

USER AGREEMENT

1. Introduction

1.1. This User Agreement between NATIONAL WESTMINSTER BANK PLC (the Buyer) and the Supplier governs the access and use of the NWG Supplier Portal System (the System) by the Supplier to view and/or manage their sales transactions and company information as set out below.

1.2. The supplier may submit invoices via the System against POs sent to the Supplier by the Buyer. The Supplier may also perform some or all of the following activities on the system as appropriate and where permission and access to do so has been provided to the Supplier by the Buyer:

1.2.1. View the status, progress and life cycle of the Purchase Orders sent to the Supplier by the Buyer, along with any attachments

1.2.2. View and amend the Supplier's own company information. Amendments are subject to approval by the Buyer.

1.2.3. View and amend the details of any Blanket Purchase Agreement (Supplier Catalogue) held on the System relating to the Supplier. Amendments are subject to approval by the Buyer.

1.3. The System is provided by ORACLE, INC. and operated by the Buyer. This User Agreement applies to the Supplier's and its Supplier Users' access to and use of the System. The Supplier acknowledges that by a Supplier User accessing the System using the user ID and password provided by, or on behalf of the Buyer, the Supplier agrees to be bound by this User Agreement.

1.4. The Supplier shall only use the System to submit invoices or view and amend their own information in accordance with this User Agreement and any further rules expressed and presented in the System. In the event that there is any conflict between this User Agreement and any such further rules, then the provisions of such further rules shall take precedence over this User Agreement.

2. Access

2.1. The Buyer grants to the Supplier, free of charge, access to the System by Supplier Users for the purpose of the submission of invoices or viewing and amending their own information, subject to this User Agreement.

2.2. The Buyer may immediately deny access to the System by the Supplier and/or one or more Supplier Users at any time and without prior notification to the supplier

3. Registration

3.1. To be granted access to the System, the Supplier must register each person which the Supplier wishes to be a Supplier User by providing the required registration data and specifying a user ID and password.

3.2. User ID and password are strictly personal to the Supplier User and non-transferable. The Supplier shall ensure that its Supplier Users do not divulge or disclose their user ID or password to third parties. In the event that the Supplier or a Supplier User becomes aware that a user ID and / or password may have been divulged, disclosed or discovered by any third party, they shall immediately notify the Buyer.

3.3. The Supplier shall designate an individual Supplier User to manage access to the System by other Supplier Users.

3.4. The Supplier must immediately inform the Buyer in the event that a Supplier User leaves its employment or no longer requires access to the System. The Buyer retains the right to deactivate a Supplier User's user id and password at any time.

4. On boarding

4.1. The Buyer shall send, at its discretion, through the System, an invitation to utilise the System to appropriate Suppliers that have been registered and activated on the System as described in the User Agreement. Data and information relating to the procurement transactions with the Supplier shall be made available to the Supplier.

4.2. The Buyer shall configure the System and provide access to the various facilities of the System as deemed appropriate by the Buyer and at the Buyer's discretion. The Supplier acknowledges that by one of its Supplier Users utilising any facility of the System, the Supplier agrees to be bound by these configuration settings.

4.3. All material issued through the System in connection with the procurement transactions shall remain the property of the Buyer shall constitute as Confidential Information under this Agreement and shall be used only for the purpose of fulfilling and invoicing such procurement transactions.

5. Supplier's Obligations

5.1. The Supplier shall ensure that all its Supplier Users comply with this User Agreement.

5.2. The Supplier shall use all reasonable care and skill in performing its obligations under this User Agreement.

5.3. The Supplier shall provide its Supplier Users with the equipment and software needed to access and use the System.

5.4. The Supplier shall provide software to ensure the security of the System and use best endeavours to protect the System from viruses when being accessed and used by its Supplier Users.

5.5. The Supplier shall use the System for lawful and proper purposes only and shall, in any event, comply with all relevant laws, regulations and Codes of Practice within the UK or other jurisdiction from which Supplier Users access the System.

5.6. In particular, the Supplier agrees that it will not:

5.6.1. manipulate any information supplied on the System in a manner that would lead to inaccurate, misleading or discriminating presentation of information being displayed;

5.6.2. post, transmit or disseminate any information on or via the System which is or may be harmful, obscene, defamatory or otherwise illegal;

5.6.3. use the System in a manner which causes or may cause an infringement of the rights of any other; and

5.6.4. use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the System, including uploading or making available files containing corrupt data or viruses via whatever means.

5.7. The Supplier agrees that its Supplier Users shall act as authorised agents for and on behalf of the Supplier in submitting any invoice or amendment to the Supplier's information or agreements on the System.

5.8. The Supplier shall be responsible for any unauthorised, false or fraudulent transaction or information that is submitted using one of its Supplier Users' user id and password.

5.9. The Supplier represents and warrants that:

- 5.9.1. all information it provides will be accurate and complete and shall accurately represent the Supplier's capabilities;
- 5.9.2. it shall have the right, through actual ownership or otherwise, to provide any product or service that is the subject of any invoice or agreement submitted by it;
- 5.9.3. it has the ability to sell the product/service/works at the prices offered.

6. General Provisions for the Submission of Invoices

6.1. Suppliers are expected to submit all invoices via the System.

6.2. All invoices must be submitted through the System against a valid Purchase Order previously received by the Supplier from the Buyer which will be visible and accessible via the System

6.3. Payment of valid invoices submitted via the System will be made subject to the standard Terms and Conditions of the NatWest Group or any other payment terms specifically agreed with the Supplier as part of a formal contract.

7. Intellectual Property Rights

7.1. All Intellectual Property Rights in the System are owned by, or are under licence to, the Buyer.

7.2. The Supplier and its Supplier Users shall have no Intellectual Property Rights in the System, nor shall it have any rights to copy, adapt, modify or interfere with the System.

7.3. The System may include the Buyer's logo and/or trade mark. The Supplier acknowledges that it may not copy, use, or mask the Buyer's logo and/or trademarks which appear on the System without the prior consent of the Buyer.

8. Data Protection

8.1. In its use and access of the System, the Supplier shall comply with the Data Protection Act 2018 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner, or applicable equivalent local law, if any, and it shall not do or cause or permit to be done anything which may cause or otherwise result in a breach by the Buyer of the same.

8.2. Oracle Inc., on behalf of the Buyer, will collect, hold and use personal data obtained from and about the Supplier Users pursuant to paragraph 3.1. The Supplier agrees to such data being collected, held and used in accordance with this User Agreement and its obligations under the Data Protection Act 2018.

9. Limitation of Liability

9.1. Neither the Buyer nor the Supplier excludes or limits liability to the other for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or applicable equivalent local law, if any, or for fraud or fraudulent misrepresentation.

9.2. In no event shall the Buyer be liable to the Supplier for any direct loss, indirect loss or damages incurred by the Supplier arising from the use of the System caused by:

9.2.1. An event of Force Majeure that affects the availability and/or performance of the System;

9.2.2. Incorrect use by Supplier Users of the System;

9.2.3. Connectivity failures in respect of the equipment used by the Supplier Users;

9.2.4. Breakdown of the System for a period of time not exceeding 30 Working Days.

9.3. The Supplier acknowledges and accepts that:

9.3.1. The Buyer reserves the right to interrupt and/or suspend the availability of the System and/or revoke access at any time by notice to the Supplier without incurring any liability;

9.3.2. The Buyer provides the System on an 'as is' basis and 'as available' basis without any warranty of any kind;

9.3.3. The Buyer does not accept any liability for any information or links on the System that may refer Supplier Users to external sources outside of the Buyer's reasonable control.

9.4. The Supplier will indemnify the Buyer in full against all claims, demands, actions or proceedings (including legal and other professional advisers fees) made by any third party arising out of or in relation to the Supplier's breach of its obligations under this User Agreement.

9.5. The Buyer will not in any event be liable to the Supplier under or in connection with this Agreement for any loss or damages in excess of £100,000, or equivalent in local currency, in total.

10. Confidentiality

10.1. Each party shall:-

10.1.1. treat all Confidential Information as Confidential and safeguard it accordingly;

10.1.2. not disclose any Confidential Information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of this User Agreement; and

10.1.3. not use any Confidential Information otherwise than for the purposes of this User Agreement.

10.2. The Supplier shall take all necessary precautions to ensure that all Confidential Information obtained from the Buyer under or in connection with this User Agreement:-

10.2.1. is given only to such employee, consultant, sub-contractor, professional advisor or agent engaged to advise it in connection with this User Agreement as is strictly necessary for the performance of this User Agreement and then only to the extent necessary for each employee, consultant, sub-contractor, professional advisor or agent activities in the performance of this User Agreement;

10.2.2. is treated as confidential and not disclosed (without prior written approval) or used by any employee, consultant, subcontractor, professional advisor or agent otherwise than for the purposes of this User Agreement;

10.3. Where it is considered necessary in the opinion of the Buyer, the Supplier shall ensure that any employee, consultant, sub-contractor, professional advisor or agent of the supplier sign a confidentiality undertaking before commencing work in connection with this User Agreement.

10.4. The provisions of this Clause 10 shall not apply to any information:-

10.4.1. which is or becomes public knowledge (otherwise than by breach of the obligations of confidentiality under this User Agreement);

10.4.2. which is in the possession of the party concerned, without restriction as to its disclosure, before receiving it from the

disclosing party;

10.4.3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or

10.4.4. is independently developed without access to the Confidential Information.

10.5. Nothing in this User Agreement shall prevent the Buyer from:-

10.5.1. disclosing any Confidential Information which is required to be disclosed by an order of court or other tribunal or required to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation parliamentary obligation; or

10.5.2. disclosing any information for the purpose of:-

10.5.2.1. the examination and certification of the Buyer's accounts; or

10.5.2.2. any examination pursuant to Section 6(1) of the National Audit Act 1983, or applicable equivalent local law, if any, of the economy, efficiency and effectiveness with which the Buyer has used its resources; or

10.5.3. disclosing any information obtained from the Supplier:-

10.5.3.1. to any other department, office or agency of the Crown; or

10.5.3.2. to any person engaged in providing any services to the Buyer for any purpose relating to or ancillary to this User Agreement, provided that in disclosing information under this sub-paragraph (10.5.3.) the Buyer discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

10.6. Nothing in this User Agreement shall prevent either party from using any techniques, ideas or know-how gained during the performance of this User Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

10.7. In the event that the Supplier fails to comply with this Clause 10, the Buyer reserves the right to terminate this User Agreement with immediate effect.

10.8. The Supplier acknowledges that the Buyer is subject to the requirements of the Data Protection Act 1998, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, or applicable equivalent local law, if any, and shall assist and cooperate with the Buyer in meeting its obligations thereunder. The Supplier shall use all reasonable endeavours to ensure the observance of the provisions of this Clause 10 by its sub-contractors.

10.9. The obligations of this Clause 10 shall survive the expiry of this User Agreement.

11. Rights of Third Parties

11.1. This User Agreement shall not create any rights that shall be enforceable by anyone other than the Buyer and the Supplier, except that the rights specified in Clause 8.2 may be enforced by Oracle Inc.

12. Amendments to User Agreement

12.1. Subject to Clauses 12.2 and 12.3, the Supplier acknowledges that the Buyer reserves the right to vary or amend this User Agreement by publication of a notification or message on the System or through an email or letter to the Supplier, using the email address or postal address referred to in Clauses 14.1.1 and 14.1.3 respectively.

12.2. The amendments shall be deemed to have been accepted by the Supplier unless the Buyer receives, within 15 days of the date of the notice under Clause 12.1, a written communication from the Supplier expressing refusal of the amendments. In any case, the Supplier's continued use of the System shall represent its unconditional acceptance of the amendments in its entirety.

12.3. The Supplier shall be entitled to terminate this User Agreement with immediate effect in the event that notice is given pursuant to Clause 12.1.

13. General

13.1. The waiver by either party of any breach of this User Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

13.2. If at any time any part of this User Agreement is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this User Agreement and the validity and/or enforceability of the remaining provisions of this User Agreement shall not in any way be affected or impaired as a result of that omission.

13.3. Nothing contained either inside or outside these Participation Rules shall be taken as constituting:

13.3.1. a contract, including any collateral contract, or any contractual term between the Buyer and any other party as to the procurement of any goods, services or works, including any potential service provider; or

13.3.2. any representation by or on behalf of the Buyer.

13.4. The Buyer shall not be committed to any course of action as a result of:

13.4.1. issuing any invitation to utilise the System;

13.4.2. communicating with a Supplier in respect of any procurement exercise; or

13.4.4. any other communication between the Buyer and any other party.

13.5. The Supplier accepts and acknowledges that:

13.5.1. whilst every care has been taken to ensure that the data and information contained within the System is valid, the Buyer shall not accept liability for the accuracy, adequacy or completeness of such information and data; and

13.5.2. that the Buyer shall not accept any liability for any costs or expenses incurred by a Supplier in utilising the System.

13.6. The Supplier acknowledges that the system will not allow it to view the identity or transactions of any other Suppliers.

13.8. The waiver by either party of any breach of these Participation Rules shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

13.9. The terms and expressions set out in clause 17 shall have the meanings ascribed therein.

14. Notices

14.1. All communications given under this User Agreement shall be in writing and shall be:

14.1.1. served to the Supplier, via e-mail, to the e-mail address the Supplier has given upon registration or through the messaging facility available on the System; or

14.1.2. served to the Buyer, through the messaging facility available on the System or via email to the address listed below appropriate to the country in which the supplier and buyer trade with each other

14.1.2.1 for Poland the email address is: [SCS EMEA & GHE Team \(FM-039988@rbos.co.uk\)](mailto:SCS EMEA & GHE Team (FM-039988@rbos.co.uk))

14.1.2.2 for India the email address is [India P2P Vendor Communication \(IndiaP2PVendorCommunication@rbs.co.uk\)](mailto:India P2P Vendor Communication (IndiaP2PVendorCommunication@rbs.co.uk))

14.1.2.3 for the UK and Ireland, including the Channel Islands and Isle of Man, the email address is:

Supplier.invoices@natwest.com;

and

14.1.3. deemed to be received by the addressee on the same day as the addressor sending such e-mail, subject to the:

14.1.3.1 addressor using the addressee's correct e-mail address; and

14.1.3.2 addressee, on receipt of such an e-mail, e-mailing an acknowledgement of receipt to the addressor as soon as is practicable and in any event not later than 17:00 of the following Working Day after the addressee received such e-mail. If the addressor fails to receive such acknowledgement by 17:00 of the next Working Day after the addressee received the e-mail, the addressor may also serve the communication by first class registered post to:

14.1.3.2.1 the Supplier, to the postal address the Supplier has given upon registration; or

14.1.3.2.2 the Buyer, to the postal address listed below appropriate to the country in which the supplier and buyer trade with each other and shall be deemed to be received by the addressee two working days after posting.

14.1.3.2.2.1 for Poland the postal address is Iłżecka 26 street, 02-135 Warsaw, Poland.

14.1.3.2.2.2 for India the postal address is 6th Floor, Building-2, Tower A, GIL IT/ITES SEZ, Candor TechSpace, Sector-21, Dundahera, Gurugram, Haryana 122016

14.1.3.2.2.3 for the UK and Ireland, including the Channel Islands and Isle of Man, the postal address is c/o Accounts Payable, House F, Gogarburn, PO Box 1000, Edinburgh, EH12 1HQ;

14.2 Either party to this User Agreement may change its postal address for notification purposes by giving the other reasonable prior written notice of the new information and its effective date pursuant to this Clause 14.

15. Law and Jurisdiction

15.1. This User Agreement and any dispute or claim arising out of or in connection with them shall be governed by, and construed in accordance with, the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales, or local Courts in the jurisdiction where the supply is made, as appropriate, to which the parties irrevocably submit.

16. Interpretations

16.1. The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of this User Agreement.

16.2. Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

16.3. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

16.4. References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

16.5. All references in this User Agreement to Clauses are to the clauses to this User Agreement and references to Sections are to sections of this User Agreement unless otherwise stated.

17. Definitions

"Confidential Information" means secret, confidential, commercial, financial, marketing, technical or other information, knowhow, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this User Agreement, together with any reproductions of such information in any form or medium or any parties of this information.

"Confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available.

"Force Majeure" means any cause affecting the performance by either the Buyer or Oracle Inc. of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees or the failure of either the Buyer or Oracle Inc. to perform its obligations under this User Agreement.

"Helpdesk" means the facility provided by NatWest Group to handle support queries and issues raised by Supplier Users.

"Intellectual Property" means any patent, copyright, database right, moral right, design right (whether registered or unregistered), trade mark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right.

"Supplier" means an organisation that has indicated its acceptance to be bound by this User Agreement.

"Supplier User" means an individual representing the Supplier that has registered and been provided with access to the System.

"System" means the NWG Supplier Portal System provided for Suppliers for the uses described in this Agreement.

"Working Days" means 09:00-17:00 Monday to Friday in the United Kingdom and excluding Bank Holidays.