



## Standard Terms and Conditions of Purchase (Orders)

### 1 Definitions and Interpretation

1.1 Capitalized expressions in these Terms have the meaning given to them below:

- a. **Affiliate** means, in relation to a Party, any entity that directly or indirectly controls that Party, is controlled by, or is under common control with that Party from time to time.
- b. **Agreement** means the agreement between ofi and the Seller to provide the Goods and/or perform the Services and is constituted by the documents referenced in clause 1.4.
- c. **Authority** means any governmental authority with jurisdiction over a Party or any part of its business or operations or subcontractors used in the performance of this Agreement, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions.
- d. **Data Protection Legislation ("DPL")** means any applicable national or local rules or legislation regarding the protection of personal information and/or data.
- e. **Defect** (and **Defective**) means any aspect of the Goods and/or Services which is not in compliance with the Agreement or Law.
- f. **Destination** means the place for delivery of the Goods by the Seller as specified in the Order.
- g. **Goods** means the goods, materials, equipment or other items to be provided and delivered by the Seller to ofi at the Destination, as described in the Order.
- h. **Confidential Information** means any information that is identified as being of a confidential or proprietary nature, including any and all business, technical and financial information or any other confidential, proprietary, trade secrets or non-public information disclosed by one Party to the other Party, either directly or indirectly. Information may include, by way of example but without limitation, documents, files, reports, data, business strategies, formulations, specifications, samples, know-how, pricing information, ideas, and other information, or its potential use that is owned by or in the possession of the disclosing Party. Information shall also mean the specific terms of this Agreement.
- i. **Indemnified Parties** has the meaning given in clause 11.1.
- j. **IPR** means intellectual property rights including, but not limited to, patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- k. **Law** means all laws, regulations, decrees, orders and judgments of any authority having jurisdiction over the concerned Party or the subject matter of the Agreement, including, but not limited to, any applicable law relating to anti-corruption, anti-money laundering and any embargo or restricted party limitations.
- l. **Liabilities** has the meaning given in clause 11.1.
- m. **List** means any of the lists issued or maintained by a Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time.
- n. **ofi** means the relevant ofi entity as identified in the Order.

- o. **Order** means the written document issued by ofi for the purchase of the Goods and/or Services which incorporates these Terms by reference and, when signed or otherwise is shown to have been agreed to by authorized representatives of both Parties, evidences the Agreement.
- p. **Parties** means ofi and the Seller.
- q. **Personal Data** means any personal information relating to an identified or identifiable individual, where an identifiable individual is one who can be identified, directly or indirectly, taking into account all means likely and reasonably to be used to identify that individual.
- r. **Price** means the price payable by ofi to the Seller for the Supply pursuant to the relevant Order.
- s. **Principles** means the ofi Supplier Principles available from the following website: <https://www.ofi.com/content/dam/olamofi/about-us/about-us-pdfs/ofi-Supplier-Principles-March-2023.pdf> as may be updated from time to time.
- t. **Proceedings** means any actual or threatened litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings) or investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority, in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.
- u. **Relevant Requirements** has the meaning given in clause 20.1.
- v. **Sanctions** means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures imposed from time to time, administered or enforced by a Authority.
- w. **Seller** means the person or entity identified in the Order who is responsible for providing the Goods and/or Services to ofi in accordance with the Order.
- x. **Services** means the services to be performed by the Seller, if any, as detailed in the Order.
- y. **Severe Adverse Impact** means a severe adverse impact by virtue of any of the following criteria: (i) it is especially significant by its nature or by its impact on human right(s) or the environment; or (ii) it affects a large number of persons or a large area of the environment; or (iii) it is irreversible, or is particularly difficult to remedy as a result of the measures necessary to restore the situation prevailing prior to the impact.
- z. **Supply** means the supply of Goods and/or the performance of Services as required by the Seller pursuant to an Order and in accordance with the Agreement.
- aa. **Target** means a person that is listed on a List; owned or controlled by a person listed on a List; resident, domiciled or located in, or incorporated or organized under the laws of, a country or territory that is subject to any Sanctions; or otherwise identified by a Authority as being subject to Sanctions.
- bb. **Terms** means the standard terms and conditions for Orders set out in this document.
- cc. **Ultimate Beneficial Owner ("UBO")** is the person or legal entity who directly or indirectly reaps the benefits of ownership of the Seller or exercises ultimate effective control over it in excess of 25% ownership.

1.2 **Interpretation.** Headings are for convenience only and do not affect the interpretation of these Terms. Unless the context otherwise requires, words in the singular shall include the plural and vice versa. If any provision of the Agreement is held by any court or other competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

- 1.3 **Applicable Law.** The Agreement is governed by and is to be construed in accordance with the Law of the country where ofi is domiciled. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.
- 1.4 In the event of any conflict, the order of precedence of the documents constituting the Agreement will be: the Order; any applicable special conditions, including any specifications and the requirements for the testing of any Goods, identified in the Order; and these Standard Terms and Conditions of Purchase; and subject to clause 1.5 below, any terms of the Seller agreed in writing to be incorporated.
- 1.5 The Agreement constitutes the entire agreement between ofi and the Seller with respect to the Supply, supersedes all prior communications and negotiations in relation to the Supply, and does not incorporate any terms or conditions submitted by the Seller with any quotation, invoice, order acknowledgement, bill of lading or any other document, unless agreed to in writing and signed by authorized representatives of each of the Parties.
- 1.6 No amendment to the Agreement is valid unless it is in writing and signed by authorized representatives of each of the Parties.
- 1.7 Where the Agreement includes a term included in Incoterms, the rules and definitions governing those terms in the Incoterms 2020 will apply except to the extent that they conflict with any other term in the Agreement.
- 1.8 The Agreement does not create an exclusive relationship between ofi and the Seller in relation to the Supply, and the Seller acknowledges that ofi does not undertake in any way or represent that the Agreement will generate a specified or minimum volume of business or revenue other than as set out in the Order.
- 2 Performance.** The Seller must provide the Supply in accordance with the Agreement, Law, and the Principles. Notwithstanding any inspection or testing carried out (including for the purposes of clause 4), the Seller shall remain fully responsible for the Supply, and any inspection or testing shall not diminish or otherwise affect Seller's obligations and ofi's rights under the Agreement.
- 3 Title, Risk and Delivery**
- 3.1 The Goods must be delivered by the Seller DDP (Duty Delivery Paid, Incoterms 2020) to the Destination, unless otherwise agreed in writing.
- 3.2 Without prejudice to clause 3.1, all risk in the Goods shall pass to ofi on delivery at the Destination.
- 3.3 The Goods must be properly packed, sealed and secured in such a manner as to reach the Destination in good condition and in accordance with any delivery instruction(s) provided by ofi. All dangerous or hazardous Goods shall be packed separately from those of a non-hazardous nature in accordance with applicable international standards and Law.
- 3.4 Full title to the Supply will transfer to ofi on the earlier of: completion of delivery to ofi (including unloading and completion of any testing specified in the Order or these Terms (as applicable) to ofi's reasonable satisfaction) or ofi making payment in full to the Seller for the Goods.
- 4 Rejection of non-compliant Supply**
- 4.1 ofi, at its sole discretion, may reject any Supply (or part thereof) that is Defective or does not otherwise comply with the requirements of the Agreement, provided that notice of rejection is given to the Seller within thirty calendar days of ofi becoming aware of such non-compliance or Defect.
- 4.2 The Seller shall not be liable for non-compliance referred to in clause 4.1 to the extent that any such non-compliance or Defect is caused by ofi's breach of Laws or the actions or omissions of third parties arising after delivery, provided such third parties are not subcontractors, agents, or parties engaged by the Seller or parties for whom the Seller is otherwise responsible at Law.
- 4.3 If ofi rejects any Supply under clause 4.1, then ofi shall be entitled, at its discretion, to require the Seller to repair or replace the rejected Supply and in any event, require the Seller to repay the price of the rejected Supply (to the extent not replaced) and any damages associated with the

non-compliance Supply or Defect (including without limitation, in relation to any warehousing, storage or return costs, fines or penalties incurred by ofi or its customers) sustained by ofi in full immediately upon demand.

- 4.4 The Terms shall apply to any replacement Supply provided by Seller.

## **5 Time for performance**

- 5.1 The Seller must complete delivery of the Supply on the dates or within the periods specified in the Order. If no period is specified then the Seller shall complete delivery of the Supply promptly. Time is of the essence under the Agreement.
- 5.2 If the Seller becomes aware that it may not be able to provide the Supply by the date (or dates) stated in the Order then it must immediately notify ofi of the anticipated delay and the anticipated date for full performance of the Supply. In that case ofi may take any of the steps described clause 5.3 below.
- 5.3 If the Supply is not performed on the due date(s) then, without prejudice to any other rights which it may have, ofi may: refuse to accept any subsequent delivery of the Goods or performance of the Services which the Seller attempts to make; recover from the Seller (and the Seller shall be liable to pay) the difference between the Price and the price paid for the comparable goods and services obtained from another person; and claim damages for any additional costs, losses or expenses incurred by ofi which are in any way attributable to the Seller's failure to deliver the Supply by the due date.

## **6 Payment of the Price**

- 6.1 In consideration of the Supply by the Seller, ofi agrees to pay the Seller the Price in accordance with the Agreement. Unless stated in the Order, the Price is deemed to be exclusive of any value added tax (however it is described in the relevant country) but inclusive of all other charges. The Price is fixed and may only be changed if agreed to in writing by ofi and signed by an authorized representative from ofi.
- 6.2 Unless otherwise agreed to by ofi in writing or if otherwise specified in the Order, the Seller must render an invoice to ofi in relation to the provision of the Supply at the end of each month during the period in which Supply is provided reflecting the agreed Price (or part thereof as applicable).
- 6.3 Invoices must be in a form acceptable to ofi and must contain the following information: the number of the Order to which the invoice relates; a brief description of the Supply provided in the period covered by the invoice; and any further verification or documentation in relation to the invoice as is reasonably required by ofi. ofi has no obligation to pay bills received for Supply more than 6 months after it is delivered or performed, unless required by Law.
- 6.4 Unless special terms have been agreed and recorded in the Order, ofi will make payment within 120 days of receipt of a valid invoice.
- 6.5 Without prejudice to any other right or remedy, ofi reserves the right to set-off any amount owing at any time from the Seller and/or any of its Affiliates to ofi and/or any of its Affiliates.
- 6.6 Any payment made by ofi is made on account and is not evidence of acceptance of the Supply or that the Supply complies with the Agreement and will not in any way restrict any claims or rights ofi may otherwise have against the Seller.
- 6.7 Unless a different currency is identified in the Order, the Price shall be paid in the currency of the country where the Destination is located. Payment will be made by electronic funds transfer to the bank account identified in the Order or otherwise notified to ofi by the Seller's authorized representative. The Seller must pay all applicable taxes and duties associated with the provision of the Goods and Services.

## **7 Warranties and representations**

- 7.1 The Seller represents and warrants that:

- a. the Goods will be of good merchantable quality, fit for their purpose, free from defects or damage, conform to specifications approved by ofi, any written instructions of ofi, all samples accepted by ofi, and shall in all respects, comply with the Agreement (including the specifications) and Law and be free from any liens or encumbrances; and / or
  - b. the Services will be provided in a professional manner consistent with industry standards, fit for the intended purpose, performed according to the requirements approved by ofi, and shall, in all respects, comply with the Agreement (including the specifications) and Law.
- 7.2 The Seller warrants that any Services performed by the Seller or any duly appointed sub-contractor will be the best of their described kind and will in all cases be in exact conformity with any contractual description or specification and performed with all due speed, care, skill and diligence and in accordance with Law. The Seller shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and will obtain (or cause to be obtained) all necessary licenses, work permits and/or other authorizations to permit the Services to be performed.
- 7.3 If the Seller performs rectification works in relation to any Supply and in accordance with this Agreement a new warranty period will apply to the Goods that have been rectified for the same duration after the completion of the rectification work to the satisfaction of ofi as was applicable to the original Supply.
- 7.4 Unless otherwise agreed in writing, the Seller must provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Services. The Seller shall ensure that all equipment used in connection with the Agreement is maintained in good working order in compliance with manufacturer's instructions and the Law.
- 7.5 The Seller acknowledges and agrees that any proceeds or payments arising from the Agreement are paid in respect of the Supply provided only and for no other reason or unlawful purpose and the Seller shall not use such proceeds for any unlawful purpose.

## **8 Sanctions and Export Controls**

- 8.1 The Seller warrants on behalf of itself, its Affiliates and its UBO at the date of this Agreement, and warrants and undertakes at all times during the term of the Agreement: that it is not a Target and has not been a Target at any time and nothing has occurred that could reasonably be expected to result in it becoming a Target; that it is not contravening and has not contravened, and will not contravene any Sanctions at any time; that it is not and has not in any way been involved in any Proceedings; that it will not do, or omit to do, any act that will cause or lead ofi or any of ofi's Affiliates to contravene any Sanctions; and has in place appropriate policies and procedures to comply with Sanctions and keep records of compliance with its obligations under this clause.
- 8.2 The Seller shall ensure that its Affiliates, UBOs and any key subcontractors comply with the warranty and undertaking given in clause 8.1.
- 8.3 The Seller as soon as reasonably practicable shall notify ofi in writing if: at any time during the term of this Agreement, there is any fact or circumstance that would give rise to a breach of warranties given in this Agreement or it becomes aware of any breach or suspected breach of this Agreement, and it shall provide such information about such fact or circumstance or about the breach as ofi requires to comply with its obligations to any Authority or otherwise reasonably requests.
- 8.4 If at any time during the term of this Agreement the Seller or its UBO(s) become a Target, is involved in Proceedings or is otherwise subject to Proceedings, or contravenes Sanctions or anything occurs that could reasonably be expected to result in any of these things happening ofi may, without affecting any other right or remedy available to it terminate this Agreement with immediate effect by written notice to Seller, suspend performance of all or part of its obligations under this Agreement without any liability to the Seller until such time as the Seller, its Affiliates and its UBOs are no longer subject to such Sanctions, and/or withhold any payments

due to the Seller under this Agreement, without incurring any liability for late payment or non-payment, until such time as the Seller, its Affiliates and its UBOs are no longer subject to such Sanctions.

- 8.5 Determining whether Sanctions are in place shall be based upon official announcements or legal notices issued by the relevant Authority and it is the responsibility of the Seller to monitor and verify the status of any Sanctions imposed on itself, its Affiliates or its UBOs through the official channels of the relevant Authority.
- 8.6 Once Sanctions cease, the Seller must promptly notify ofi in writing, providing documentation or evidence issued by the Authority, that substantiates the end of such Sanctions.

## **9 Insurance**

- 9.1 Without limiting the Seller's obligations and liabilities under the Agreement, the Seller shall maintain, at its own expense, insurance coverage at levels acceptable to ofi. Such insurance shall include, but is not limited to:
- a. Commercial general liability insurance which shall cover all claims resulting from product liability, bodily injury, death liability, property damage and consequential business losses arising from the Goods and/or Services;
  - b. workers' compensation and employers' liability insurance;
  - c. if the Seller will use, or provide for use, motor vehicles in providing the Goods and/or performing the Services, motor vehicle (automobile) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles;
  - d. if the Seller will provide professional advice or services, professional liability insurance; and
  - e. if the performance of the Agreement requires the Seller to transport Goods, unless otherwise advised by ofi in writing, the Seller will maintain insurance covering loss of or damage to the Goods during transit, regardless of whether ofi has paid for those Goods.
- 9.2 Upon request, the Seller shall provide ofi with evidence of such insurance coverage and confirmation that all premiums have been paid and the policies remain in effect.
- 9.3 The Seller will be responsible for the payment of any excess or deductible relating to the insurances effected by the Seller and the Seller will not be entitled to recover from ofi any excess or deductible so paid by the Seller.
- 9.4 The Seller must ensure that its sub-contractors have the benefit of the insurances obtained by Seller, or effect and maintain insurance similar to the Seller's insurances required to be effected by the Seller.

## **10 Limit on Liability**

- 10.1 **ofi WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, LOSS OF ANTICIPATED SAVING OR ANY INDIRECT OR CONSEQUENTIAL LOSS ASSOCIATED WITH THE SUPPLY.**
- 10.2 **SUBJECT TO CLAUSE 10.1, ofi's MAXIMUM AGGREGATE LIABILITY IN RELATION TO EACH ORDER SHALL BE LIMITED TO THE PRICE. THIS PROVISION IS NOT INTENDED TO LIMIT OR EXCLUDE ofi's LIABILITY FOR ANY MATTER FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED AT LAW.**
- 10.3 **ofi IS NOT LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE INCURRED OR SUFFERED BY THE SELLER AS A RESULT OF ITS RELIANCE IN ANY WAY UPON ANY INFORMATION GIVEN TO IT BY ofi.**

## **11 Indemnity**

- 11.1 Subject to clause 11.2, the Seller will indemnify (and will keep indemnified) ofi and ofi's Affiliates and their personnel ("Indemnified Parties") from and against all damages, claims, losses, liabilities, costs and expenses of any kind ("Liabilities") that any Indemnified Party suffers, sustains or incurs, arising from any one or more of the following: the breach by the Seller or its personnel

of any of the Seller's obligations (including any warranty) under the Agreement; any negligent act or omission or wilful misconduct by the Seller or its personnel arising out of the performance of the Agreement; or any claim made against ofi or any Affiliate of ofi by any of the Seller's personnel in respect of relevant legislation concerning income tax, workers' compensation, annual leave, long service leave, or any applicable award, determination or agreement of a competent industrial tribunal.

11.2 The Seller will not be liable under clause 11.1 to the extent that the Liability was caused, or contributed to, by (as the case requires) ofi's negligent acts or omissions or wilful misconduct. Each indemnity in the Agreement is a continuing obligation separate and independent from the Seller's other obligations and survives termination of the Agreement. It is not necessary for ofi to incur expense or make payment before enforcing a right of indemnity conferred by the Agreement.

**12 Assignment and Subcontracting.** The Seller may not assign or subcontract its rights and obligations under the Agreement in whole or in part without the prior written consent of ofi. ofi may, at any time, by notice in writing, assign the whole or any part of its rights and obligations under the Agreement.

**13 Confidentiality.** The Seller must keep all Confidential Information in strict confidence. The Seller must restrict disclosure of the Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to ofi and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as bind the Seller.

#### **14 IPR**

14.1 ofi acknowledges that the Seller retains ownership of the pre-existing IPR of the Seller used under the Agreement and/or in the provision of the Supply which Seller can demonstrate was developed and/or owned by Seller prior to the effective date of this Agreement. To enable ofi to enjoy the benefit of the Supply for the purpose of or in connection with ofi's business the Seller grants to ofi a non-exclusive, transferable, royalty free, irrevocable and perpetual license to use such pre-existing IPR for that purpose. All IPR subsisting in materials, documentation or deliverables developed by Seller and/or its subcontractors in relation to the Agreement for the Supply shall be proprietary to, and owned by ofi immediately upon its coming into existence.

14.2 If the Seller needs to use ofi IPR to provide the Supply, ofi hereby grants to the Seller a limited, non-exclusive, royalty-free, non-transferable license to use ofi IPR but only during the term of this Agreement for the sole purposes of providing the Supply to ofi.

14.3 The Seller warrants that the use of the Goods and provision of the Services will not infringe any IPR and the Seller agrees to indemnify ofi for any claims, damages or other expenses (including legal fees) incurred as a result of any such infringement.

14.4 If ofi is prevented, in whole or in part, from operating or using the Supply as a result of any claim in relation to an infringement of IPR, the Seller must (at its cost) take all reasonable steps to procure for ofi the right to operate or use the Supply for the purpose for which it was intended.

14.5 Seller shall, at ofi's request and expense, execute or procure the execution of such confirmatory assignments, registrations, notarizations, filings or any other documents or measures for the prosecution, registration and enforcement of any IPR as ofi may require.

**15 Notices.** Notices under the Agreement must be in writing and sent to the authorized person nominated in the Order or otherwise to the Party's registered office. Notices sent electronically will be deemed to be received in accordance with the United Nations Convention on the Use of Electronic Communications in International Contracts.

#### **16 Termination**

16.1 ofi may terminate the Agreement immediately if: the Seller is in breach of the Agreement and, in the event that the breach is capable of remedy, has failed to remedy such breach within 10

business days of receipt of written notice specifying the breach and requiring it to be remedied or the Seller breaches the Principles.

- 16.2 This Agreement will automatically terminate in the event one party's liabilities exceed the value of its assets or a party admits publicly its inability to pay debts when due. In addition, ofi may terminate the Agreement immediately if there is a change in ownership or control of the Seller and/or if there is a breach of clauses 8 or 20.
- 16.3 In addition, ofi may, at any time and for any reason, terminate the Agreement in whole or in part by giving the Seller not less than 10 business day's written notice.
- 16.4 Upon termination or expiry of the Agreement, all work under the Agreement shall be discontinued and ofi shall pay to the Seller fair compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 16.5 **Survival.** All clauses that by their nature may be construed as a continuing obligation will survive termination of the Agreement.
- 17 Independent Contractor.** At all times during the provision of the Supply, the Seller is an independent contractor and will not act as, or be regarded as, an agent or employee of ofi, and the Seller and its personnel will not be entitled to any benefits which would ordinarily accrue to any employee of ofi.
- 18 Partnership and Joint Venture Suppliers.** Where the Seller comprises more than one person they will be bound jointly and severally and by executing the Agreement accept joint and several liability for any loss or damage that may be suffered or occasioned.
- 19 Data Protection.** The Parties acknowledge and agree that all collection, processing, storage and transfer of Personal Data in relation to the Services or the performance of their respective rights and obligations under this Agreement must be carried out in compliance with all applicable DPL. Without limiting the generality of this clause, the Seller shall comply with all applicable DPL including any applicable guidelines or codes or practice issued by a regulator having jurisdiction over the Seller's processing of the Personal Data.
- 20 Anti-Bribery and Corruption**
- 20.1 The Seller shall not, and shall procure that its directors, employees, agents, representatives, contractors or sub-contractors shall not, engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to, the (UK) Bribery Act 2010, the U.S. Foreign Corrupt Practices Act 1977 and the (Singapore) Prevention of Corruption Act ("Relevant Requirements").
- 20.2 The Seller shall have in place adequate procedures designed to prevent any person working for, or engaged by, the Seller or any other third party in any way connected to this Agreement, from engaging in any activity, practice or conduct which would infringe any of the Relevant Requirements.
- 20.3 Breach of this Section 20 shall entitle ofi to terminate this Agreement by written notice with immediate effect.
- 21 Audits.** ofi may audit any of Seller's facilities and records involved with this Agreement to evaluate its compliance with this Agreement. ofi may conduct any such audit itself or through third-party representatives that ofi selects or that Seller selects from ofi's pre-approved list, and Seller will not request any auditor to sign an additional agreement in order to conduct the audit. ofi may require re-audits periodically according to ofi's risk assessment. If Seller violates this Agreement, Seller will immediately take corrective actions that ofi reasonably requires, and ofi or its representative may audit Seller's facility or records as often as reasonably necessary to verify correction. ofi will bear its own internal costs and Seller will bear all other audit costs (including those of the third-party auditors), unless ofi discovers Seller has violated this Agreement, then Seller will reimburse ofi's internal costs. If Sellers refuse any audit, ofi can withhold payment and/or may terminate the Agreement in whole or in part.



- 22 Disputes.** The Seller submits to the exclusive jurisdiction of the courts located in Bangalore, Karnataka, India, provided however that ofi may also bring proceedings against the Seller before any competent court having jurisdiction to enforce this Agreement or seek any applicable remedies or redress.
- 23 Sustainability, due diligence and ethical business.** Seller and its subcontractors will comply with the following in performing under this Agreement:
- 23.1 **Forced Labor.** Seller and its subcontractors will not use any forced labor, which means any work or service performed involuntarily under threat of physical or other penalty. Seller and its subcontractors shall respect the freedom of movement of their workers and not restrict their movement by controlling identity papers, holding money deposits, or taking any other action to prevent workers from terminating their employment. If workers enter into employment agreements with Seller and its subcontractors, workers should do so voluntarily.
- 23.2 **Child Labor.** Seller and its subcontractors will not directly (or indirectly through the use of its subcontractors) employ any children under the age of 18 years of age unless compliant with Law, is necessary, and the following are met:
- a. Seller and its subcontractors will comply with the minimum employment age limit defined by Law or by International Labor Organization ("ILO") Convention 138, whichever is higher. The ILO Convention 138 minimum employment age is the local mandatory schooling age, but not less than 15 years of age (14 in certain developing countries), subject to exceptions allowed by the ILO and Law.
  - b. Seller and its subcontractors will ensure that employees working in facilities that are manufacturing or packaging Goods, serving as temporary employees to ofi, or present at ofi's facilities, are at least 15 years of age (and no exceptions allowed by the ILO or Law will apply).
  - c. Seller and its subcontractors must demonstrate that their employees and contractors are not exposed to undue physical risks that can harm their physical, mental, or emotional development.
- 23.3 **Diversity and Inclusion.** Seller and its subcontractors will hire, compensate, promote, discipline, and provide other conditions of employment based solely on an individual's performance and ability to do the job (except as required under collective bargaining agreements). Seller and its subcontractors will not discriminate based on a person's race, sex, age, nationality, marital status, ethnic origin, or any legally protected status.
- 23.4 **Harassment and Abuse.** Seller and its subcontractors will provide a workplace free from harassment, which can take many forms, including sexual, verbal, physical or visual behavior that creates an offensive, hostile, or intimidating environment.
- 23.5 **Safety and Health.** Seller and its subcontractors will (i) endeavor to provide safe working conditions, (ii) provide employees with appropriate protection from exposure to hazardous materials, and (iii) provide employees with access to potable water and clean sanitation facilities.
- 23.6 **Third-Party Representation.** Seller and its subcontractors will respect the decision of their employees to join and support a union as well as their decision to refrain from doing so where legally permitted.
- 23.7 **Working Hours and Compensation.** Within the bounds of normal seasonal and other fluctuations in business requirements, Seller and its subcontractors will (i) maintain a reasonable overall pattern of required working hours and days off for employees so that total work hours per week do not regularly exceed industry norms; (ii) pay fair and timely compensation, including any required premium payments for overtime work; and (iii) advise new employees at the time of hiring if mandatory overtime is a condition of employment.
- 23.8 **Disciplinary Practices.** Seller and its subcontractors will not use corporal punishment or other forms of mental or physical coercion as a form of discipline.

- 23.9 **Business Integrity.** Seller and its subcontractors will promote honesty and integrity in business conduct by raising ethical awareness among employees and providing direction and education on ethical issues.
- 23.10 **Sustainability.** Seller is expected to align its commercial practices to the UN Sustainable Development Goals and will work to continuously improve its environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of its activities. Seller acknowledges the public commitments made by ofi, through its Choices for Change strategy (available on <https://www.ofi.com/sustainability.html> as updated from time to time) and undertakes to provide all reasonable cooperation with ofi to enable it to meet its targets in the context of its performance under this Agreement.
- 23.11 **Human Rights and environmental due diligence.** Seller shall (and shall procure that its subcontractors and sub-suppliers shall):
- a. implement and conduct effective human rights and environmental due diligence processes, appropriate to the size of the business, nature and context of its operations and value chain, to identify, prevent, mitigate, remedy and account for how Seller addresses any actual or potential adverse human rights and environmental impacts that Seller may cause or contribute to cause through its own activities, or which may be directly linked to its operations, products or services by its business relationships.
  - b. implement or ensure the existence of a grievance mechanism available to affected stakeholders in order to effectively prevent, address, investigate and remedy any actual or potential adverse human rights and environmental impacts that may occur.
  - c. immediately notify any actual or potential Severe Adverse Impact in writing, keeping ofi (i) informed of the progress of any investigation, and if requested by ofi, (ii) consulted in all material steps of the process up to remediation. Severe Adverse Impacts that cannot be prevented, mitigated or remedied shall be deemed a breach of this Agreement incapable of remedy (for the purposes of clause 16.1).
  - d. maintain all supporting documents and evidence to adequately record all due diligence processes, grievances submitted by affected stakeholders, including records related to investigations undertaken, and warrant access to ofi to review such records upon demand.