



SUPPLIER AND SERVICE PROVIDER ENGAGEMENT POLICY

1. Authority to buy

1. All commitments to spend money with a supplier can only be made by authorised buyers within Futurelex Limited.
2. A Purchase Order must be obtained before undertaking any work. Personal email, faxes and telephone calls are not acceptable and will not be honoured.
3. Suppliers must only agree terms and conditions of trade (including agreement of prices and or payment terms) with an authorised buyer.
4. Suppliers are responsible for ensuring a correct invoice is submitted to accounts payable.

2. Conduct and ethics

1. All discussions of a confidential/ sensitive nature where exposure to sensitive material may be part of any contract with Futurelex must be subject to a pre-agreed Non-Disclosure Agreement (see appendix 1) and the confidentiality provisions in any tender contract must be adhered to. The Futurelex security protocol must be adhered to where applicable.
2. Suppliers must ensure that their practices are compliant with the applicable regulatory requirements and law in all countries of operation.

Appendix 1

Suppliers Confidentiality Agreement (example only)

You have expressed an interest in tendering to undertake work or a business service/s for Futurelex Limited and thus receiving or potentially becoming privy to information for this purpose (the "Proposals").

Set out below is the basis on which we are prepared to disclose to you information of a confidential nature belonging to Futurelex Limited (the "Confidential Information") and if relevant/strictly necessary, to give you access to strictly confidential documents and records (the "Documents").

The conditions on which the Confidential Information and the Documents will be made available to you are as follows:

1. You will not use the Confidential Information or the Documents or any part of any of them for the purposes of your own business (except with our prior authority) and notwithstanding the above will not use the Confidential Information or the Documents in any way which is directly or indirectly detrimental to or competitive with Futurelex Limited.
2. You will keep and procure to be kept secret and confidential all the Confidential Information and Documents and all other secret or confidential information relating to the business affairs and know-how of Futurelex Limited and will not in any circumstances disclose or solicit or permit the disclosure of any such material to any third party except with our express written authority. You will procure that only those persons directly involved in the consideration of the Proposals and whose knowledge of that information is essential for that purpose are given access to the Confidential Information or any part of it. In any event you shall procure that each person to whom disclosure of any of the Confidential Information or the Documents is made adheres to the terms of this undertaking as if a party to it and you accept responsibility for all such persons accordingly.
3. You will not, without our prior written consent, reproduce in writing or in

any other medium any of the Confidential Information or make a copy or copies of any of the Documents or records of any kind. If that consent is given, all such copies taken shall be kept secret and confidential in accordance with paragraph 2 above, and shall be returned to us immediately on request, or if negotiations in connection with the Proposals terminate, along with the Documents, records and all of the Confidential Information.

4. You will not seek to obtain any information in connection with the Proposals from any customer, supplier, sub-contractor, agent, shareholder or representative of Futurelex Limited and will not communicate with any representative officer or employee of Futurelex Limited except for persons nominated by us in writing for that purpose and you will not without our prior written consent whilst you are in possession of any of the Confidential Information or Documents nor for a period of twelve months thereafter solicit any officer or employee of Futurelex Limited.
5. Any Personal Data, as defined in the Data Protection Act 1998, as amended from time to time (the "Act"), disclosed to you shall at all times be treated as Confidential Information and shall be subject to the terms of this Agreement. In addition, you shall not use the Personal Data other than where necessary for the Proposals and you shall at all times keep the Personal Data secure by complying with the Seventh Principle under schedule 1 to the Act.
6. You will promptly and fully indemnify and keep indemnified Futurelex Limited against all claims, proceedings, actions, losses, costs, expenses and damages (whether direct, indirect, economic and/or consequential) resulting from any breach of these terms by you, or your employees, agents or sub contractors, or any person acting with your authority and you acknowledge that, notwithstanding the above, damages may not be an adequate remedy for any breach of this undertaking in view of the difficulty in placing a monetary value on the Confidential Information or the effect of its unauthorised disclosure.
7. You acknowledge that you will not hold us or any of our advisers, officers or employees responsible or liable for the accuracy or completeness of and you will be responsible for making your own evaluation of the Confidential Information and the Documents.
8. You confirm that you are acting as principal and not as nominee, trustee, agent or broker for any third party.

These terms apply to all confidential information and documents belonging to Futurelex Limited, its customers, suppliers and users which are not in the public domain, or which enter the public domain solely or in part by your actions in breach of the above terms. These terms shall continue to apply until all the Confidential Information and Documents are in the public domain.

No failure or delay by us in exercising any right or power in connection with the terms set out in this letter shall operate as a waiver of any rights.

The terms set out in this letter will, on our supplying any item of Confidential Information to you, constitute a contract between us the consideration for which will be the supply by us of the Confidential Information and the agreement by you to be bound by the terms of this letter.

Please countersign and return to us the enclosed copy of this letter to confirm and represent to us that you agree to abide by and to be bound by the above terms and conditions, which shall be governed by English law.