

S172 Companies Act 2006 statement

The directors have considered their duty under section 172 of the Companies Act 2006 to act in good faith and to promote the success of the Company for the benefit of its shareholders as a whole. In particular, the directors have had regard to:

- likely consequence of any decision in the long term;
- the interests of the Company's employees;
- the need to foster the Company's business relationships with suppliers, customers and others;
- the impact of the Company's operations on the community and environment;
- the desirability of the Company maintaining a reputation for high standards of business conduct; and
- the need to act fairly between shareholders of the Company.

As a subsidiary trading entity we recognise that business strategy and the majority of decisions and policies affecting the Company and our stakeholder groups are made at Xerox Holdings Corporation level and cascaded through the management structures of the Group. Directors of the Company implement these decisions and policies whilst ensuring that they continue to promote the success of the Company. The board is represented in the Xerox Group's management and decision-making processes through membership of the senior leadership team. This ensures that the board is actively involved in maintaining control of the Company's direction. At board meetings the impacts of principal decisions and the ongoing duty of directors to promote the success of the Company are matters that are specifically discussed and documented in board minutes and resolutions. This is in addition to existing fiduciary and statutory responsibilities of the board.

Engagement with our stakeholder groups is important for the business. Our stakeholders include our customers, suppliers, employees, and pensioners.

Customers – The Company's sales are mainly to UK based customers. The board maintains close relationships with these customers to understand their requirements. These interactions directly influence the Group's decision-making in respect of demand planning and product ordering.

Suppliers – we recognise an obligation to actively manage our supplier base and ensure these critical partners meet our high social, environmental, and ethical standards. As a member of the Responsible Business Alliance (RBA), Xerox uses the RBA Code of Conduct as our supplier code of conduct and Xerox global procurement and corporate security organizations screen all production suppliers and significant indirect suppliers to assess compliance with global anti-bribery laws and regulations including UK Modern Slavery Act and UK Bribery Act.

Employees – the board values the input and contribution of employees. Directors attend events throughout the year including the Xerox European forum, communication meetings and other round table discussions as part of a two-way exchange of information and ideas.

Environment – Xerox is committed to reducing its environmental footprint, conserving natural resources and lowering the energy intensity of our operations. The Company is aligned with these initiatives and goals. For further information, refer to the Streamlined Energy and Carbon Reporting section within the Directors Report of the consolidated financial statements of Xerox (UK) Limited as at 31 December 2022.

Information regarding Xerox Group's stakeholder engagement may also be found in the 2022 Corporate Social Responsibility Report [www.xerox.com/en-us/about/corporate-social-responsibility].

1 ORDER ACCEPTANCE

(A) No order will be considered binding on Altodigital Networks Limited (hereinafter called "the Supplier") until (i) it is officially accepted in writing by a duly authorised representative of the Supplier, and (ii) until the Supplier has received a satisfactory credit clearance.

(B) The conditions may not be modified or varied unless the Supplier agrees thereto in writing under the signature of a Director or duly authorised representative.

(C) The Supplier does not recognise any terms and conditions of Contract supplied by the Customer unless specifically acknowledged and agreed in writing under the signature of Director or duly authorised representative. Execution of, compliance with or implementation of orders does not imply acceptance of the Customer's Conditions.

2 PRICE

(A) The prices for the goods and services shall be those ruling at the date of acceptance of the order.

(B) In the event that the delivery lead time for one or any number of items is more than six months the Supplier reserves the right to vary the price relating to such items to take account of variations in cost (including but not by way of limitation, cost of materials, labour, transport and any tax free charge imposed by any Government, other authority or in the rate of import duty payable on such goods taking effect between acceptance of order and delivery).

(C) All prices quoted are exclusive of Value Added Tax or other statutory sales tax which shall be charged in addition at the rate applicable at the time of invoicing.

3 SUPPLY

Sales by the Supplier to the Customer under this Agreement will be for Products and/or services indicated on the face of the invoice or orders as the case may be.

4 PAYMENT TERMS

Except in the case of payments due immediately on the signing of an order, all accounts must be paid within the period of credit agreed, as evidenced by the terms overleaf. In the event of default in payment by the due date, the Supplier shall be entitled to charge interest from the due date until the payment at the rate of 3% per annum above the base rate from the time to time of National Westminster Bank PLC. In the event of default the Supplier shall further be entitled to suspend delivery in respect of any goods to be delivered or services to be provided or to terminate the contract in respect of any goods or services or to cancel any other received by the Supplier from the Customer.

5 DELIVERY

(A) Delivery of the goods shall be made by the Customer collecting the goods at the Supplier's premises at any time after the Supplier has notified the Customer that the goods are ready for collection or, if some other place for delivery is agreed by the Supplier, by the Supplier delivering the goods to that place.

(B) Any dates quoted for delivery of the goods are approximate only and the Supplier shall not be liable for any delay in delivery of the goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Supplier in writing. The goods may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

(C) Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the installments in accordance with these conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the contract as a whole as repudiated.

(D) If the Supplier fails to deliver the goods (or any installment) for any reason other than any cause beyond the Supplier's control or the Customer's fault and the Supplier is accordingly liable to the Customer, the Supplier liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) or similar goods to replace those not delivered over the price of the goods.

6 INSURANCE

Goods supplied hereunder shall be at the Customer's risk immediately on delivery in accordance with clause 5(A) above and the Customer must provide insurance cover for the goods from that time.

7 RISK AND PROPERTY

(A) Risk of damage to or loss of the goods shall pass to the Customer.

(i) In the case of the goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Customer that the goods are available for collection; or (ii) In the case of goods to be delivered otherwise than at the the Supplier's premises, at the time of delivery; or, if the Customer wrongfully fails to take delivery of the goods, the time when the Supplier has tendered the delivery of the goods.

(B) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment of the price of the goods (plus VAT) and provided further that no other sums whatever shall be due from the Customer to the Supplier.

(C) Until such time as the property in the goods passes to the Customer, the Customer shall hold the goods as the Supplier's fiduciary agent and bailee, and shall keep the goods separate from the those of the Customer and third parties and properly stored, protected and insured and identified as the Supplier's property.

(D) Until such time as the property in the goods passes to the Customer (and provided the goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Customer to deliver up the goods to the Supplier and all monies owing by the Customers to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

8 DAMAGE OR LOSS IN TRANSIT

All goods are packed carefully to ensure safe carriage. The Customer shall not unpack the goods unless previously so agreed with the Supplier, but shall inspect the goods on delivery for apparent loss of shortage or visible damage, and shall sign the carriage advice note accordingly. The supplier will not accept any liability for shortages if not notified within 5 days from invoice date.

9 FORCE MAJEURE

The Supplier shall be relieved from liability under this contract if and to the extent it shall be unable to carry out all or any of its obligations hereunder owing to wars, strikes, lockouts, Government controls or restrictions, non-availability of any goods or any cause beyond the Supplier's control.

10 CANCELLATION

The Supplier may at its absolute discretion allow the Customer to cancel an order or part of any order but in the event may make an appropriate cancellation charge to cover reasonable costs, expenses and losses incurred.

11 LIABILITY AND LIMITATION OF LIABILITY

(A) The Supplier warrants that the hardware delivered hereunder shall be free of defects in materials and workmanship at the date of acceptance by the Customer and that the system (hardware and software) and each item thereof shall conform to the published specification. The provision of spare parts and of the repair of any item of the hardware which may be required after acceptance by the Customer shall be carried out under the terms of a separate maintenance agreement between the Customer and the Service Division of the Supplier. The above warranty shall be lie of all conditions and warranties, express or implied as to the quality or fitness for any particular purpose or merchantability, in respect of the goods.

(B) The Supplier shall indemnify the Customer and keep the Customer fully effectively indemnified against any loss of or damage to any property or injury to a death of any person caused by any negligent act or omission or willful misconduct of the Supplier, its employees, agents or sub-contractors. Except in respects of injury to or death of any person (for which no limit applies) the liability of the Supplier under the sub-clause in respect of each event or series of connected events shall not exceed £250,000 or the value of the order or orders (in the case of a series of connected events) which ever is the less.

(C) Notwithstanding anything else contained in these Terms, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition of other term, or any duty at common (whether caused by negligence of the Supplier, its employees or agents or otherwise) which arise out of or in connection with the supply of goods and services or their use or resale by the Customer, and the entire liability of the Supplier under or in the connection with its contract with the buyer shall not exceed the price of the goods or services provided, except as expressly provided in these Terms.

(D) Subject as expressly provided in these terms, and expected where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Regulations 1995), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where any goods or services are sold under a transaction where the consumer (as defined by the said regulations) the statutory rights of the Customer are not affected by these Terms.

12 DRAWINGS AND SPECIFICATIONS

Unless otherwise stipulated all specifications drawing and particulars of weight, dimensions and performance submitted with the Supplier's proposals are expected are approximate only and the description and illustrations contained in catalogues, price lists and other printed matter are intended merely to present a general idea of the goods described therein and none of these shall form part of this Agreement.

13 SOFTWARE AND FIRMWARE

Software provided by the Supplier shall remain Supplier's property or that of its licensors. The Customer is granted a nonexclusive, nontransferable right of use of such software and/or firmware in direct connection with the equipment for which it was supplied only. The Customer may not copy or modify the software and shall prevent its disclosure to a third party without the Supplier's written consent.

14 INSTALLATION

Where the Supplier is responsible for installation;

(A) Except in the case of workstation products the Supplier will carry out a survey of the installation site in advance of delivery to advise the Customer of its suitability, including but not limited to the provisions of suitable electric power, lighting, space for service access and equipment operation and absence of damp and dust. The Customer shall promptly provide free of charge such drawings and plans of the site and structure thereon as may be necessary for the survey.

(B) The Customer shall be responsible for carrying out at his expense the structural and electrical works advised in the site survey report in advance of the agreed delivery date, including where necessary the obtaining of planning permission and wayleaves.

(C) Where attachment to the services of a Public Telecommunications Operation (PTO) is necessary to installation the Customer shall at his expense procure that such services are available in advance of the agreed delivery date. The Supplier shall not be liable for any delay or failure to make such services available.

(D) Where installation is delayed by the Customer by more than 30 days from the agreed date, the Supplier shall be entitled to invoice the Customer for the system so delayed to its full installed

to levy an additional charge on the Customer for installation support.

(E) The work of other trades including but not limited to cutting away making good wall surfaces, ceilings, floors, furniture etc. and for any redecoration is excluded from this Agreement.

(F) Except where expressly otherwise provided, installation prices are

quoted on the assumption that work is carried out during normal working hours and proceed without hindrance to completion.

15 INSOLVENCY OF CUSTOMER

(A) This clause applies if: (i) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or (ii) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or (iii) the Customer ceases, or threatens to cease, to carry on business; or (iv) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer.

(B) If this clause applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel its contract with the Customer or suspend any further deliveries to the Customer without having any liability to the customer, and if the goods have been delivered or the services provided but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

16 CONFIDENTIALITY

The supplier and the Customer shall use reasonable and normal care not to disclose at any time where during the continuance of this Agreement or after its termination to any person, firm or corporation any confidential information belonging to the other party in any manner whatsoever, including that which relates to the Customer's customers, know-how data, drawings or specifications except (i) To the extent that the receiving party can show that such information is publicly available, through no fault of the receiving party, (ii) To the extent that the receiving party can show that such information was in its possession prior to the date of disclosure by the disclosing party, (iii) Where the party whose confidential information has been disclosed has previously given its written consent to the disclosing party to disclose the same to the receiving party, (iv) To the extent that the receiving party can by positive proof demonstrate that the information has been independently developed within its own organisation, (v) Where the information is lawfully received from a third party which is lawfully in possession of the same and free to disclose. Nothing in this clause shall prohibit the Supplier from supplying the same or similar equipment and software to free to other parties.

17 ACCEPTANCE

(A) When installation is completed the Customer shall carry out tests on completion to show that the system performs as specified. Such tests on completion shall be as reasonably agreed between the Customer and the Supplier prior to order acceptance or to delivery.

(B) The Customer shall commence the tests on completion within three working days of the system being installed and will complete them within a further seven working days.

(C) The system shall be deemed to have been accepted by the Customer within 20 working days after installation unless the Supplier received within this period detailed written notices of the reason for failure of the tests completion.

(D) Following unsuccessful tests on completion the Supplier will have the opportunity to adjust or modify the system, prior to handing it over to the Customer to repeat the tests on completion until the system successfully passes the tests or any replacement thereof.

(E) In the case of PABX, the tests on completion shall be the pre-connection inspection carried out by the Public Telecommunications Officer (PTO) or his agent. Such pre-connection inspection shall be procured by the Customer at a date agreed with the Supplier. The Supplier shall not be liable for any delay or failure by the PTO to carry out such pre-connection inspection.

(F) The customer shall not use the equipment before acceptance except for testing purposes.

18 MAINTENANCE

(A) In order to provide for the proper servicing and support of the hardware the Supplier shall procure that its Service Division enter into a separate maintenance contract with the Customer, under the Supplier's Standard Maintenance Conditions of Sale or such variation thereof as may be agreed between the parties.

(B) In the case of a PABX the Customer shall conclude a Maintenance Contract within the Service Division of the Supplier or with another officially approved maintainer, before operational use of the equipment.

19 WAIVER

No waiver or breach of this Agreement shall be held to be a waiver of any other or any subsequent breach. The failure of any party hereto to enforce at any time the provisions of this Agreements shall in no way affect its validity or the right of any party thereafter to enforce any provision.

20 HEADINGS

The headings of the terms and conditions herein are for the convenience or reference only and do not form part of this Agreement nor affect its interpretation.

21 LAW

The contract between the Supplier and the Customer shall be subject to English Law and the parties submit to the exclusive jurisdiction of the English Courts.