

Agreement for Second Party Assessment Services

1. Definitions

The following terms, whether in the singular or plural thereof, shall have the meanings ascribed to them below.

- “**Auditor**” means SAI Global’s employees, agents and contractors who perform the Services.
- “**Client**” means the company or organisation acquiring the Services.
- “**Commercial Terms Agreement**” means the document describing in detail the basis upon which the Services will be supplied.
- “**Second Party Assessment Services**” or “**Services**” means the services rendered by SAI Global or its agents and contractors in order to assess the Client’s or Client’s supplier’s ability to comply with the Client’s written procedures and assessment criteria and standards set forth in the Commercial Terms Agreement.
- “**SAI Global**” means the SAI Global contracting party identified in the Commercial Terms Agreement or any other affiliate of each of them.
- “**Site**” means the location of Client’s or Client’s supplier’s facility at which SAI Global will perform the Services.
- “**Standard(s)**” means Client’s written procedures and assessment criteria and standards as identified in the Commercial Terms Agreement.

2. Fees

- 2.1. The Client agrees to pay the fees set forth in the Commercial Terms Agreement. SAI Global shall be under no obligation to refund fees paid by the Client in the event of cancellation of this Agreement. Fees outlined in the Commercial Terms Agreement will increase 3% per year for multiple year agreements.
- 2.2. A postponement fee will be assessed and which Client agrees to pay unless SAI Global receives at least 30 days advance notice of the postponement or cancellation of a confirmed audit. Changes to scheduled and confirmed audit dates with less than thirty (30) days but greater than fifteen (15) days’ notice will be subject to a postponement fee of 50% of the audit fee. Changes to scheduled and confirmed audit dates with less than fifteen (15) days’ notice will be subject to a postponement fee of 100% of the audit fee. In addition, confirmed and non-refundable travel related expenses and change fees will be applied.
- 2.3. Travel related expenses will be charged at cost plus a 10% administration fee or as otherwise described in the Commercial Terms Agreement. The Client may choose to handle all travel arrangements and travel related costs at their expense.
- 2.4. Use of personal vehicles will be charged at the government published mileage rate.

3. Second Party Assessment Services

- 3.1. SAI Global agrees to provide the Services identified in the Commercial Terms Agreement subject to the provisions of this Agreement.
- 3.2. The Client agrees to provide SAI Global’s employees, agents, contractors and partners with all information, co-operation and assistance required to complete the Services.

4. Termination of this Agreement

- 4.1. SAI Global may terminate this Agreement for convenience upon thirty (30) days written notice.
- 4.2. Either party may terminate this Agreement upon written notice if the other party breaches any material provisions of this Agreement which following prior written notice remains uncured for 15 days or if a party becomes insolvent or bankrupt in accordance with local law.

5. Confidential Information

- 5.1. “Confidential Information” means any non-public information including (i) technical information including but not limited to inventions, know-how, trade secrets, methods, techniques, processes, designs, drawings, diagrams, software, computer code, the structure, sequence and organization of software, formulae and analysis; and (ii) business information including but not limited to proposals and statements of work, price lists, Client lists, cost analyses, reports, surveys and market information and data whether communicated in tangible or intangible form.
- 5.2. Confidential Information shall be kept in confidence by the receiving party using the same degree of care as such party uses to prevent unauthorized disclosure of its own Confidential Information, but in any event not less than a reasonable degree of care, and the receiving party shall not disclose such Confidential Information to third parties nor use it except to carry out the purposes of this Agreement. This obligation of confidentiality shall not apply to information which (a) is or becomes in the public domain through no breach by the receiving party; (b) is previously known or independently developed by the receiving party; (c) is learned by the receiving party from a third party entitled to disclose it; or (d) is required to be disclosed by operation of law, provided that the receiving party shall use reasonable efforts to notify the disclosing party prior to disclosure.

6. Limited Warranties and Disclaimers

- 6.1. SAI GLOBAL REPRESENTS AND WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. SAI GLOBAL MAKES NO OTHER WARRANTY OR REPRESENTATION. SAI GLOBAL SPECIFICALLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

- 7.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE PERFORMANCE OF, OR FAILURE TO PERFORM, ANY OBLIGATIONS HEREUNDER, WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, BUT EXCLUDING INDEMNIFICATION.
- 7.2. SUBJECT TO CLAUSE 7.3 BELOW, SAI GLOBAL’S CUMULATIVE LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE ANNUAL FEES PAID BY CLIENT TO SAI GLOBAL UNDER THE ORDER FORM GIVING RISE TO THE CLAIM WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.
- 7.3. Neither party’s liability shall be excluded or limited in respect of; i) death or personal injury arising out of negligence, ii) fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.

8. Anti-Bribery and Corruption

8.1 Conflict of Interest. Except as permitted in their respective policies, neither party, nor their employees, consultants or agents shall: (i) give to or accept from any director, employee or agent of either party or their affiliates in connection with the Services, any gift, entertainment or other benefit of significant cost or value, or any commission, fee or rebate; or (ii) enter into any business arrangement with any director, employee or agent of either party or its affiliate intended to directly or indirectly influence the decision to enter into this Agreement, without giving prior written notice to the other party.

8.2 Improper Influence. Neither party nor its employees, consultants or agents may offer or make any payment, or offer or give anything of value to any Government Official, any immediate family member of a Government Official or any political party to influence the Government Official's or organisation's decision, or to gain any other advantage for either party or anyone else directly or indirectly arising out of performance of this Agreement. In addition, neither party nor its employees, consultants or agents shall, relating to performance of this Agreement, offer or make any payment or offer or give anything of value to any person, if the provider knows or has reason to believe that any portion of the payment or gift will be given directly, indirectly or through a third party to any Government Official, any immediate family member of any Government Official or any political party.

8.3 Reporting Violations, Reimbursement and Termination. Both parties agree to immediately notify the other party of any violation of this section.

9. General

- 9.1. Neither SAI Global nor any of its employees, contractors and agents shall be deemed to be employees of Client and SAI Global shall be solely responsible for payment of compensation to all of SAI Global's employees, contractors and agents and as to them, shall maintain in force, at its sole cost and expense, any worker's compensation insurance coverage required by law.
- 9.2. Except as expressly stated herein, there is no intention by either party to exchange or license intellectual property pursuant to this Agreement. Any such exchange or license will require an executed amendment to this Agreement.
- 9.3. No party is liable for any failure to perform or delay in performing its obligations under this Agreement if that failure or delay is due to flood, fire, earthquake or other occurrence beyond that party's reasonable control (a force majeure event). If that failure or delay exceeds 60 days, the other party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 9.4. If any part of this Agreement is held to be unenforceable in any jurisdiction, the validity of the remaining parts shall be unaffected, and the unenforceable part shall be rewritten to reflect as closely as possible the intent of the parties.
- 9.5. A waiver of any breach of this Agreement shall not constitute a waiver as to future breaches.
- 9.6. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified except in writing signed by both parties. Client may use its form of purchase order for convenience but may not vary the terms of this Agreement thereby. This Agreement shall supersede any conflicting on-line terms that may appear on SAI Global's Internet Site. This Agreement shall be governed by Italian law and subject the exclusive jurisdiction of the Italian courts.
- 9.7. Nothing in this Agreement shall be deemed to create an agency, joint venture or partnership relationship between the parties.
- 9.8. Notices shall be given in writing to the addresses set forth in the Commercial Terms Agreement or to such other address as may be notified by either party to the other, delivered by hand or by overnight delivery by a nationally recognized carrier, and shall be deemed received upon delivery.
- 9.9. This Agreement may be executed in counterparts, all of which shall be deemed to constitute one agreement. When the authorized representative of either party signs this Agreement, a copy, duplicate, electronic file or facsimile of such signed Agreement shall have the same force and effect as one bearing an original signature.
- 9.10. All provisions of this Agreement that expressly or by implication are intended to survive the termination or expiration of this Agreement shall remain in force according to their terms.
- 9.11. SAI Global and the Client acknowledge that they have required that this Agreement and all documentation, notices and judicial proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English.