

SUPPLIER TERMS OF PURCHASE

Field Guide Ltd | Silverstream House, 45 Fitzroy Street, 4th Floor, London, England, W1T 6EB |
Company No. 17124510

1. DEFINITIONS

- 1.1** In these Terms, the words below carry the following meanings.
- 1.2** 'These Terms' means this document, which governs the purchase of goods and/or services by Field Guide from suppliers.
- 1.3** 'Field Guide' or 'we' or 'us' means Field Guide Ltd, registered in England and Wales under company number 17124510, with its registered office at Silverstream House, 45 Fitzroy Street, 4th Floor, London, England, W1T 6EB.
- 1.4** 'Supplier' or 'you' means the individual, firm or company engaged to supply Goods and/or Services to Field Guide under a Contract.
- 1.5** 'Goods' means any physical goods or products (or any part of them) to be supplied under a Contract.
- 1.6** 'Services' means any services (or any part of them) to be performed under a Contract.
- 1.7** 'Price' means the agreed price for the Goods and/or the agreed fee for the Services as set out in the Contract.
- 1.8** 'Deliverables' means everything produced, developed or delivered by the Supplier (or its agents, contractors or employees) as part of or in connection with the Goods or Services — in any form or media — including but not limited to designs, artwork, photographs, video, data, software, specifications, reports and drafts.
- 1.9** 'Contract' means any agreement between Field Guide and the Supplier for the supply of Goods and/or Services, including any purchase order, statement of work or other agreed document.
- 1.10** 'Order' means a purchase order issued by Field Guide to the Supplier.
- 1.11** 'Field Guide Materials' means any documents, information or materials in any form provided by Field Guide to the Supplier in connection with the Contract.
- 1.12** 'SDS' means a Status Determination Statement relating to the employment status of Supplier personnel for the purposes of the off-payroll working rules under Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.

2. FORMATION AND SUPPLY

- 2.1** An Order from Field Guide constitutes an offer to purchase Goods and/or Services on these Terms.
- 2.2** A Contract is formed when the Supplier accepts an Order in writing, or when the Supplier takes any action consistent with fulfilling it. The date on which this occurs is the commencement date of the Contract.
- 2.3** These Terms govern the entire relationship between Field Guide and the Supplier in connection with the supply of Goods and/or Services, and take precedence over any terms the Supplier may seek to introduce. Any variation must be agreed in writing and signed by both parties.
- 2.4** The Supplier is engaged as an independent contractor. Nothing in these Terms or any Contract creates an employment, agency, worker or partnership relationship between the Supplier and Field Guide. The Supplier must not hold itself out — and must ensure its personnel do not hold themselves out — as employees or agents of Field Guide. Unless expressly set out in an Order or Contract, the Supplier is under no obligation to accept work offered by Field Guide, and Field Guide is under no obligation to offer it.
- 2.5** The Supplier must meet all performance dates and deadlines set out in the Contract or Order, or notified by Field Guide. Time is of the essence in relation to all such dates and deadlines.
- 2.6** In supplying Goods and/or performing Services, the Supplier warrants that it will: (a) co-operate fully with Field Guide and follow all reasonable instructions; (b) deliver the Goods and/or perform the Services with reasonable skill, care and diligence, to a standard consistent with best practice in the relevant industry; (c) deploy suitably qualified and experienced personnel in sufficient numbers to meet its obligations; (d) ensure that all Goods, Services and Deliverables conform with any specifications, descriptions or purposes communicated by Field Guide; (e) provide all equipment, tools and materials necessary to fulfil the

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Contract; (f) use quality materials and workmanship, and ensure that all Deliverables are free from defects; (g) hold and maintain all licences, permits and consents required to supply the Goods and/or perform the Services; (h) comply with all applicable laws, regulations, codes and any Field Guide policies notified to the Supplier from time to time; (i) observe all health, safety and security requirements applicable at any Field Guide premises; (j) hold all Field Guide Materials securely and at its own risk, keep them in good condition, and not use or dispose of them except as authorised by Field Guide in writing; and (k) not act or fail to act in any way that would cause Field Guide to lose any licence, authority or consent on which it relies. The Supplier further warrants that neither it nor any personnel it uses has any unspent criminal convictions.

3. PRICE

3.1 Quotations submitted by the Supplier to Field Guide will remain open for acceptance for thirty (30) days from the date of issue.

3.2 Unless otherwise agreed in writing, the Price is inclusive of all packaging, handling and delivery charges and all applicable VAT, duties and levies.

3.3 Once Field Guide has accepted a quotation, the Price is fixed and may not be varied without Field Guide's prior written agreement, other than to reflect a change in the applicable VAT rate.

4. PAYMENT

4.1 Unless otherwise agreed, payment will not fall due until the Supplier has completed delivery of all Goods and/or Services.

4.2 Field Guide may deduct from the Price any amounts owed to it by the Supplier.

4.3 Once payment has fallen due, Field Guide will pay the Price (or the relevant instalment) within sixty (60) days of receiving a valid VAT invoice.

5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 In this clause, 'IPRs' means all intellectual property rights of any kind, whether registered or unregistered, including patents, copyright, design rights, trade marks, database rights, rights in confidential information and all similar or equivalent rights existing now or in the future anywhere in the world.

5.2 Field Guide and its licensors retain all IPRs in the Field Guide Materials. Field Guide grants the Supplier a limited, non-exclusive, royalty-free, non-transferable licence to use the Field Guide Materials solely for the purpose of fulfilling the Contract, for its duration.

5.3 The Supplier assigns to Field Guide, with full title guarantee and free from all third-party rights, all IPRs in the Deliverables. The Supplier will: (a) obtain waivers of all moral rights in the Deliverables from any individual who may hold such rights under the Copyright, Designs and Patents Act 1988 or equivalent legislation in any jurisdiction; and (b) execute any further documents and take any further steps that Field Guide reasonably requires to perfect and confirm this assignment.

5.4 The Supplier warrants that Field Guide's use of the Goods, Services and Deliverables (excluding Field Guide Materials) will not infringe the IPRs of any third party. The Supplier will indemnify Field Guide in full against all costs, losses, damages and expenses (including legal fees) arising from any claim that the Goods, Services or Deliverables infringe a third party's IPRs.

5.5 Each party will keep confidential all information relating to the other party's business, clients, finances and operations received in connection with a Contract, and will not disclose it to any third party except: (a) to employees, contractors or advisers who need it to perform obligations under the Contract and are bound by equivalent duties of confidence; or (b) as required by law or a competent authority. Neither party may use the other's confidential information for any purpose other than to perform the Contract.

6. TERMINATION

6.1 Field Guide may terminate a Contract: (a) immediately, by written notice, if: (i) there is a change of control of the Supplier; (ii) the Supplier's financial position deteriorates to the point where Field Guide reasonably considers the Supplier can no longer fulfil its obligations; or (iii) the Supplier is in breach of clause 2.6; or (b) for convenience, by giving written notice to the Supplier.

6.2 Either party may terminate a Contract immediately by written notice if: (a) the other party commits a material breach that is either incapable of remedy, or (if capable of remedy) is not remedied within fourteen

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(14) days of written notice requiring it to do so; (b) the other party enters administration, liquidation or any arrangement with creditors, has a receiver appointed, or takes any analogous step in any jurisdiction; or (c) the other party suspends or ceases to carry on all or a material part of its business.

7. CONSEQUENCES OF TERMINATION

7.1 On termination or expiry of a Contract, the Supplier must promptly deliver to Field Guide all Deliverables (whether complete or not) and return all Field Guide Materials. If the Supplier fails to do so, Field Guide may enter the Supplier's premises to recover them. Until they are returned, the Supplier remains solely responsible for their safekeeping and must not use them for any other purpose.

7.2 Termination does not affect any rights or obligations that have accrued before the termination date, including rights to claim damages for breach.

7.3 Any clause which by its nature is intended to survive termination will continue in force after the Contract ends.

8. DELIVERY

8.1 Field Guide may reject any Goods or Services that do not conform to the Contract, any instructions provided by Field Guide, or any description given by the Supplier, or that are not delivered on time and at the agreed location. No cancellation charges will be payable by Field Guide in such circumstances.

8.2 Goods must be delivered, and Services performed, at the time and place specified in the Contract or Order. Where no time or place is specified, delivery must take place during Field Guide's normal business hours at its current business address.

9. ACCEPTANCE

9.1 Field Guide will not be deemed to have accepted any Goods or Services until it has had a reasonable opportunity to inspect them following delivery.

9.2 It is the Supplier's responsibility to ensure that Goods and Services comply with the Contract, any applicable Order, and any instructions or descriptions provided. Field Guide accepts no liability for costs or losses arising from the Supplier's failure to seek clarification on ambiguous requirements.

9.3 Where Goods or Services do not conform to the Contract or any applicable instructions or descriptions, the Supplier must, at Field Guide's election, replace, amend or re-perform them at no additional cost to Field Guide.

10. INDEMNITY

10.1 The Supplier will indemnify Field Guide in full against all liability, loss, damages, costs and expenses arising from: (a) any breach of a warranty given by the Supplier (whether express or implied) in relation to the Goods and/or Services; (b) any liability arising under the Consumer Protection Act 1987 in respect of the Goods; (c) any act or omission of the Supplier in connection with the supply of Goods or performance of Services, including any failure to deliver on time or at the agreed location; (d) any third-party claim arising out of or in connection with the supply of Goods and/or performance of Services; and (e) any income tax, National Insurance contributions, apprenticeship levy or other statutory amount that Field Guide is required to pay in respect of amounts paid to the Supplier that exceed the Price — together with any related interest, fines or penalties.

10.2 This clause is in addition to, and does not replace, the indemnity in clause 5.4.

11. FORCE MAJEURE

11.1 Neither party will be in breach of a Contract, nor liable for any delay or failure to perform its obligations, where such delay or failure is caused by circumstances beyond its reasonable control. In addition, Field Guide will not be in breach of a Contract where performance is prevented or delayed by the cancellation, suspension or abandonment of a project by one of Field Guide's own clients. In such circumstances, Field Guide may suspend the Contract for as long as the relevant event continues, and/or terminate the Contract by written notice. Field Guide's right to terminate is not affected by any prior election to suspend.

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12. SUB-CONTRACTING AND ASSIGNMENT

12.1 The Contract is personal to the Supplier. The Supplier may not assign, transfer or sub-contract any of its rights or obligations under the Contract without Field Guide's prior written consent.

12.2 Field Guide may freely assign any of its rights or benefits under the Contract or these Terms.

13. INSURANCE

13.1 Throughout the term of the Contract and for two (2) years after it ends, the Supplier must maintain adequate professional indemnity insurance, public liability insurance and any other cover appropriate to the nature of the Goods and/or Services, with a reputable insurer. The Supplier must provide Field Guide with copies of relevant insurance certificates and premium receipts on request.

14. DATA PROTECTION

14.1 In this clause: 'Applicable Laws' means any applicable data protection legislation, including UK and (where applicable) EU law; 'Data Protection Legislation' means the UK GDPR, the Data Protection Act 2018 and any successor legislation; 'GDPR' means the General Data Protection Regulation (EU) 2016/679.

14.2 Both parties will comply with their obligations under Data Protection Legislation. This clause is in addition to, and does not replace, those statutory obligations.

14.3 Where the Supplier processes personal data on behalf of Field Guide, Field Guide is the Data Controller and the Supplier is the Data Processor, as those terms are defined in Data Protection Legislation.

14.4 Field Guide will ensure it has appropriate consents and notices in place to permit personal data to be shared with the Supplier for the purposes and duration of the Contract.

14.5 In processing personal data under a Contract, the Supplier will: (a) act only on Field Guide's written instructions, unless otherwise required by law; (b) notify Field Guide promptly if it is required by law to process data other than as instructed (unless prohibited from doing so); (c) implement appropriate technical and organisational measures to protect personal data from unauthorised or unlawful processing and against accidental loss, destruction or damage; (d) ensure that all personnel with access to personal data are bound by a duty of confidentiality; (e) not transfer personal data outside the European Economic Area without Field Guide's prior written consent and appropriate safeguards being in place; (f) co-operate fully with Field Guide in responding to data subject requests and in meeting Field Guide's obligations under Data Protection Legislation; (g) notify Field Guide without undue delay of any personal data breach; (h) on termination, delete or return all personal data as directed by Field Guide in writing, unless retention is required by law; and (i) keep complete and accurate records of its data processing activities and co-operate fully with any audit conducted by Field Guide or its nominated auditor.

14.6 The Supplier must obtain Field Guide's express written consent before appointing any sub-processor of personal data under the Contract. Any approved sub-processor must be bound by data protection obligations no less stringent than those in this clause. The Supplier remains fully liable for any acts or omissions of its sub-processors.

14.7 The Supplier will enter into Field Guide's standard data processing agreement if requested to do so.

15. ANTI-BRIBERY AND CORRUPTION

15.1 The Supplier will: (a) comply with all applicable anti-bribery and anti-corruption laws, regulations and codes, including the Bribery Act 2010; (b) not engage in any activity that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; (c) maintain adequate policies and procedures to ensure compliance, including adequate procedures under the Bribery Act 2010; (d) promptly notify Field Guide of any request or demand for any improper financial or other advantage received in connection with the Contract; (e) on request, certify in writing (signed by an officer of the Supplier) that it and all persons associated with it are compliant with this clause, and provide supporting evidence as reasonably requested by Field Guide; and (f) use reasonable endeavours to ensure that anyone performing services in connection with the Contract is subject to equivalent anti-bribery obligations, imposed by written contract. The Supplier is directly liable to Field Guide for any breach of those obligations by such persons. Any breach of this clause is a material breach of the Contract.

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16. MODERN SLAVERY AND HUMAN TRAFFICKING

16.1 In performing its obligations under the Contract, the Supplier will: (a) comply with all applicable anti-slavery and human trafficking laws and regulations, including the Modern Slavery Act 2015; (b) maintain and comply with its own anti-slavery policy; (c) not engage in any activity that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015; and (d) include equivalent anti-slavery and human trafficking provisions in its contracts with direct sub-contractors and suppliers.

16.2 The Supplier represents and warrants that neither it nor any of its officers, employees or associated persons has been convicted of, or is under investigation for, any offence involving slavery or human trafficking.

16.3 The Supplier will carry out appropriate due diligence on its sub-contractors, suppliers and supply chains to ensure the absence of slavery and human trafficking.

16.4 The Supplier will indemnify Field Guide against any losses, costs (including legal fees) and damages arising from any breach of this clause. Field Guide may terminate the Contract immediately by written notice if the Supplier is in breach of this clause.

17. GENERAL

17.1 Notices: Each party will promptly notify the other of any change of address. Until such notice is received, the address set out in the Contract remains valid for all correspondence.

17.2 Severability: If any provision of these Terms is found to be invalid or unenforceable, that provision will be limited to the minimum extent necessary and the remaining Terms will continue in full force.

17.3 Waiver: A failure by Field Guide to exercise any right under these Terms on any occasion will not constitute a waiver of that right, and Field Guide may exercise it at any future time.

17.4 Off-payroll working (IR35): The Supplier will provide any information reasonably requested by Field Guide to enable it to complete an SDS in connection with the employment status of any Supplier personnel involved in delivering Goods or Services. If Field Guide's SDS concludes that the engagement constitutes deemed employment, or if Field Guide is otherwise required by law to withhold tax, Field Guide reserves the right to operate PAYE and pay Supplier personnel net of income tax, employee National Insurance contributions and the Apprenticeship Levy (in lieu of paying the Price to the Supplier). If the Supplier disputes an SDS, it must notify Field Guide in writing before the date of final payment under the Contract or Order, setting out its reasons in detail. Following receipt of such notice, Field Guide will: (a) consider the Supplier's representations; (b) respond within forty-five (45) days confirming whether it is maintaining the original SDS (with reasons) or issuing a revised SDS; and (c) confirm the date from which its SDS applies.

17.5 Governing law: These Terms and any Contract are governed by English law. Each party submits to the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with these Terms or any Contract, whether contractual or otherwise.