

Sedex Terms and Conditions (“Ts and Cs”)

1.	Structure of the Agreement
1.1	When you sign an Order Form or sign up via Our Supplier Registration Process for one or more of our Products or Services , these Ts and Cs form part of the Agreement between you and us .
1.2	These Ts and Cs apply to all our Products and Services , but there may be additional, specific terms or alternative terms relating to particular Products or Services , including, but not limited to any additional terms which are set out in the Schedules or Exhibits to these Ts and Cs , an Order Form , or in a Statement of Work or the Supplier Registration Process . Where those terms are different to the Ts and Cs , it will be those terms in the Order Form , Statement of Work or Supplier Registration Process that both of us will rely on to interpret the Agreement between us.
1.3	Words in bold have certain meanings which are either defined within the limited sections they apply to or are set out at the end of these Ts and Cs in Schedule 1.
2.	Your Licence to use our Products and/or Services and Sedex/SIEL Marks
2.1	For the Term set out in the Order Form , Statement of Work or Supplier Registration Process we grant You a non-exclusive, non-transferable licence to use the Products or Services , and any SIEL Marks in accordance with this Agreement .
2.2	Unless you are permitted in the Order Form , Statement of Work or Supplier Registration Process or have agreed in writing with us , you will not and will not try to: <ul style="list-style-type: none"> 2.2.1 sublicense, publish, transmit, transfer, sell, copy, reproduce, distribute, display, modify, alter or in any way exploit any Products, Services or any portion of a Product or Service or SIEL Marks. 2.2.2 reverse-engineer, decompile, disassemble, reverse compile, create derivative works of, or attempt to derive the source code of, the Products or Services. 2.2.3 distribute, share, publish or otherwise make available any Product, Service, SIEL Marks or IP or any portion of a Product or Service, SIEL Marks or SIEL IP to anyone else; or 2.2.4 charge a fee for providing a Product, Service or any portion of a Product or Service, SIEL Marks or SIEL IP to anyone else.
2.3	When the Agreement terminates, the licence you have been granted in Clause 2.1 above shall terminate unless the Order Form , Statement of Work or Supplier Registration Process allows You to continue to use a Product , Service or output from a Product or Service , SIEL Marks or SIEL IP .
3.	Our Licence to use Customer Content and Customer Marks and use Your Name and Logo
3.1	You grant us a perpetual, non-exclusive, non-transferable licence to use, process, access and transmit the Customer Content and any Customer Marks to provide, develop, maintain, deliver, monitor and improve our Products and Services .
3.2	You grant us the right to promote and display your company using the company name and logo, as a Sedex Customer on the Sedex website and in our periodic newsletter, social

	media platforms and other communications and marketing and to act as a reference for us where reasonably requested by us to do so.
4.	Our Obligations to You
4.1	We will provide all Products and Services with all reasonable care and skill and in accordance with the Terms of this Agreement.
4.1	Where we use third parties in the provision, development, maintenance, delivery, monitoring and improvement of our Products and Services we will be responsible for their actions.
4.2	We may from time to time make modifications to our Products and/or Services . In the very unlikely situation where we expect those modifications may have a material impact on you (" Material Modifications "), we will use all reasonable endeavours to notify you in advance of the Material Modifications and the likely impact they will have on you .
5.	Payment Terms
5.1	You will pay the Fees as set out in the Order Form, Statement of Work or Supplier Registration Process . All Fees are exclusive of any applicable value added tax or other sales taxes which will be added to our invoices at the applicable rate.
5.2	You will pay all Fees without any set-off, deduction or withholding.
6.	Intellectual Property ("IP") Ownership
6.1	You remain the owner of all intellectual property rights in any Customer Content or Customer Marks that you provide to us or upload into our Products or Services
6.2	We remain the owner of intellectual property rights in the Products, Services, SIEL IP and SIEL Marks .
7.	Liability
7.1	Neither you or we exclude or limit liability for: 7.1.1 Personal injury or death, 7.1.2 Fraud or fraudulent misrepresentation, or 7.1.3 Any other liability which cannot be excluded or limited under the Governing Law .
7.2	Subject to Clause 7.1 , neither of us will be liable to the other for any of the following: 7.2.1 Loss of profits, 7.2.2 Loss of sales, 7.2.3 Loss or corruption of data, 7.2.4 Business interruption, or 7.2.5 Any other indirect, special or consequential loss or damage.
7.3	Apart from the liabilities set out in Clause 7.1 and our responsibilities to each other as set out in Clause 8 of this Agreement , we both agree that it is fair and reasonable to set a cap on our liability to each other under and in connection with this Agreement , and we both agree the amount of that liability cap shall be no more than an amount equal to the amount paid by you , under any relevant Order Form, Statement of Work or in the case of Suppliers in respect of any relevant Site(s) of Employment in the year preceding the date either of us makes a claim against the other.

8.	Indemnity Obligations: Our Indemnity to You
8.1	We will, at our own expense, defend you , from and against any and all third party claims, demands or legal proceedings and shall pay any and all damages, losses, liabilities, taxes, penalties, fines, charges, costs and expenses (including reasonable legal fees) (collectively, "Losses") incurred by you that arise from or relate to an allegation that our Products, Services or SIEL Marks infringe that third party's specific patent, trademark or copyright, or misappropriate that third party's trade secret or other intellectual property right.
8.2	How We Will Handle Third Party IP Infringement Claims
	If a third party claim is made or appears likely to be made, we may choose: (i) to procure for you the right, without additional cost to you , to continue to use the Product, Service or SIEL Marks ; (ii) to replace, at our cost, the Product, Service or SIEL Marks or any portion of them, with a Product, Service or SIEL Mark that functions substantially in accordance with the specifications of the affected portion of the Product, Service or SIEL Mark ; (iii) to modify the Product, Service or SIEL Mark so that they do not infringe or misappropriate, provided that the Product, Service or SIEL Mark , as modified, continues to perform substantially in accordance with the applicable specifications; or (iv) to terminate this Agreement and to pay to you a refund of any prepaid fees paid under it through the remaining portion of the then-current term.
8.3	This Clause 8 sets out our entire obligation to you with respect to any claim to infringement or misappropriation.
9.	Indemnity Obligations: Your Indemnity to Us
	You will, at your expense, defend us from and against any and all third party claims, demands or legal proceedings and shall pay any and all Losses incurred by us arising from or relating to your use of the Products, Services or SIEL Marks or any other SIEL IP or content made available to you by other users of the Products and Services under this Agreement.
10.	Conditions to Indemnification
10.1	We will both comply with the conditions set out this Clause 10 . If one of us is making a claim for indemnification under this Agreement the party seeking indemnification (the "Indemnified Party") shall: 10.1.1 Promptly notify the other party (the "Indemnifying Party") in writing of the claim; 10.1.2 Allow the Indemnifying Party to control, and reasonably cooperate with Indemnifying Party in, the defence of the claim and any related settlement negotiations, and 10.1.3 In no event, agree to, or authorise settlement of, any such claim without the Indemnifying Party's prior written agreement.
10.2	We both agree that we have a duty to each other to mitigate Losses claimed under Clause 8 and 9 by taking appropriate and reasonable actions to reduce or limit the amount of such damages either party might be exposed to.
11.	Confidentiality
11.1	We both agree that we will not disclose any information which we receive from each other, which has been identified as confidential or proprietary or the nature of which is

	clearly confidential or proprietary (" Confidential Information ") or make any use of any such Confidential Information other than for the purposes of performance of the Agreement other than as set out in Clause 11.2 and 11.3 below.
11.2	We both agree we can disclose Confidential Information received from each other to our responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of performance of the Agreement and who have entered into an agreement containing appropriate confidentiality provisions.
11.3	The confidentiality obligations in this Clause shall not apply to any information which: 11.3.1 Is or subsequently becomes available to the general public other than through a breach by the receiving party, 11.3.2 Is already known to the receiving party before disclosure by the disclosing party, 11.3.3 Is required to be disclosed by law, 11.3.4 Is developed through the independent efforts of the receiving party, 11.3.5 Is covered by the licenses granted elsewhere in this Agreement, or 11.3.6 The receiving party rightfully receives from a third party without restriction as to use.
12.	Data Protection
	We recognise that we may each be processing Personal Data in connection with the performance of our obligations and/ or exercise of our rights under the Agreement and the factual arrangement shall dictate the role of either of us as a data controller or data processor, or equivalent, as set out in applicable regulation. We both agree we shall at all times comply with our respective obligations under all data protection laws to the extent such that these apply to each of us in connection with the performance of our obligations or exercise of our rights under the Agreement .
13.	Term and Termination
	The Agreement starts on the Start Date set out in the Order Form and will continue for any Initial Term and any Renewal Term unless either of us provides written notice of termination to the breaching party as follows: 13.1 Immediately where a material breach cannot be remedied, or 13.2 If the breach can be remedied, it is not remedied within 30 working days after written notice from the non-breaching party asking for it to be remedied has been given.
14.	Force Majeure
	Neither of us will be liable to the other if we cannot perform or are delayed in performing our obligations under the Agreement due to a Force Majeure Event .
15.	Dispute Resolution
15.1	If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (" Dispute ") then we both agree to follow the process set out in this Clause 15 .
15.2	Either of us will give the other written notice of the Dispute , setting out its nature and full particulars (" Dispute Notice "), together with relevant supporting documents. On receipt of the Dispute Notice , the parties shall attempt in good faith to resolve the Dispute .
15.3	If we are unable to resolve the Dispute within 20 working days of service of the Dispute

	Notice , then we will attempt to settle it by an agreed alternative dispute resolution mechanism prior to commencing litigation proceedings.
15.4	This Agreement shall be governed and interpreted in accordance with the laws of England and Wales (" Governing Law ") and we both agree that any legal proceedings shall commenced in the English Courts.
16.	General Provisions
16.1	We both agree that this Agreement sets out the entire agreement between us and replaces and cancels all, previous agreements (including any Non-Disclosure or Confidentiality Agreements, promises, assurances, warranties, representations and understandings) between us, whether written or verbal in respect of the Products or Services set out in an Order Form, Statement of Work or Supplier Registration Process .
16.2	Subject to clause 16.3 , any amendment to the Agreement shall be agreed in writing by both of us.
16.3	From time to time, we may change these Ts and Cs to include new products and services and generally keep them up to date. We will post any changes on the Sedex website and notify you of such amendments. By continuing to use the Products or Services You will be deemed to have accepted such changes.
16.4	We may assign or novate this Agreement, (in whole or in part) to another company within the Sedex Group, by prior notice in writing or publishing such notice on the Sedex website and you hereby confirm your agreement to the same and agree that your continued use of the Product or Service shall constitute acceptance of such novation, and agree to do and sign any such acts or documents as We may reasonably require to perfect such assignment or novation.
16.5	We both accept that: 16.5.1 Neither of us will interpret a failure by either of us to enforce any rights, remedies or powers under this Agreement in a specific situation as a waiver of those rights, remedies and powers; 16.5.2 If a court finds that any part of this Agreement is invalid or enforceable, the rest of Agreement shall remain in full force and effect.
16.6	Any notice to be given under the Agreement may be delivered to the contact details set out in the Order Form, the Supplier Registration Process or as otherwise set out in this Agreement.
16.7	We both agree that the following Clauses will remain valid after termination of the Agreement : Clauses 6 (Intellectual Property), 7 (Liability), 8, 9 and 10 (Indemnity), 11 (Confidentiality), 12 (Data Protection), 14 (Force Majeure) and 15 (Dispute Resolution), as well as this Clause 16.7 .

Schedule 1: Definitions

Agreement	Means the Order Form Statement of Work or Supplier Registration Process incorporating these Ts and Cs and any schedules, exhibits or statements of work set out in the Order Form .
Affiliate Audit Company	Means an audit company that meets our criteria and is authorised by us to conduct SMETA audits.
Buyer	Means a buyer of goods and services who subscribes to the Sedex Platform for the purposes of accessing information relating to supply chain sustainability performance of its suppliers.
Buyer/Supplier	Means a User who has a licence to use the Platform or Services as both a Buyer and Supplier
Customer, You, Your, you or your	Means the company or individual described as the “Customer” on the Order Form Statement of Work or Supplier Registration Process .
Customer Content	Means any information, data, or content which is either provided by you to us to provide Products or Services to you , or as uploaded by you into a platform, tool or assessment as part of the Products or Services we provide to you under the Agreement .
Customer Marks	Means your registered trade or service marks, including company branding and logos.
Force Majeure Event	Means a failure by either of us to fulfil an obligation under the Agreement due to an event beyond our reasonable control (including but not limited to (a) decision of any court or other judicial body of competent jurisdiction, (b) failure or non-availability of Internet or telecommunications facilities, computer hardware or software, (d) act of God, war, riot, terrorist attack, civil commotion, malicious damage, fires, pandemic, flood or storm (e) strikes or other industrial disputes (whether involving either party’s workforce or of any other party) or (f) acts of government or other prevailing authorities.).
Initial Term	Means the initial term set out in the Order Form Statement of Work or Supplier Registration Process .
Order Form	Means the Order Form you sign for provision of the selected Products or Services .
Personal Data	Means personally identifiable data, including names and contact details
Products	Means a SIEL product, which is set out in an Order Form Statement of Work or Supplier Registration Process .
Renewal Term	Means any term following an Initial Term , where an Initial Term has renewed automatically or otherwise for a subsequent term as set out in an Order Form, Statement of Work or Supplier Registration Process
Sedex Account(s)	Means the individual account(s) held by Users in the Platform .
Sedex Platform	Means the SIEL platform where suppliers of goods and services share

	information via a range of assessment tools and services relating to supply chain sustainability performance.
Services	Means a SIEL service which is selected in an Order Form, Statement of Work or Supplier Registration Process .
SIEL, We, Us, Our, we, us and our	Means Sedex Information Exchange Limited or the group company identified in the Order Form, Statement of Work or Supplier Registration Process .
SIEL IP	Means the intellectual property rights of SIEL in the Products , tools, methodologies, Services or SIEL Marks or made available along with the Products or Services including software, graphics, interfaces, tools, forms, data and content created by SIEL, manuals, methods, procedures, concepts, ideas, creations, inventions, know-how.
SIEL Mark(s)	Means the SIEL trade or service marks including “Sedex” and SMETA .
Site(s) of Employment	Means (a) in respect of a Supplier of goods any location where goods are grown, manufactured or assembled or where an employee provides services to their employer or (b) in respect of a Supplier of services the headquarters, work unit or address where an employee provides services to their employer or a third party. Such location may belong to their employer, the employee themselves or a third party and may be a fixed or moving location such as a vehicle, vessel or aircraft.
SMETA	Means the Sedex Member’s Ethical Trade Audit designed to help Buyers and Suppliers understand standards of labour, health and safety, environmental and ethics at Suppliers Sites of Employment.
Start Date	Means the date set out in the Order Form, Statement of Work or Supplier Registration Process on which the Agreement starts.
Statement of Work	Means the statement of work agreed between you and us for provision of any Services selected in an Order Form .
Supplier	Means a supplier of goods and services who shares information on the Sedex Platform via a range of assessment tools and services relating to its supply chain sustainability performance.
Supplier Information	Means a supplier information shared on the Sedex Platform via a range of assessment tools and services relating to its supply chain sustainability performance.
Supplier Registration Process	Means the online process by which suppliers register to subscribe to the Sedex Platform .
Usage Guidelines	Means any guidelines, instructions, requirements or conditions applicable to your use of a Product or Service .
Term	Means the Initial Term and any subsequent Renewal Terms where applicable.

User	Means a Buyer, Supplier or Buyer/Supplier user, or other user of the Products or Services.
Virtual Assessment	Means an assessment undertaken by an Affiliate Audit Company in place of a physical SMETA Audit when a SMETA Audit is not possible.

Exhibit 1

Sedex Platform Additional Terms

Membership of Sedex Holdings Limited (“SHL”)

As a **Buyer** or **Supplier User** of the **Sedex Platform** you are automatically registered as a member of **SHL (“SHL Member”)**, a membership organization which is the majority shareholder in **SIEL**. As a member of **SHL** you are entitled to nominate a representative to attend and vote at the Sedex Holdings Annual General meeting. **You** can find out more information about **SHL** on **our** website at www.Sedex.com.

If **you** have reasonable grounds to suspect that another SHL Member has not acted in accordance with SHL’s Memorandum and Articles of Association, **you** may lodge a complaint via the Sedex Grievance Process. **You** can find out more information about the Grievance Process at [Grievance-Process-Nov-20.pdf \(sedex.com\)](#) which may be updated from time to time.

NOTE

In communications, on our website and other documentation, **we** may refer to users, regardless of the type of user as “members”. This is a generic term for all users of the platform and services that SIEL provides and **your** rights and obligations in respect of the use of the **Sedex Platform** and **Services** derive from **your** User type.

Most *members*, who have not opted out of membership of **SHL**, will be an **SHL Member** as defined above.

1.	Platform Availability
1.1	We will provide the Sedex Platform using reasonable care and skill and will use all commercially reasonable endeavours to avoid the introduction of viruses, damaging or disabling code.
1.2	We will use all reasonable endeavours to provide availability of the Sedex Platform during normal working hours, but there may be factors outside Our reasonable control which mean we cannot guarantee uptime or specific availability of the Sedex Platform . Where we become aware of faults or interruptions, we will rectify these as quickly as is reasonably possible.
1.3	We will use all reasonable endeavours to notify you of downtime for planned maintenance, upgrade or modification to the Sedex Platform and Services in advance and how long the Sedex Platform or Services will be unavailable.

1.4	Where it is not practicable to give notice of Sedex Platform unavailability due to unforeseen circumstances, we will notify you as soon as reasonably practicable and provide an estimate for how long the Sedex Platform will be unavailable.
1.5	We are under no obligation to monitor, edit or remove any information uploaded to the Sedex Platform and you are responsible for ensuring that that any information you do upload is accurate, does not breach the intellectual property rights of a third party and does not interfere with the integrity of the Sedex Platform and Services .
1.6	Except as set out above we do not guarantee the accuracy, integrity, completeness or timeliness of the Sedex Platform , or Services which are provided “as is” and we disclaim all other warranties or conditions, express or implied as to fitness for purpose or otherwise.
2.	Support
	We provide support during normal business hours, and you can contact us at helpdesk@sedex.com .
3.	Account Administration
3.1	You will need to have paid any Joining Fees/ set up Fees along with the Fees for the Initial Term of Agreement as set out in the Order Form or Supplier Registration Process , before you will be granted access to the Sedex Platform .
3.2	You will allocate individual usernames and passwords to each of your Users (“ User Logins ”) who need one for the proper use of the Sedex Platform , or Service . User Logins should not be shared.
3.3	You are responsible for maintaining the confidentiality of User Logins and ensuring that all Users understand that they must and do maintain the confidentiality of the User Logins and comply with the Agreement .
4.	Buyer Users
4.1	Where you have selected a Buyer only licence in the Order Form you may only use the Sedex Platform , Services and Supplier Information for the purposes of internal analysis, and assessment of your Suppliers’ compliance with labour best practices and other standards.
4.2	Where you have selected a Buyer / Supplier licence in the Order Form , you shall comply with the additional terms set out in Clause 5 below in respect of each of the Site(s) of Employment you register on the Sedex Platform .
4.3	You may use, display, share or publish aggregated and anonymised Supplier Information (“ Derived Data ”). Provided always such Derived Data does not identify a Supplier or individual.
4.4	Where you are intending to display, share or publish any content from other Users of the

	Sedex Platform, you shall ensure you have permission from that User .
4.5	We recommend that you review the information on the Sedex Account(s) of your Suppliers regularly, to identify any non-compliance issues identified and that you agree with them such remediation actions as are appropriate to the seriousness of the non-compliance issues identified. This may be in the form of third-party audits, second party audits or other forms of verification to check the status of any non-compliance issues identified.
5.	Supplier Users
5.1	You agree to fill in the Self-Assessment Questionnaire (" SAQ ") within 3 months of joining the Sedex Platform for each of your Sites of Employment
5.2	You will keep your Supplier Information correct and up to date in all material respects, will review the information at least every 6 (six) months and update any changes immediately in respect of each Site of Employment . You will provide responses to your Buyers' reasonable requests for further information in a timely manner.
5.3	We recommend you address any non-compliance issues identified within a reasonable timeframe and in accordance with any agreed remediation plans.
5.4	Where a SMETA Audit or Virtual Assessment is required for any of Your Sites of Employment, you undertake to cooperate fully with the Affiliate Audit Company and provide the Affiliate Audit Company with such access and assistance that they reasonably require. You will use reasonable endeavours to ensure that any information you provide to Affiliate Audit Companies is accurate and up to date.
5.5	You acknowledge that where a SMETA Audit or Virtual Assessment has been carried out, the Affiliate Audit Company who carried out the SMETA Audit or Virtual Assessment shall upload the SMETA Audit or Virtual Assessment into the Platform within 14 days of finishing the SMETA Audit or Virtual Assessment . You may post Your comments or explanations on the audits on your Sedex Account .
5.6	You undertake not to remove any audits or assessments from Your Sedex Accounts unless you post a notice on the Sedex Account stating that an audit has been removed and where a copy of such audit can be obtained or reviewed. Where you or the Affiliate Audit Company fail to publish a relevant audit within 14 (fourteen) days of finishing the audit or assessment, the relevant audit or assessment will be automatically published on the Sedex Platform .
5.7	You acknowledge that to ensure full visibility on supply chain depth, where you are a Supplier to a Buyer who in turn supplies goods or services to another Buyer in the chain, your Supplier Information will be visible to all Buyers in the chain.
5.8	We may from time to time make available or share data points from your Supplier Information with selected partners / affiliates. These data points may include but are not limited to the name and address of a Supplier who is an active User of the Platform , whether you have completed an SAQ, Virtual Assessment or SMETA Audit and / or when the term of your licence to use the Platform expires.

6.	SMETA Audits / Virtual Assessments / Third Party Audits
6.1	A Supplier may request or may be required by a Buyer to submit to an independent Site of Employment audit using either a SMETA Audit or other assessment method.
6.2	Buyers shall endeavour to reduce the cost burden of audit on Suppliers by minimising the duplication of audits.
6.3	Only an Affiliate Audit Company which has met the SIEL criteria, is authorised by SIEL , and appears on the list of Affiliate Audit Companies on the Sedex website at www.Sedex.com may (i) undertake a SMETA Audit or Virtual Assessment or (ii) upload their findings in respect of a SMETA Audit or Virtual Assessment or (iii)upload alternative third party audits or certifications agreed on a case by case basis between a Supplier and a Buyer .
7.	Sedex Grievance Process
	If you have reasonable grounds to believe that an Affiliate Audit Company has not followed the SMETA Audit methodology you may lodge a grievance in accordance with Our Grievance Process set out at Grievance-Process-Nov-20.pdf (sedex.com) .