm.com; or (b) terminate any and all of the relevant Schedules, this Cloud Supplement and any other Schedules hereunder. If CM.com so terminates the relevant Schedule, Supplier shall refund to CM.com all sums previously paid to Supplier under such Schedule within ten (10) days of CM.com's written notice of termination, and CM.com will be relieved of all obligations thereunder.

30. Usage Rights

30.1. For the duration of the Subscription Term, Supplier hereby grants to CM.com and its Affiliates a worldwide, non-exclusive, royalty free, right and license to: (a) access and use, and to permit Authorized CM.com Users to access and use, the Cloud Service specified in the applicable Schedule in furtherance of CM.com 's and its Affiliates' business purposes; (b) generate, print, copy, upload, download, store and otherwise process all output, displays and other content as may result from any access to or use of the Cloud Services; (c) prepare, reproduce, print, download and use a reasonable number of copies of the Cloud Documentation as may be necessary or useful for any use of the Cloud Service permitted under this Cloud Supplement; (d) access and use, and to permit Authorized CM.com Users to access and use, the Cloud Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Cloud Service as permitted hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of CM.com 's or its Authorized CM.com Users' use of the Cloud Service, including for purposes of assessing any Cloud Fees or other consideration payable to Supplier or determining any excess use of the Cloud Service.

30.2. During the term of the applicable Schedule for which such data was provided, CM.com and each of its Affiliate(s), as applicable, grant to Supplier the nonexclusive right to process CM.com Data (for the duration of the applicable Schedule plus an additional post-termination period during which Supplier provides CM.com and its Affiliate(s), as applicable, with access to retrieve an export file of CM.com Data) FOR THE SOLE PURPOSE OF AND ONLY TO THE EXTENT NECESSARY FOR SUPPLIER TO PERFORM THE CLOUD SERVICES and in compliance with: (a) the express terms and conditions of this Cloud Supplement or as CM.com may hereafter expressly direct in advance in writing; (b) all Laws applicable to Supplier's performance of its obligations under the Agreement (including all then current and applicable Laws relating to spamming, privacy, and consumer and data protection and security). Except for the limited license expressly provided in this Article, nothing contained in this Cloud Supplement shall be construed as granting Supplier or any third party any right, title, or interest in or to any CM.com

Data.

31. Ownership and Restrictions

31.1. CM.com owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the CM.com Data. Supplier shall have only those rights in and to the CM.com Data as are expressly granted to it pursuant to this Part III. For the avoidance of doubt and without limiting the immediately prior sentence, unless otherwise expressly set forth in a Schedule by express reference to this Article, Supplier shall not (and shall ensure that its Affiliates and third parties do not): (i) comingle or store the CM.com Data in databases containing any Supplier data or the data of third parties; or (ii) disclose or otherwise make available the CM.com Data to any third party. In addition to Supplier's other obligations pursuant to this Agreement with respect to CM.com Data, including without limitation, those obligations set forth in the Standard Terms and Conditions, Supplier shall comply with applicable Laws relating to CM.com Data and the privacy and security thereof, and shall require that all of its permitted vendors and subcontractors with access to CM.com Data or its processing adhere to the applicable terms of this Agreement as if they were parties hereto. 31.2. Upon termination or expiration of this Agreement or the applicable Schedule, or upon written notice from CM.com at any time during the Subscription Term, Supplier shall immediately (and in any event, no later than five (5) days after the effective date of termination or expiration, or receipt of written notice, as applicable): (i) return to CM.com, or destroy, as directed by CM.com all CM.com Data, including, without limitation, any and all back-up data in the format in which it was provided to Supplier by CM.com; and (ii) provide to CM.com a written confirmation that Supplier has fulfilled all of its obligations set forth in Article with respect to CM.com Data. For avoidance of doubt, CM.com’s rights under this Article shall be absolute and unqualified such that CM.com 's access and right to possess all data and information held by Supplier on its behalf remains unfettered, notwithstanding any disputes that may exist between the parties at the time of CM.com's written notice or, as applicable, upon termination or expiration of this Agreement or the applicable Schedule.

31.3. Subject to the rights and licenses granted to CM.com under this Cloud Supplement, Supplier or its licensors own all right, title and interest in, including, without limitation, all Intellectual Property Rights, in and to the Cloud Services, including any improvements or modifications thereto.

32. Representations and Warranties

32.1. Supplier represents and warrants that: (a) the Cloud Services will in all material respects conform to and perform in accordance with the Cloud Specifications and all requirements of this Cloud Supplement; and (b) all Cloud Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate so that they do and will continue to fully describe the Cloud Services in all material respects such that at no time during the Subscription Term or any additional periods during which Supplier does or is required to perform the Cloud Services will the Cloud Services have any material undocumented feature.

32.2. NO LIMITATION OF LIABILITY SHALL BE APPLICABLE TO DAMAGE OR LOSSES ARISING OUT OF A BREACH OF THIS AGREEMENT, PART III.

33. Termination

33.1. This Part III shall remain in full force for as long as the Agreement is in force and for such period thereafter as is necessary for the activities after Agreement termination or expiration to be completed. 33.2. Breach by Supplier (or its subcontractors, as the case may be) of its obligations under this Part III will be deemed a material breach of

the Agreement.

33.3. Obligations which by their nature should survive termination or expiration of the Agreement, shall so survive.

33.4. IN CASE OF ANY CONFLICT BETWEEN THE TERMS OF THIS PART III AND THE AGREEMENT, THE PROVISIONS OF THIS PART III SHALL PREVAIL. ANY CHANGES TO THIS PART III MUST BE AGREED IN WRITING BETWEEN THE PARTIES.

Part IV- Recruitment Services

In the event that Recruitment Services are a part of the Service provided to CM.com under the Agreement, the following terms and conditions shall apply:

34. Definitions

Capitalized terms used in the Agreement shall have the meanings set out below (unless otherwise indicated).

34.1. “Candidate” means a person located and selected by the Supplier as satisfying CM’s Job/Person Description and as being potentially suitable for employment by CM.com.

Placement Fee means the fee, expressed as a percentage of the Primary Annual Salary of the Candidate when employed by CM.com, charged by the Supplier for the recruitment services provided to CM.com under the applicable Schedule.

Primary Annual Salary means the total value of the annual remuneration payable by CM.com to the Candidate. The following items shall NOT, where provided, be included: fixed allowances (e.g. housing, travel, car, clothing, meals etc.), fixed bonuses, sign-on and on and/or guaranteed bonus, on-target-earnings or on-target-bonus (where applicable).

35. Object

(1) Supplier shall search for candidates to fill specific and nominated positions, as and when required by CM.com, on behalf of CM.com per described in the applicable Schedule. CM.com shall have the rights to request the Supplier to introduce candidates in person;

(2) Supplier warrants and represents to apply all its available expertise and experience in providing its Services and to maintain the strictest confidentiality per defined in the Standard Terms and Conditions; (3) Supplier shall advise and perform other activities in accordance with sound principles of professional practice.

36. Payment Terms

36.1. SUPPLIER HEREBY AGREES AND ACKNOWLEDGE THAT AN INVOICE FOR PLACEMENT FEE SHALL BE ONLY BE RENDERED TO CM.COM ONCE AN EMPLOYMENT AGREEMENT IS ENTERED INTO BETWEEN CM.COM AND THE CANDIDATE, OR ONCE THE CANDIDATE BEGINS EMPLOYMENT WITH CM.COM, WHICHEVER IS EARLIER.

36.2. External advertising costs or other expenses chargeable to CM.com will not be incurred by the Supplier without CM.com prior written consent. Supplier shall not charge CM.com for advertising positions on electronic job boards.

37. Replacement Guarantee

37.1. In the event that a Candidate leave or be terminated from CM.com's employment within a period of twelve (12) weeks, Supplier hereby agrees that Supplier shall seek to find a replacement for the position held by that Candidate. Supplier hereby agrees that Supplier will not charge a fee for the replacement Candidate.

38. Non solicitation

38.1. Supplier hereby represent and warranties that Supplier will never initiate contact with the Candidate that Supplier has placed at CM.com's in order to recruit that person to leave CM.com's company. Further, for twelve (12) months after the Supplier placement of the Candidate, Supplier hereby agrees that Supplier will not initiate contact with any other employees at CM.com's company in order to recruit.

39. Liability

a. Candidates shall be selected, and recommendations made by the Supplier the best of its knowledge and belief;

b. The Supplier hereby agrees to verify the Candidate's suitability. Supplier shall be liable for claims and damages due to the Candidate being potentially unsuitable and/or due to the Candidate's action to the extent of the Candidate qualifications, the correctness and completeness of which shall be verified by the Supplier.

c. Supplier shall be liable according to statutory provisions if CM.com asserts claims for damages based on own intent or gross negligence and intent or gross negligence of its legal representatives, and vicarious agents.

d. NO LIMITATION OF LIABILITY SHALL BE APPLICABLE TO DAMAGE OR LOSSES ARISING OUT OF A BREACH OF THIS AGREEMENT, PART IV.

40. Termination

40.1. This Part IV shall remain in full force for as long as the Agreement is in force and for such period thereafter as is necessary for the activities after Agreement termination or expiration to be completed.

40.2. Breach by Supplier (or its subcontractors, as the case may be) of its obligations under this Part IV will be deemed a material breach of the Agreement.

40.3. Obligations which by their nature should survive termination or expiration of the Agreement, shall so survive.

40.4. IN CASE OF ANY CONFLICT BETWEEN THE TERMS OF THIS PART IV AND THE AGREEMENT, THE PROVISIONS OF THIS PART IV SHALL PREVAIL. ANY CHANGES TO THIS PART IV MUST BE AGREED IN WRITING BETWEEN THE PARTIES.

CM.com Engagement Letter for Recruitment

Scope and Purpose

1. CM.com values all supplier(s) and vendor(s) and must ensure completely transparency in its Procurement process. This Engagement Letter for Recruitment (“Engagement Letter”) provides guidelines and minimum requirements for all suppliers and vendors acting as a Recruitment (“Agency”) whereas providing services to CM.com.

2. The Agency must comply with the following:

(i) Where a candidate is referred to CM.com by Agency as a result of a search engagement and in accordance with the terms of this Engagement Letter, the Agreement, and applicable Schedule, then CM.cm will pay Agency a fee of twenty percent (20%) of the hired candidate’s first year starting base salary as a referral fee, which shall be based solely on primary salary with holiday allowance, no other perks shall be included.

(ii) Payment shall be due thirty (30) days from the invoice date.

(iii) The Agency invoice for placement fee shall only be rendered once an employment agreement is entered into by and between CM.com and the candidate and candidate begins employment with CM.com.

(iv) Agency is not entitled to charge CM.com com for advertising positions on electronic job boards.

(v) In the event that a candidate leave or be terminated from CM.com’ employment within a period of six (6) months, the Agency shall seek to find a replacement for the position held by that candidate without any additional fees for the replacement candidate.

(vi) Agency shall not initiate contact with the placed candidate or any CM.com employees for the following twelve (12) months of placement.

(vii) Agency shall only refer candidates that fit with provided job description.

(viii) The Agency and CM.com hall not have any exclusivity and CM.com shall own all rights and interests to contracts other agencies and/or connect with any candidates that applies for CM’s employment positions.

(ix) All recruitment agreements must be approved and signed by CM’s Head of HR.

In order for the Agency to provide services to CM.com, the parties must execute a CM.com Procurement Schedule, followed by a Purchase Order.

CM is authorized to modify these terms and conditions at any time. CM will inform the Agency of any modifications. If the Agency doesn’t object in writing within a month from the date of sending of the modification notification, the modifications to this terms and conditions are deemed accepted by the Agency. If the Agency objects, the previous terms and conditions will remain applicable. However, CM.com then alternatively has the right to cancel the Agreement with the Agency by giving one (1) month written notice.