

Imagination Purchase Order Terms & Conditions

1. Acceptance and Amendment of Conditions

By accepting an Order (as defined in clause 2), the Supplier acknowledges and agrees to be bound by these Terms and Conditions (the “**Conditions**”). The Company reserves the right to revise and amend these Conditions from time to time. Any such amendments will be posted on the Company’s website (www.imagination.com/terms-and-conditions). It is the Supplier’s responsibility to review the Conditions on the Company’s website regularly. The Supplier’s acceptance of any Order following the posting of amended Conditions shall constitute absolute acceptance of the revised version.

2. Definitions and Interpretation

2.1 Definitions: In these Conditions, in addition to those defined terms set out within the clauses, the following definitions apply:

“**AI**” means any machine-based system designed to operate with varying levels of autonomy that may exhibit adaptiveness and generates outputs such as predictions, content, recommendations, or decisions.

“**Background IPR**” means any intellectual property rights (other than Contract IPR) belonging to either Party before the start of the Contract or developed independently of it.

“**Company**” means the Imagination company identified in the Order.

“**Contract**” means the contract between the Company and the Supplier for the purchase of Goods, formed in accordance with Section 2.3.

“**Contract IPR**” means all intellectual property rights arising or developed in connection with the Goods, including outputs developed through the use of AI.

“**Goods**” means the goods and/or services (including any resulting deliverables) specified in the Order. Where services are provided, “delivery” or “supply” shall be read as the performance of such services.

“**Order**” means the Company’s purchase order for the Goods, provided in writing to the Supplier.

“**Party**” means either the Company or the Supplier, and “**Parties**” means both together.

“**Supplier**” means the person or company to whom the Order is addressed.

2.2 Affiliates and Subcontractors:

2.2.1 If specified in an Order, the Supplier agrees to sell and deliver Goods to Company-authorised subcontractors and affiliates. The Company will identify all authorised subcontractors in writing.

2.2.2 For such purchases, the term “Company” shall refer to that specific authorised subcontractor or affiliate.

2.2.3 All invoices for these sales must be submitted directly to the relevant subcontractor or affiliate for payment.

2.2.4 The Company assumes no responsibility for the creditworthiness of, nor any liability for any debt incurred by, any subcontractor or affiliate.

2.3 Formation of Contract:

2.3.1 The Order constitutes an offer by the Company to purchase Goods in accordance with these Conditions.

2.3.2 The Order is deemed accepted by the Supplier (and a Contract formed) upon the earlier of: (i) Supplier issuing a written acceptance; (ii) Supplier performing any act consistent with fulfilling the Order; or (iii) Supplier failing to reject the Order within five (5) business days of receipt.

2.4 Priority of Terms:

2.4.1 Master Services Agreement: Where the Supplier has entered into a Master Services

Agreement (“**MSA**”) with The Imagination Group Limited or any of its affiliates for the supply of services, acceptance of the Order shall create a ‘Services Contract’ governed by that MSA, and the remainder of these Conditions shall not apply.

2.4.2 Default Contract Hierarchy: Where no signed MSA exists, the Contract incorporates the Order, these Conditions, and any specifications, scope of works, drawings, and terms implied by law.

2.4.3 Special Conditions: These Conditions are subject to any ‘special conditions’ prescribed in writing by the Company. In the event of a conflict, the ‘special conditions’ shall prevail.

3. Basis of Contract and Entire Agreement

These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate (including those contained in any bid, estimate, acknowledgement, confirmation, or invoice), or which are implied by law, trade, custom, practice, or course of dealing. Save for any separate confidentiality agreement between the Parties, the Contract constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, assurances, warranties, and representations between them relating to its subject matter. Any existing confidentiality agreement between the Parties shall remain in full force and effect. However, if any provision of such an agreement is less protective of the Company’s Confidential Information than the protections set out in these Conditions, these Conditions shall prevail. The Company shall have no obligation to purchase Goods or services exclusively from the Supplier. The use of any of the Supplier’s forms (such as delivery notes, advice notes, or pro-forma invoices) is for administrative convenience only and shall have no effect on the Contract, nor shall it be deemed to modify or supersede any of these Conditions.

4. Fees

Unless otherwise agreed between the Parties in writing, the price for the Goods shall be as set out in the Order (the “**Fees**”) and such Fees shall include, as applicable, insurance, all costs and expenses incurred by the Supplier in connection with the supply of the Goods, delivery (either to the Company’s address as shown on the Order, or as otherwise specified by the Company), and the cost of packaging (see Clause 5 below). All prices quoted are fixed. It is not acceptable for the Supplier to quote a variable price or to stipulate prices at the date of delivery or otherwise. Unless stated otherwise in the Order, all prices quoted shall be exclusive of value added tax, sales tax and/or any other applicable duty or tax chargeable from time to time on the supply of the Goods (“**Taxes**”).

5. Packaging

All Goods must be properly packaged to survive transit to the Company’s stipulated address and to resist pilferage, corrosion, contamination, damage and deterioration or similar. All Goods shall be clearly and legibly labelled and addressed.

6. Payment Terms

The Supplier shall invoice the Company on, or at any time following, completion, or delivery of the Goods to the Company. Each invoice shall include any such supporting information required by the Company in order to verify the Goods, including, but not limited to the Order and/or the job number. Where any Taxes are chargeable on the Goods, the Supplier shall include details of such additional amounts to be paid on the relevant invoice as a net extra charge. Provided that the Company accepts the Goods (in accordance with Clause 7 below), the Company shall pay a correct and valid invoice in accordance with these Conditions within sixty (60) days after the date the invoice was received by the Company, unless stated otherwise in the Order. All invoices and payments shall be in the currency stated in the Order. In no event shall the Supplier invoice the Company for any amounts due hereunder later than one hundred and twenty (120) days after completion or delivery of the Goods. If a Party fails to make any payment due to the other Party under the Contract then the other Party may charge the

defaulting Party interest on the overdue amount at the rate of 3% per annum above the base lending rate of the Bank of England, as published from time to time. Such interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

7. Delivery

The Supplier will deliver (and, where applicable, unload) the Goods at the stipulated address no later than the date for delivery stated in the Order, and within reasonable business hours (or at such time and place as may otherwise be agreed between the Parties). Time shall be of the essence of the Contract. The Company shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect and/or review them following completion or delivery. Following such inspection or review by the Company, the Company may either, accept the Goods, or, if the Company determines that the Goods do not conform with the requirements of the Contract, reject the Goods. Upon notice, Company may alternatively make inspection visit(s) at the site where the Goods are being designed or manufactured or services performed. Upon request, Supplier shall provide Company with written or verbal reports relating to the status of its performance hereunder. Neither inspection, testing, delivery nor payment for the Goods or services shall constitute acceptance thereof. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, the Supplier shall make a pro rata adjustment to the price for the Goods on the invoice. If the Company rejects the Goods or the Supplier fails to deliver the Goods by the applicable date, the Company shall be entitled to, as applicable:

- (i) require the Supplier to return, repair or replace the Goods, at its sole risk and expense;
- (ii) refund all Fees, expenses, payments, deposits, charges or similar already paid by the Company to the Supplier and waive any further payments of Fees relating to such rejected Goods;
- (iii) recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party; and/or
- (iv) claim damages for any additional costs, loss or expenses incurred by the Company in connection with the Supplier's failure to deliver the Goods in accordance with these Conditions.

8. Force Majeure

In these Conditions "**Force Majeure**" shall mean all unforeseeable and unavoidable events beyond the reasonable control of the Supplier, which prevent or delay, in whole or in part, the carrying out of its obligations (e.g. fire, flood, accidents, terrorism, war, riots, insurrection, civil disturbance, acts of government, governmental regulations) but excluding transportation difficulties experienced only by the Supplier and excluding strike, lock out or other labour disputes involving the Supplier's workforce or the workforce of one of the Supplier's subcontractors or own suppliers. If, by some reason of Force Majeure, delivery is delayed for any period (the "**Force Majeure Period**"), then the Supplier shall, promptly, and in any event, within seven (7) days of the occurrence of a Force majeure, give written notice to the Company of the cause, and the Company may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the Company's opinion in the circumstances. If the Force Majeure Period exceeds fourteen (14) days, the Company shall have the option, by written notice to the Supplier, to cancel the Order forthwith, in whole or in part, and shall have no liability for the whole or part so cancelled. If any Fees have been paid by the Company to the Supplier prior to the Force Majeure for Goods not delivered, such Fees shall be reimbursed to the Company in full within fourteen (14) days of cancellation of the Order by the Company.

9. Documentation

- 9.1 All correspondence must quote the Company's official Order number and job number.
- 9.2 Invoices must be sent to the Company at the address specified on the Order and marked for the attention of the Finance Department.
- 9.3 Advice notes must be sent to the Company for and with deliveries effected against the Order.
- 9.4 Statements must be sent to the Company at the address specified on the Order.
- 9.5 The Company will not be deemed liable for any interest which the Supplier may consider to have accrued where late payment is made in respect of any invoices which fail to comply with these Conditions.

10. Quality and Standards

- 10.1 It shall be a condition of the Contract that the Goods comply in all respects with all applicable laws, regulations, standards, industry codes of practice, the terms of the Contract and any statements, representations or undertakings made by the Supplier or its representatives and/or agents prior to the issue of the Order.
- 10.2 The Supplier:
 - 10.2.1 undertakes that all Goods supplied by it shall be of first class quality and fit for any purpose held out by the Supplier or made known by the Supplier to the Company, shall conform to the standards generally observed in the Suppliers industry, profession or trade, and shall be free from any defects in design, materials and workmanship (and shall remain so for at least twelve (12) months following delivery);
 - 10.2.2 warrants that any AI used in or incorporated into the Goods, or used to generate any part of the Goods (including but not limited to Contract IPR), is developed, tested, and deployed in accordance with good industry practice for AI ethics, safety, transparency, and bias mitigation, and that it does not contain or generate harmful, discriminatory, unlawful or infringing content;
 - 10.2.3 shall ensure that any data used to train or operate AI involved in the supply of Goods is lawfully sourced, free from intellectual property infringement, and processed in compliance with all Applicable Data Protection Law and Company's data privacy standards and policies as updated from time-to-time
 - 10.2.4 recognises that the Company has placed the Order relying upon the skill and expertise of the Supplier and any statements, representations or undertakings, whether written or oral, made by it;
 - 10.2.5 shall co-operate with the Company and comply with all reasonable instructions given by Company for the duration of this Contract;
 - 10.2.6 shall only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the obligations under the Contract are fulfilled;
 - 10.2.7 shall ensure that the Goods conform with all descriptions, standards and specifications as notified by the Company to the Supplier;
 - 10.2.8 shall provide all equipment, tools and vehicles as are required and use the best quality goods, materials, standards and techniques in order to deliver the Goods;
 - 10.2.9 shall obtain and maintain at all times for the duration of the contract, all licences and consents which may be required to deliver the Goods;
 - 10.2.10 warrants that at the time of delivery to Company that it shall convey good and merchantable title to all of the Goods; and

10.2.11 shall be aware of and comply with the requirements of the Company's 'Supplier Code of Conduct' (found on the Company's website www.imagination.com under "Key Policies & Statements") and shall instruct each of Supplier's personnel and each of its sub-supplier's personnel supplying Goods to the Company to be aware of and to comply with the requirements of the 'Supplier Code of Conduct'. Supplier shall be responsible for Supplier's and its personnel's breach of the Company's 'Supplier Code of Conduct'.

11. Passing of Property and Risk

Title in the Goods shall pass to the Company on delivery or, if earlier, as soon as they are allocated to the Contract, but without prejudice to any right of rejection. The risk in the Goods shall pass to the Company on delivery.

12. Intellectual Property Rights

12.1. All Background IPR is and shall remain the exclusive property of the Party owning it.

12.2. The Supplier warrants that its Background IPR does not infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

12.3. Any and all Goods prepared, conceived, discovered, developed or created by the Supplier in connection with performing the Contract, including any Contract IPR and all models, algorithms, datasets (including training, validation, and test datasets), and prompt engineering techniques used to generate or develop such Goods or Contract IPR, shall to the greatest extent possible, be deemed to be "work made for hire" and shall be owned by the Company. The Supplier hereby assigns to the Company with full title guarantee by way of present and future assignment all its right, title and interest in and to the Contract IPR.

12.4. The Supplier warrants that any output generated through the use of AI for the Goods, including Contract IPR, is original to the extent required for the intended use and does not infringe any third-party intellectual property rights, and that the Supplier has all necessary rights, licences and permissions to use and assign such AI-generated outputs to the Company

12.5. The Supplier shall procure the waiver in favour of the Company of all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Goods.

12.6. The Supplier hereby grants to the Company an irrevocable, royalty-free, non-exclusive, worldwide perpetual right and licence to use the Supplier's Background IPR included in the Goods and to sublicense the same to its clients and third parties for any purpose connected to the use of the Goods. .

12.7. The Supplier shall not include any third-party intellectual property (e.g., stock imagery, music, video, fonts, or open-source code) in the Goods without the Company's prior written consent. If consent is granted, the Supplier must, at its own expense, secure all necessary licences for the Company and its clients to use such materials for the intended purpose of the project.

12.8. The Supplier undertakes, at the Company's request and expense, to execute all deeds and documents which may reasonably be required to give effect to this Clause 12.

13. Cancellation

13.1. The Company shall be entitled to cancel the Order and/or the Contract at any time, effective immediately,

by giving written notice to the Supplier. Such notice may be given by email.

13.2. If the Company exercises this right of cancellation:

13.2.1. For Goods: The Company shall only be liable to pay the Fees for Goods that have been delivered to and accepted by the Company in accordance with clause 7 prior to the effective date of cancellation. The Company shall have no liability for any Goods not yet delivered, including but not limited to raw materials, work-in-progress, or finished inventory held by the Supplier.

13.2.2. For Services: Where the Order relates to the supply of services, the Company shall only be bound to pay a reasonable price for any work of first-class quality already completed by the Supplier, however, shall be free from all other liability.

13.3. If the Supplier has been paid the Fee (or any portion thereof) in advance of its provision of the Goods, and those Goods were not provided (or were not delivered and accepted) either in whole or in part, then the Supplier must refund to the Company such excess of the Fees paid in advance for the undelivered Goods within ten (10) business days of the Company's cancellation.

14. Consequences of cancellation

14.1. On cancellation or expiry of the Contract, the Supplier shall promptly return all property belonging to the Company or its client and deliver all Goods and deliverables (whether or not then complete) to the Company. If the Supplier fails to do so, the Company shall be entitled to enter the premises of the Supplier to take possession of such property and/or deliverables and/or Goods. Without prejudice to the foregoing, the Supplier shall maintain the confidentiality of any materials or deliverables in its possession until returned to the Company, or destroyed, as may be instructed by the Company.

14.2. Cancellation of the Contract shall not affect any of the Parties' rights and remedies that may have accrued prior to cancellation, including the right to claim damages in respect of any breach of the Contract arising at or before the date of cancellation.

14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after cancellation or expiry of the Contract shall remain in full force and effect.

15. Liability

15.1. The Supplier shall be liable for, and shall indemnify and hold the Company, its affiliates, subsidiaries and its and their employees and other staff (collectively, the "Company Group") harmless against:

15.1.1. all demands, actions, costs, claims, proceedings, losses, damages, expenses (including legal costs and expenses) and liabilities of whatever kind ("Losses") suffered or incurred by each and any of the Company Group, any client of the Company Group or a third party arising directly or indirectly by reason of:

(i) any breach or failure in due or proper implementation by the Supplier of the provisions of the Contract; and

(ii) without prejudice to the generality of the foregoing the act, default or omission of the Supplier, its employees, subcontractors or agents or by faulty design, workmanship or materials; and

15.1.2. all costs and expenses incurred by the Company in doing anything or carrying out any works or operations in order to minimise or avoid any such Losses which may from time to time occur, or which the Company may from time to time anticipate to be likely to occur, including any product recall.

- 15.2 The Supplier shall be liable for, and shall indemnify and hold the Company Group harmless against all Losses suffered or incurred by each and any of the Company Group, any client of the Company Group or a third party arising directly or indirectly by reason of:
- 15.2.1 any actual or alleged bias, discrimination, privacy violation, or harmful content generated by AI used by the Supplier in connection with the Goods, including any Contract IPR;
- 15.2.2 any inaccurate, misleading, or erroneous outputs from AI used by the Supplier, where such outputs lead to Losses for the Company Group or its clients;
- 15.2.3 any failure by the Supplier to comply with AI Laws, good industry practice for AI, or any ethical AI guidelines provided by Company;
- 15.2.4 any security vulnerabilities or breaches arising from the design, development, or deployment of AI used in the Goods.
- 15.3 Without prejudice to the generality of the foregoing, the Supplier shall be liable for, and shall indemnify and hold each and any of the Company Group harmless against all Losses relating to or arising out of the death or injury of any person in connection with the performance of the Contract (save only to the extent that such Losses are caused by the negligent act or omission of the Company Group).
- 15.4 The Supplier shall provide to the Company Group and its insurers such assistance as the Company Group may reasonably require in connection with any such demands, actions, proceedings or claims (collectively, "**Claim(s)**").
- 15.5 The Supplier shall be liable for and shall indemnify and hold each and any of the Company Group harmless against all Losses suffered or incurred by the Company arising out of or in connection with any Claim alleging that the Goods infringe any intellectual property rights belonging to a third party and shall indemnify the Company Group against all litigation costs and damages (including legal costs) which the Company Group may incur in connection with any Claim for such infringement or for which any such person may become liable in any such Claim.
- 15.6 This Condition shall continue in full force and effect notwithstanding cancellation or expiry of the Contract by either Party.
16. Health and Safety: Corporate Responsibility
- 16.1. The Supplier shall be responsible for the health and safety of all persons engaged in the supply of the Goods and for all persons who may be affected by its activities. The Supplier shall procure that all works undertaken by it, and that the Goods supplied by it, comply with all of the Company's safety regulations and procedures and with applicable safety legislation, including (without limitation) the Health and Safety at Work etc. Act 1974 and any other health and safety legislation applicable to the Goods being delivered.
- 16.2. The Supplier warrants that it has the competence to perform the duties described in Clause 16.1 and that it will fully and properly perform those duties.
- 16.3. The Supplier shall promptly report any accident occurring on the Company's premises to one of the Company's supervisors and shall record the same in the Supplier's Accident Book or similar.
- 16.4. In connection with the supply of the Goods and/or the Contract, the Supplier warrants that:
- (i) it shall not use child labour (including, without limitation, in the manufacturing or packaging of the Goods). The term "*child*" refers to a person younger than the age of completing compulsory education but in no case shall a person younger than the age stipulated by local laws be employed in the manufacturing of the Goods;
- (ii) it shall provide employees and/or other staff with a safe and healthy workplace in compliance with all applicable Laws. Supplier agrees to provide the Company with all information Company may request about the manufacturing or packaging facilities for the Goods;
- (iii) it shall only employ persons whose presence is voluntary. Supplier agrees not to use prison labour, or to use corporal punishment or other forms of mental or physical coercion as a form of discipline of its employees or other staff. Supplier shall ensure that no slavery or human trafficking is occurring within its supply chain or operations and, where applicable, it complies with the UK Modern Slavery Act 2015;
- (iv) it shall comply with all applicable wage and hour laws, including minimum wage, overtime and maximum hours. Supplier agrees to engage in fair employment practice as defined by applicable laws;
- (v) it shall not discriminate in its hiring and employment practices on grounds of race, religion, national origin, political affiliation, sexual preference or gender;
- (vi) it shall comply with all applicable anti-bribery laws and adhere to the Company's Bribery Policy (as is hereby notified to the Supplier at Clause 24) and, without prejudice to the generality of the foregoing, where applicable, to comply with the Foreign Corrupt Practices Act and/or the provisions of the UK Bribery Act 2010 (the "**Act**"), and to effect and maintain at all times adequate procedures designed to prevent persons associated (as defined in Section 8 of the Act) with the Supplier undertaking conduct described in Section 7(1) of the Act;
- (vii) it shall comply with all applicable anti-corruption and anti-terrorist financing laws (including, where applicable, the Criminal Finances Act 2017) and maintain at all times reasonable prevention procedures to prevent the facilitation of tax evasion;
- (viii) it shall have all necessary licences, work permits, visas, passports and/or authorisations required to supply the Goods under the applicable laws and regulations of the country in which the Goods are to be supplied; and
- (ix) it shall be liable for and indemnify and hold any and each of the Company Group harmless against, all Losses suffered or incurred by the Company Group, any client of the Company Group and/or any third party in connection with, or arising from, any breach or failure in due or proper implementation by the Supplier of its obligations under this Clause 16.
17. Insurance
- 17.1. During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, the following policies with limits of indemnity of not less than five million pounds (£5,000,000) or the equivalent local currency amount, in respect of any one claim or incident:
- 17.1.1. Public liability insurance (or Commercial General Liability in the US).
- 17.1.2. Professional indemnity insurance (or Errors and Omissions/E&O in the US) (This is mandatory for all Contracts involving professional or advisory services, or the design/development of Goods, including AI-related services).
- 17.2. The Supplier shall also maintain insurance policies that are reasonably expected as best practice in the Supplier's industry, including but not limited to: Employers' liability insurance (and Workers' Compensation insurance as required by applicable local law), Product liability insurance to cover liabilities arising from the Goods and any other insurance necessary to cover liabilities under or in connection with the Contract.

- 17.3. Upon the Company's reasonable request, the Supplier shall produce insurance certificates detailing the cover and the receipt for the current year's premium for each policy.
18. Visits
The Company shall be entitled to make reasonable visits to any or all of the Supplier's premises for the purpose of inspecting or testing the Goods or work in progress and shall give not less than 48 hours' notice in writing of such visits.
19. Confidentiality
19.1. Without prejudice and in addition to any confidentiality agreement(s) between the parties, the Supplier shall hold as confidential all information, details, specifications, drawings, materials and any other matter relating to the Goods or to the Company or its client(s) whatsoever (including information concerning the business, affairs, customers, clients or suppliers), ("**Confidential Information**") whether written, oral or howsoever recorded, and shall not disclose the same or any of the same to any other person except such of its employees and permitted subcontractors, suppliers and/or agents as is necessary for the performance of its obligations under the Contract.
19.2. All documentation, materials, drawings deliverables, and/or other mediums containing such Confidential Information, and any copies thereof, shall at all times remain the property of the Company and shall upon completion of the Contract, or its cancellation for any reason, be returned to the Company promptly, and in any case, within ten (10) days of delivery of the Goods or cancellation.
19.3. This Clause shall continue in full force and effect notwithstanding cancellation or expiry of the Contract by either Party.
20. Announcements and Publicity
The Supplier shall not make or issue any announcement relating to the existence or subject matter of the Contract or to the fact that the Company is a customer of the Supplier or use the Company's or its client's logo or branding without the prior written approval of the Company.
21. Data Protection
21.1 Supplier shall at all times comply with all applicable privacy and/or data protection laws, including the General Data Protection Regulation (EU) 2016/679 (**GDPR**), the retained EU law version of the GDPR in force in the UK from time to time (**UK GDPR**), the UK Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and in Australia The Privacy Act 1988, each as amended, modified or updated from time to time ("**Applicable Data Protection Law**"), when processing personal data in connection with this Contract. Where the Supplier processes "*personal data*" (as defined under Applicable Data Protection Law), the Supplier agrees that it shall only process such personal data in compliance with Applicable Data Protection Law. Further, where the Supplier acts as a *data processor* (as defined under Applicable Data Protection Law), the Parties acknowledge and agree to enter into a separate "*Data Processing Agreement*", in the form prescribed under the Applicable Data Protection Law, and as agreed between the Parties.
21.2 Subject to the provisions of clause 23.1.2, if AI is used to process personal data, the Supplier must ensure such data is fully anonymized, pseudonymized, or de-identified where appropriate, and that all necessary consents or legal bases for processing are in place for training and operation, and the Supplier shall ensure that AI used for processing personal data are designed with privacy-by-design principles and regularly assessed for data protection risks (e.g. Data Protection Impact Assessments where required).
22. Information Security
The Supplier shall at all times comply with the terms of the Company's Supplier Information Security Requirements Policy and immediately report any security events, incidents and cybercrime attacks to:
securityincidents@imagination.com
23. AI
23.1 For Goods intended to be provided in the EU and/or to EU markets ("**EU Goods**"), the Supplier shall comply with the following obligations regarding AI and represents, warrants and undertakes that it shall not engage in:
23.1.1. any prohibited practices as classified in Regulation (EU) 2024/168 of the European Parliament and of the Council of 13 June 2024 (the "**EU AI Act**"), or any similar or equivalent laws in any other applicable jurisdiction ("**AI Laws**");
23.1.2. without the prior written consent of Company, any use of AI which is high risk as classified by the EU AI Act ("**High Risk AI System**"), namely:
(i) any AI that may be used by, interact or otherwise interface with any third parties, including customers, consumers or suppliers of Company, its Affiliates or its clients or that may interface with or connect to any systems used by any of them;
(ii) any AI that processes personal data; or
(iii) any AI that is capable of being used to make decisions about natural persons or for the purpose of profiling high-risk AI
23.2 In respect of any AI used by the Supplier to deliver any part of the Goods including any Contract IPR, the Supplier shall:
23.2.1 not, and shall ensure that its personnel, employees, officers, representatives, advisers, agents or subcontractors shall not, input, upload, or otherwise make available any Confidential Information to any AI unless the AI is an enterprise version or an equivalent private environment compliant with the confidentiality and data security provisions set out in this Agreement or in any confidentiality agreement(s) signed between the Parties;
23.2.2 be responsible for the functionality, operation, control, maintenance and performance of the AI and any breach of Contract caused by the AI shall be deemed to be a breach by the Supplier;
23.2.3 be fully responsible and liable for the effects, operations, behaviours, and other acts and omissions of, and for Goods performed by or facilitated with, the AI, including acts or omissions that are not in compliance with the Supplier's duties or obligations under the Contract; and
23.2.4 maintain logs of all Inputs used to prompt AI and promptly provide copies of such logs to Company on request (EU Goods only);
23.2.5 ensure that all outputs of AI are meta-tagged and/or labelled as being produced by AI in accordance with AI Laws, good Industry practice and any tagging and/or labelling protocols provided by Company to Supplier from time-to-time (EU Goods only).
24. Policies
The Policies referred to in these Conditions and the Company's 'Supplier Code of Conduct' can be found on the Company's website www.imagination.com under "**Key Policies & Statements**". It is incumbent on the Supplier before commencing work under the Contract to inspect the Policies on the Company's website to ensure that the Supplier is complying

with the current version of the Policies. By supplying Goods to Company, Supplier is deemed to have accepted the conditions in the Policies.

25. Audit

25.1. The Supplier shall maintain complete and accurate records of, and documentation supporting, its performance of its obligations under the Contract and of all amounts which may be chargeable to the Company pursuant to the Contract ("**Records**"). The Records shall be retained for inspection by the Company for 5 years following the end of the Contract.

25.2. The Supplier shall allow the Company and any auditors of, or other advisers to, the Company at any time during the Contract and for a period of 5 years after the end of the Contract to access any of the Supplier personnel, premises and Records as may be reasonably required in order to:

25.2.1. identify suspected fraud or other malpractice;

25.2.2. verify the accuracy of the charges invoiced by the Supplier to the Company; and/or

25.2.3. verify that the Goods are being (and/or have been) provided, and all obligations of the Supplier are being (and/or have been) performed, in accordance with the Contract including verification of the Supplier's compliance with its AI-related obligations and warranties under this Contract, and to review documentation related to AI, training data, and performance testing, AI models, training datasets, and development environments (with appropriate safeguards and confidentiality) can be requested for audit purposes if deemed necessary for verifying compliance or investigating issues.

26. No partnership or agency

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. The persons performing the services hereunder are not employees of Company. Supplier has and hereby retains, except as set forth herein, the right to exercise full control of obligations hereunder and full control over the employment, direction, compensation, and discharge of all employees, agents, and subcontractors assisting in the performance of such obligations. Supplier will be solely responsible for all matters relating to payment of such employees, including compliance with worker's compensation, unemployment and disability insurance, social security withholding, and all such matters. Supplier will be responsible for the acts of Supplier and the acts of all agents, employees, and contractors employed by Supplier during the performance of Supplier obligations under a Contract.

27. Third-Party Rights

This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or any other contractual rights to enforce any term of the Contract.

28. Assignment

28.1. The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

28.2. The Supplier shall not assign, transfer mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract, without the prior written consent of the Company.

29. Notices

Except as otherwise required by law or provided herein or in an Order, all notices, requests, submissions, or other transmittals provided pursuant to this Contract ("**Notices**") shall be in writing and sent:

(i) by overnight courier service (including DHL, Federal Express or UPS) with delivery receipt and shall be effective on the date which such Notice is sent; or

(ii) by registered or certified mail, return receipt requested, and shall be effective three (3) days after the date on which such Notice is deposited, properly addressed in a UK, U.S. or other national post office, with postage prepaid; or

(iii) by email and shall be effective at the time of transmission. The Supplier understands and acknowledges that the Company's registered email address for Notices is: Legal@Imagination.com. However, for any dispute related matters, the Supplier will ensure to issue the Notice to the Company by using the means mentioned under (i) and (ii) above, with the exclusion of email. Otherwise, any such Notice will be deemed not duly served.

Either Party may change its address for payment, notice, or otherwise by notifying the other in writing.

30. Law

For Contracts with an Imagination entity other than Imagination The Americas, Inc. the Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

For Contracts with Imagination The Americas, Inc., the Contract shall be deemed to be a contract made under the laws of the State of New York without giving effect to any choice of conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal suit, action, or proceeding arising out of or related to the Contract shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the city of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

The UN Convention on Contracts for the International Sale of Goods is specifically excluded from any Contract. Supplier consents to service by any of the means for delivery of notice as set forth in Clause 29.

Last updated: May 2026