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# Norton Rose Fulbright additional terms of purchase for goods and services

June 2017

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We<sup>1</sup> are authorised and regulated in the conduct of our affairs by our regulator and we require certain fundamental rights to fulfil the professional regulations applicable to us. Accordingly, we require the same levels of commitment to fulfil our professional regulations from our suppliers.

Notwithstanding any other terms agreed between us and our suppliers for the delivery of goods and services our suppliers are required to comply with the terms 1 to 4 set out below (together these *Terms*). In the event of any difference or inconsistency between these Terms and any other terms agreed between us and our suppliers these Terms will prevail. Provided we have made you<sup>2</sup> aware of these Terms the subsequent delivery of goods or services by you shall constitute acceptance of these Terms whether or not your acceptance has been communicated to us.

## 1. Norton Rose Fulbright Policies

**(a) Supplier Charter:** You shall comply with the principles applicable to our suppliers published on the Norton Rose Fulbright website (<http://www.nortonrosefulbright.com/about-us/supplier-charter/>).

**(b) Information security:** You shall: (i) if the provisions of goods or services to us requires the use of hardware or software, maintain current security measures (such measures being no less stringent than accepted industry standards or which would reasonably and ordinarily be expected from a skilled and appropriately experienced supplier providing goods or services of the same or similar type under the same or similar circumstances, and consistent with the requirements of law) to prevent unauthorised access to your systems, protection of data and protection against malicious code; and (ii) where the provisions of goods or services to us requires the use of our hardware, software or systems, adhere to our acceptable use policies which can be made available on request. Any security incidents or identified weaknesses which could impact our data, reputation, or revenue should be reported to your point of contact with us and with the additional request that such point of contact pass the information to our IT Service Desk.

**(c) Publicity:** You shall not (and shall procure that each of your agents, advisers, consultants, contractors, subcontractors does not) disclose in your advertising, referral or publicity material (including any electronic media) the existence of or the terms of your relationship with us or Our Entities without our prior written consent (which may be withheld in our sole and absolute discretion). You agree not to use any current or previous trademarks or names owned or used by any Our Entities, except as expressly permitted in the terms of any agreement between us to enable provision of goods or services to us, without our prior written consent (which may be withheld in our sole and absolute discretion). These requirements will survive any expiry or termination of these Terms and any other terms agreed between us.

**(d) Site visits:** Where services provided require attendance at our premises, you shall procure all persons attending: (i) shall be supervised at all times (except in public or visitor areas), with the responsibility lying with both parties for such supervision to take place; (ii) shall comply with our policies and procedures notified to them; and (iii) if requested by us enter into confidentiality undertaking with us on our standard terms.

<sup>1</sup> Norton Rose Fulbright has approximately 4000 lawyers and offices in more than 50 cities worldwide. Norton Rose Fulbright is a global law firm. Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc. (each a *member*) are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein (the Verein). The Verein helps coordinate the activities of Norton Rose Fulbright members but does not itself provide legal services to clients. Where we refer to (*we, us, our*) in these Terms we are referring to Norton Rose Fulbright LLP, The Verein, the Norton Rose Fulbright members from time to time of the Verein, and Norton Rose Fulbright Development Holdings Limited, Norton Rose Fulbright Australia Services Pty Ltd, Services OR LP/SEC a limited partnership established in Canada, and in every case their respective affiliates or subsidiaries from time to time are together *Our Entities*.

<sup>2</sup> You: Where we refer to (*you, your*) in these Terms we are referring to you, the person providing goods or services to us

## 2. Data protection

In so far as you process any information relating to an identified or identifiable natural person (Personal Data) on our behalf you shall: (i) process the Personal Data only in accordance with these Terms and for the purpose of performing your obligations under these Terms and any other terms agreed between us, our instructions and having regard to the provisions of any applicable privacy or data protection laws; and (ii) take appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, any Personal Data which you process on our behalf.

## 3. Records and audit rights

You shall maintain complete, accurate and up to date records pertinent to the performance of your obligations to us under these Terms and any other terms agreed between us and you shall retain such records for six years from the termination or expiry of any terms agreed between us. As a regulated entity we may require rights of access for us and our auditors (e.g. our professional bodies or law enforcement agency) to carry out audit tasks (including verification of compliance with paragraph 4 (Confidentiality), paragraph 1(a) (Supplier Charter including working conditions), paragraph 1(b) (Information security), and paragraph 2 (Data protection)) which relate to these Terms and any other terms agreed between us. You shall use reasonable endeavours to ensure access to premises, personnel, equipment and other support as reasonably required for such tasks. These requirements will survive any expiry or termination of any terms agreed between us.

## 4. Confidentiality

You hereby undertake to us that you shall (and you shall procure that your agents, advisers, consultants, contractors, subcontractors respectively) keep confidential any Confidential Information<sup>3</sup> and shall not use for your own business purposes or disclose to any third party any such Confidential Information except to the extent necessary to carry out your obligations under these Terms and any other terms agreed between us without our consent unless (i) required to be disclosed by any law (including any order of a court of competent jurisdiction) or the rules of any stock exchange, whether or not having the force of law (but, if not having the force of law, compliance with which is in accordance with the general practice of persons subject thereto); or (ii) necessary to be disclosed to your professional advisers in which case you shall use all reasonable endeavours to procure that such advisers keep such information confidential on terms equivalent to these confidentiality provisions. You acknowledge that to the extent any Confidential Information is covered or protected by legal privilege, the disclosing of such Confidential Information to you does not constitute a waiver of privilege or any other rights which Our Entities or a client of Our Entities may have in respect of such Confidential Information. You agree that damages may not be an adequate remedy for any breach of these confidentiality provisions and we shall be entitled (without prejudice to our other rights and remedies) to the equitable remedies of injunction and specific performance. These confidentiality provisions will survive any expiry or termination of any agreement between us.

<sup>3</sup> Confidential Information means all information or data in any format (including in written, oral, visual or electronic form) obtained by you directly or indirectly from us or any other of Our Entities relating to Our Entities or to the clients, customers, members, partners, personnel, business, finances, assets, operations, know-how, strategy or affairs of any of Our Entities, as the case may be, and any information or data required under or pursuant to these Terms and any other terms agreed between us, and which, in consequence of the negotiations relating to these Terms and any other terms agreed between us or the exercise of your rights or performance of your obligations under these Terms and any other terms agreed between us, acquired by or on behalf of you at the offices or other premises or through access to any IT systems of any of Our Entities and whether before or after the date of these Terms and any other terms agreed between us other than any information which is publicly available or becomes publicly available otherwise than as result of a breach of the confidentiality provisions in these Terms; lawfully in your possession prior to its disclosure to you by us; received by you from a third party who is under no obligation of confidentiality to us; or independently acquired by you as the result of work carried out by an employee or agent to whom no disclosure of such information had been made.