

## Purchase Order General Terms and Conditions

1. **Definitions:** In this Agreement, unless otherwise stated, or the context otherwise requires, the following capitalized terms shall have the following meanings:

**Agreement:** This agreement which comprises of these Terms and Conditions and the PO and all annexures thereto.

**Company:** The Novartis entity/ies named and more fully described in the PO to which these Terms and Conditions are attached.

**Fee/Price:** The fee or price payable by the Company to the Supplier for the provision of the Services/Goods, supplied in terms of this Agreement.

**Party or Parties:** The Company or the Supplier or both, as the context requires.

**PO:** The purchase order to which these Terms and Conditions are attached.

**Supplier:** The supplier entity named and more fully described in the PO to which these Terms and Conditions are attached.

**Services/Goods:** The services and/or goods to be provided by the Supplier to the Company, described in the PO.

**Terms and Conditions:** These terms and conditions.

2. **Delivery and Acceptance:**

a. The Supplier shall provide/deliver the Services/Goods on the Delivery Date/s and at the delivery site/s specified in the PO or as otherwise directed by the Company.

b. The Supplier shall only be entitled to invoice the Company for the Services/Goods if such provision or delivery is in accordance with this Agreement.

c. Should provision/delivery of the Services/Goods not take place on or before the specified Delivery Dates in this Agreement, the Company reserves the right to cancel this Agreement, in accordance with clause 13 below and to claim any consequential damages resulting from the Supplier's failure to make delivery within the time/s specified in this Agreement.

d. All materials used in the provision of Services/Goods shall be equal to the agreed description and specification and to samples previously approved by the Company (if any).

e. All Services/Goods shall be received, subject to the Company's right of inspection and rejection at any time after receipt. Acknowledgement of receipt on delivery notes, packing slips or bills of lading by the Company shall not constitute acceptance of such Goods. The Company shall have the right to perform adequate tests to determine whether Services/ Goods conform to the specifications in this Agreement.

f. Should the Company reject the provision of any Services or the delivery of any Goods such Services must be provided and such Goods replaced within the Delivery Dates, as set out in this Agreement and such replacement Services/Goods will be invoiced separately. All costs incurred in the replacement of rejections shall be borne by the Supplier and the Supplier shall not be entitled to claim these from the Company.

g. The Supplier shall bear the cost of inspection and testing goods that have been rejected by the Company.

h. Defective or incomplete Goods will be held by the Company at the Supplier's risk, liability and cost and if the Supplier so directs, will be returned at the Supplier's expense. The Supplier shall inform the Company of its position regarding such Goods within a period of 48 (forty eight) hours from the date on which the Company informs the Supplier of its rejection. If the Supplier does not inform the Company of its position within the said period, the Company shall be entitled to cancel this Agreement, and remove the Goods at the Supplier's sole cost and liability.

i. If an inspection reveals that part of the Services/Goods received are not in accordance with the Company's specifications, the Company shall have the right to cancel any undelivered portion of the Services/Goods under this Agreement. Further, if the Company requests it, the Supplier shall repeat, repair or replace at its expense any part of the Services/Goods which are found to be defective or incomplete. Payment of Fees/Price in advance of an inspection and quality check shall not constitute an acceptance of the Services/Goods by the Company.

j. Unless otherwise agreed, all Goods are to be supplied carriage paid to the Company warehouse or the receiving depot specified on the Agreement and no charges for packing, boxing or crating will be accepted unless authorized specifically in the Agreement.

k. The Supplier warrants that all packaging in the Goods shall be suitable to withstand air, truck and rail shipment to the delivery site specified in the PO in accordance with standard commercial packaging practices. A packing list must accompany all shipments of Goods. An order number, product number (if available) and quantity must appear on all packages and other documents in relation to this Agreement. Goods delivered in excess of quantities ordered will not be accepted and all charges resulting from such delivery will be for the Supplier's account.

l. By delivering Goods, commencing Services or undertaking any other similar activity in response to this Agreement, the Supplier agrees to accept and be bound by this Agreement and any other annexures or documents entered into in connection with this Agreement. If there is a discrepancy between any of these documents, the provisions of the Agreement shall prevail.

m. The Company shall have the right at any time prior to the delivery of the Services/Goods to give reasonable notice to the Supplier to make changes to:

- i. packaging;
- ii. time;
- iii. place of delivery;
- iv. schedule of delivery; or
- v. method of transportation,

and the Supplier agrees to accept such changes. If any such changes cause an increase or decrease in cost or the time required for performance and an itemized claim for adjustment is made within thirty (30) days of the notice of change in writing, an equitable adjustment to the Fee/Price will be made accordingly.

3. **Risk and Ownership:** All risk in and ownership in respect of and benefits attaching to the Services/ Goods shall be deemed to have passed from the Supplier to the Company on the date on which the Company confirms its acceptance of such Services/ Goods after inspection by the Company thereof.

4. **Invoice and Payment:**

a. The Supplier shall invoice the Company the Fee/Price and the Company shall pay the Supplier in accordance with the invoicing and payment provisions in this clause 4. If the Fee/Price is based on a time and/or material basis, the Supplier shall keep separate records of the hours worked and the expenses incurred in the performance of the Services and/or the provision of the Goods.

b. The Supplier shall be obligated to comprehensively list any cost associated with any Services/Goods to be provided by it in terms of this Agreement.

c. The Company shall not be liable for any costs or damages resulting from (i) any delay in receiving invoices; or (ii) errors or omissions on statements or invoices.

d. Each invoice addressed to the Company must contain:

- i. the Fee/Price;
- ii. the words "Tax Invoice" in a prominent place;
- iii. the individualized serial number of the relevant invoice;
- iv. the date on which the invoice is issued;
- v. Supplier's name and address;
- vi. a description of the Services/Goods to which the invoice relates;
- vii. the PO and/or order number;
- viii. the Supplier's and the Company's value added tax ("VAT") number, if applicable; and
- ix. the Supplier's bank account information.

- e. All undisputed payments shall be made by the Company on the payment terms set out in the PO to which these Terms and Conditions are attached ("Payment Terms"), by electronic funds transfer to the bank account specified by Service Provider in such invoice. For the avoidance of doubt, undisputed payments shall be made from the date of receipt of an invoice by the Company and as per the Payment Terms. All such payments shall be paid free of exchange or bank charges.
- f. The Company reserves the right to withhold the whole or portion of any payment in respect of a disputed invoice until the dispute has been resolved in favour of the Supplier. The Supplier shall have no claim whatsoever against the Company in respect of any withheld amounts.
- g. Invoices are paid within the agreed payment terms outlined in the Purchase Order. Payment terms are calculated from the date of invoice receipt.
- h. Unless specified in this Agreement the Supplier shall receive no other payments or reimbursements from the Company for or in connection with the Services/Goods.
5. **Tax:**
- All Fee/Prices are exclusive of VAT.
  - The Supplier must issue invoices compliant with the applicable tax laws.
6. **Supplier warranties in respect of the Goods:**  
The Supplier Warrants that:
- goods delivered will be free from material defects and fit for the purpose for which they are provided;
  - goods delivered will not be subject to any encumbrances, including any charge, lien, pledge or as any other security for payment of any obligation;
  - goods delivered shall be accompanied by the appropriate delivery papers; and
  - failure by the Supplier to comply with any of the above warranties shall be a material breach of this Agreement and shall be dealt with in accordance with the provisions of clause 12 below.
7. **Supplier warranties in respect of the Services:**  
The Supplier Warrants that:
- it will provide the Services to the highest level of skill, care and diligence, in accordance with any specified timetable; and
  - that the Services will be free from material defects as regards their performance.
8. **Supplier's general warranties:**  
The Supplier Warrants that:
- it has the necessary experience, skill and expertise to perform its duties in terms of this Agreement;
  - it has adequate capacity and resources to render its duties for the duration of this Agreement;
  - it will comply with all legal requirements that the Company has to comply with in relation to the Services/Goods;
  - it will comply with any lawful directions, orders and instructions which the Company may from time to time give to it;
  - it is licensed, registered, and/or qualified under local law, regulations, policies, and administrative requirements to do business and, if required by applicable law, has obtained licenses, consents, authorizations or completed such registrations or made such notifications to provide the Services/Goods contemplated within this Agreement, and providing such Services/Goods is not inconsistent with any other obligation of the Supplier;
  - the sale or use of the Goods or provision of the Services will not infringe any South African or foreign patent, design or trademark laws or regulations;
  - the Supplier shall ensure that all Services/Goods comply with standard industry practices;
  - the PO and/or order number will appear on all relevant packaging and documents produced in connection with the Services/Goods; and
  - if a defect in the Services/Goods is such that the Company reasonably decides it appropriate to carry out a product recall to repair or replace the defective Goods, the Company shall promptly notify the Supplier. The Supplier shall at its own cost give such assistance to the Company as is reasonably requested and pay for the Company's expenses resulting from such defect.
9. **Supplier Indemnity:**
- The Supplier will indemnify and hold harmless the Company and its affiliates and their respective successors, assigns, directors, officers, employees and agents from any claims arising from any third party demand, investigation, claim, action or suit to the extent based on:
    - the gross negligence, bad faith or intentional misconduct of the Supplier or its affiliates under this Agreement,
    - a material breach by the Supplier or its affiliates of any term of this Agreement, or
    - a violation of any relevant law, rule or regulation by the Supplier or its affiliates in the performance of its duties under this Agreement.
  - In the event of a claim for indemnification, the Company will notify the Supplier as soon as possible in writing of the details of such claim. The Company will allow the Supplier, at its cost and expense, to handle and control the defense and/or settlement of the claim and will reasonably cooperate with the Supplier in such defence.
10. **Supplier Insurance:**
- The Supplier agrees at its own expense to maintain insurance (including, without limitation, public liability insurance and any other insurance required) with a reputable insurer acceptable to the Company in an amount consistent with Supplier's industry practice (or required by law) appropriate to secure and maintain insurance providing adequate coverage for any indemnification obligations under this Agreement.
  - The Services/Goods shall be insured by the Supplier against all transit risks until the delivery to the Company.
  - The Supplier shall furnish the Company with copies of all relevant insurance policies upon request by the Company.
11. **Liability:** The Company will not be liable for any special, indirect, incidental, punitive or consequential damages or for any economic loss or loss of profits suffered by Supplier, including any loss of prospective sales, investments made or expenses incurred in connection with this Agreement.
12. **Breach:** Should the Supplier commit a breach of any provision of this Agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from the Company requiring it to do so, then the Company shall be entitled, (without prejudice to its other remedies) to:
- claim specific performance of the Supplier's obligations whether or not such obligations would otherwise have fallen due for performance; or
  - cancel this Agreement,
- in either event without prejudice to its rights to claim damages.
13. **Termination:**
- This Agreement may be terminated by the Company, without cause, by giving 30 (thirty) days written notice to the Supplier.
  - The Company shall be entitled (but not obligated) to terminate this Agreement without notice to the Supplier on the happening of any of the following events:
    - the Supplier commits an act of insolvency as defined in the Insolvency Act 24 of 1936 (as amended);
    - the Supplier is placed in liquidation (provisionally or finally);
    - the Supplier passes a resolution to enter into business rescue proceedings;
    - the Supplier suffers any judgment by a competent court or any other adjudicating body against it, which judgment remains unsatisfied for 14 (fourteen) days and with the Supplier having failed to make an application for its rescission within 14 (fourteen) days;
    - any property or assets of the Supplier are judicially attached;
    - the Supplier resolves or enters into any arrangement, compromise, or any composition with its creditors;
    - the Supplier is convicted of any criminal offence relating to fraud, theft, forgery, embezzlement, dishonesty or related crimes;
    - the Supplier fails to obtain any necessary licence or authority to enable the Supplier to perform its obligations in terms of this Agreement; or
    - The Supplier breaches any of its obligations under clauses 2, 14, 15, 16 and/or 17
  - If any of the events listed in clause 13.b above occur, the Supplier shall notify the Company immediately in writing. If the Supplier fails to provide such written notice to the Company, such failure will constitute a material breach of this Agreement.
14. **Audit:**
- The Supplier will maintain complete and accurate records as may be necessary to adequately reflect the Supplier's compliance with this Agreement.
  - The Supplier's records must be maintained in line with generally accepted accounting principles.

- c. The Supplier will permit the Company's auditors to have access at all times to the Supplier's books and records including but not limited to its accounts, wages and other pertinent records in relation to this Agreement. Should the Company wish inspect these records the Company must provide the Supplier with 7 (seven) days written notice.
  - d. The Supplier will require each of its subcontractors' to comply with the provisions of this clause 14 with respect to their books and records if applicable.
  - e. The Company may perform audits during the term of this Agreement and up to 3 (three) years thereafter.
  - f. The Supplier will promptly correct any deficiencies discovered because of the audit.
  - g. Any costs associated with performing such audits shall be borne by the Company.
15. **Data Protection:**
- a. The Supplier shall comply with all its obligations whether under applicable local law relating to data protection, including, but not limited to the Protection of Personal Information Act, No. 4 of 2013 (the "**POPIA**") or best practices in ensuring data protection when dealing with any information in relation to an identified or identifiable person and/or any other data to which such data protection legislation or best practices apply ("**Data**").
  - b. The Supplier shall not by any act (whether by omission or commission) place the Company in breach of its obligations under all applicable local law, POPIA or practices relating to data protection.
  - c. The Supplier shall comply with Novartis' guidelines and instructions (as notified to it by the Company) on the storage, security, privacy and transfer of Data which shall include guidelines on the type of, and the length of time that Data that can be stored etcetera, during and upon the termination of this Agreement.
  - d. The Supplier shall comply with any reasonable instructions received from the Company relating to the processing of personal Data being data related to an identified or identifiable person.
  - e. The Supplier shall provide the Company with information relating to the Supplier's Data processing activities immediately upon request.
  - f. The Supplier shall inform the Company immediately on becoming aware of or on suspicion of a Data breach which may impact the Company or involve Data which the Company is responsible for.
16. **Confidentiality:**
- a. The Supplier shall, in respect of the Confidential Information (which includes all information which relates to the purpose of this Agreement, disclosed, revealed or exchanged between the Parties, and which pertains to, but is not limited to, all intellectual property rights, trade secrets, agreements which exist at the time of revealing the content thereof) for which it is the recipient:
    - i. keep the Confidential Information strictly confidential and not disclose any part of such Confidential Information to any person except as permitted by law or as required for the performance of the Supplier's obligations under this Agreement; and
    - ii. take all reasonable steps to prevent unauthorized access to the Confidential Information.
  - b. The Supplier may disclose Confidential Information and allow its use in accordance with this Agreement, to the following persons, provided that it shall ensure that any party to whom it discloses Confidential Information shall observe the restrictions in this clause 16:
    - i. employees and officers of the Supplier who require this Confidential Information for the recipient to perform its obligations under this Agreement; and
    - ii. the Supplier's auditors and professional advisors solely for the purposes of providing professional advice.
  - c. The restrictions above do not apply to any Confidential Information to the extent that:
    - i. it is within the public domain other than through a breach of this clause 16;
    - ii. it is in the Supplier's possession (with full right to disclose) before receipt from the Company;
    - iii. it is lawfully received from a third party (with full right to disclose);
    - iv. it is independently developed by the Supplier without access to or use of the Confidential Information; or
    - v. it is required to be disclosed by law or by a court of competent jurisdiction or by any regulatory body or in accordance with its rules.
  - d. Notwithstanding the termination of this Agreement, the provisions of this clause 16 shall endure until 5 (five) years after the termination of this Agreement.
17. **Anti-Bribery and Compliance with Laws and Novartis Policies:**
- a. The Supplier undertakes to comply with all applicable laws and regulations in relation to the provision of the Services/Goods in terms of this Agreement.
  - b. The Supplier undertakes to comply with the provisions of the Broad-Based Black Economic Empowerment Act 53 of 2013, ("**B-BBEE Act**") and its regulations, to the extent that the Act is legally binding on the Supplier. Further to this, the Supplier will provide the Company, on receipt of its written request, with the most recent B-BBEE verification certificate, as defined in the B-BBEE Act, and which has been issued by an accredited verification agency or that is in possession of a valid pre-assessment letter from the South African National Accreditation System.
  - c. The Supplier hereby further warrants that, for the duration of this Agreement, it will comply (and will procure that all its employees, directors, officers or agents comply) with all laws, regulations or policies relating to economic sanctions, trade sanctions and / or export controls and the prevention and combating of bribery, corruption and money laundering such as but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act ("**Anti-Corruption and Sanctions Regulations**"), to which it or the Company (or any member of a group of companies to which the Company is a member of) is subject. In particular it will not:
    - i. pay, promise to pay or offer to pay, or authorize the payment of any commission, success fee, bribe, pay off or kickback related to the Services / Goods that violates any Anti-Corruption and Sanctions Regulations or enter into any agreement pursuant to which any such commission, success fee, bribe, pay off or kickback may or will at any time be paid; or
    - ii. offer, promise or give any undue pecuniary or other advantage, whether directly or indirectly to any public official, with the intent of influencing the actions or decisions of such official in performance of his official duties, with the purpose of obtaining or retaining business or other improper benefit or advantage.
  - d. The Company promotes the societal and environmental values of the United Nations Global Compact to its Third Party Suppliers and uses its influence where possible to encourage their adoption. The Supplier hereby agrees and undertakes to be bound by and comply with the Novartis Third Party Guideline, the Novartis Global Anti-Bribery Policy, the Novartis Third Party Code, and any other supplier-related codes, policies and guidelines which can be found at <https://www.novartis.com/about-us/corporate-responsibility/resources/codes-policies-guidelines>.
  - e. The Company has put in place a policy which is aimed at the adoption of a single set of ethical principles that should be applied in daily decision making by associates of the Company in any customer interaction and professional practice-related activity (available at <https://www.novartis.com/about-us/corporate-responsibility/resources/codes-policies-guidelines> (the "**P3 Policy**"). Notwithstanding any other provision of this Agreement, if the P3 Policy applies to the transaction(s) contemplated by this Agreement, the Supplier hereby undertakes to comply fully with the P3 Policy and the terms recorded in **Annexure A** to this Agreement will automatically apply. A breach of the P3 Policy (and/or any of the terms set out in **Annexure A**) by the Supplier is considered a material breach of this Agreement and the Company will have the right to terminate this Agreement according to clause 13.
  - f. If the Company issues additional guidelines or policies after the conclusion of this Agreement, the Company will notify the Supplier and the Supplier will duly comply with such guidelines and policies thereafter.
  - g. The Supplier's breach of any obligation set forth shall be deemed to be a material breach of this Agreement, and the Company shall have the right to immediately terminate and cancel this Agreement.
18. **Sub-Contracting:** The Supplier is not entitled to sublicense or subcontract any of its obligations under this Agreement and without the prior written consent of the Company. If the Company does grant any such consent:
- a. the Supplier will nonetheless remain fully liable for the performance of its obligations in terms of this Agreement; and
  - b. the Supplier will be exclusively responsible for all costs associated with any such sublicense or subcontract arrangement.
19. **Assignment and Delegation:**
- a. The Supplier shall not be entitled to appoint a nominee or to assign any of its rights and/or delegate any of its obligations under this Agreement without the prior written consent of the Company.
  - b. The Company shall be entitled to appoint a nominee or to assign any of its rights and/or delegate any of its obligations under this Agreement provided that it gives written notice to the Supplier.

20. **Benefit of a third party:** Insofar as this Agreement relates to any affiliate of the Company that is not the Company, this Agreement shall constitute a stipulatio alteri (that is, an agreement for the benefit of a third party) in favour of each and every such affiliate, and any such affiliate shall have the right to accept the benefit conferred on it in terms of this Agreement at any time from the date hereof up until the expiry of the twelve (12) month period from the Effective Date.
21. **Force Majeure:** If either Party is in breach of its obligations under this Agreement (other than the obligations to make any payments or of confidentiality) because of any circumstances beyond its reasonable control caused by Force Majeure. For the purpose of this Agreement "**Force Majeure**" shall mean any circumstance beyond the reasonable control of the Party giving notice of Force Majeure (the "**Affected Party**") including but not limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, boycott, fire, explosion, theft, storm, flood, rain, lightning, or any other adverse weather condition, epidemic, quarantine, major accident, or acts or restraints of government imposition. On notice of a Force Majeure event by the Affected Party the affected provisions of the Agreement shall be automatically suspended. Should the Force Majeure event continue for a period exceeding 90 (ninety) days either Party shall be entitled to terminate this Agreement on terms mutually acceptable to each other and agreed to in writing.
22. **Independent Contractor Relationship:** The Supplier is acting under this Agreement as an independent contractor. Nothing contained herein shall constitute or be deemed to constitute the Supplier as the agent, employee, partner, representative or joint venture partner of the Company and the Company shall not be responsible for any violation by the Supplier of any applicable law or regulation.
23. **Notice:** The parties choose for all purposes of the giving of any notice, the serving of any process and for any other purpose arising from the Agreement, including these Terms and Conditions, on the addresses stipulated in the PO (domicilium citandi et executandi) or as otherwise provided by a party in writing.
24. **General:**
  - a. **Warranties:** Except as expressly stated in this Agreement and subject to any applicable law:
    - i. the Company makes no representations, or warranties whatsoever; and
    - ii. all warranties of the Company that arise by operation of law or otherwise are hereby expressly excluded by the Company.
  - b. **Variation:** No agreed cancellation of this Agreement and no variation of, addition to or deletion of a provision in this Agreement or any of its terms shall be effective unless reduced to writing and signed by the authorised representatives of both Parties.
  - c. **Severability:** Should any provision of this Agreement be declared unenforceable or invalid by any court of law, arbitrator or competent governmental body for any reason, such provision will be removed from Agreement Sheet and all other provisions shall continue in full force and effect.
  - d. **Jurisdiction and Applicable Law:** The Parties agree that any legal action or proceedings arising out of or in connection with this Agreement shall be brought in the South Gauteng High Court, Johannesburg and the Parties irrevocably submit to the non-exclusive jurisdiction of such court.
  - e. **Entire Contract:** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and no terms, conditions, warranties, representations or undertakings shall be enforceable between the Parties unless expressly contained in this Agreement.
  - f. **Supplier conditions:** Any general conditions of the Supplier, however described, are expressly excluded from applicability.
  - g. **Conflict:** If the substance of the PO or Terms and Conditions conflict, the substance of these Terms and Conditions shall prevail.

## ANNEXURE "A"

### PROFESSIONAL PRACTICES POLICY

Subject to the provisions of clause 17, the Supplier shall:

1. ensure any promotional, non-promotional or internal use only content prepared by the Supplier for the Company benefit are pre-approved in advance under the Company's procedures as required before any dissemination or publication;
2. ensure any giveaways, cultural acknowledgments, medical utility items and all events, activities or interactions organized by the Supplier for the purpose of the Services are pre-approved in advance under the Company procedures as required;
3. ensure that the Company's involvement is transparent and disclosed in accordance with applicable laws and the Company procedures as required;
4. comply with the Company travel policy and maximum reimbursement policies on meals, expenses, travel and fees for any healthcare professionals, healthcare institutions or other Third Parties engaged, contracted or paid by Service Provider for the purpose of the Services;
5. ensure any benefits, fees, expenses paid or provided to healthcare professionals, healthcare institutions or other third parties on behalf of the Company, are fair market value and not any form of inappropriate inducement to prescribe, supply, administer, recommend or buy the Company's products;
6. ensure that it has obtained all necessary employer, industry association and government approvals to pay any fees or expenses to healthcare professionals, healthcare institutions or other third parties by the Supplier for the purpose of the Services;
7. report any adverse events about the Company products to the Company and/or to the Company Affiliate in the country where the Supplier's headquarters is based within 1 (one) Business Day of becoming aware, in accordance with the Company's instructions;
8. co-operate with the Company to enable it to comply with its regulatory obligations to report adverse events in according with applicable laws and regulations;
9. collect all necessary individual privacy and disclosure consents for any transfers of values to healthcare professionals and healthcare organizations engaged by Service Provider for the benefit of the Company, in accordance with the Company policies and notified instructions;
10. report any transfers of value to healthcare professionals and healthcare organizations engaged by the Supplier for the purpose of the Services, in accordance with the Company policies and notified instructions;
11. ensure that it has obtained all necessary privacy and intellectual property consents for individuals to participate and for the Supplier to provide the required Services (including the data, deliverables, personal data) in accordance with Company intended use;
12. subject to the Company requesting otherwise, be responsible for training all of its personnel (including approved contractors) engaged in performing the activities set forth in this Agreement on the P3 Policy ("P3 Training") at its own expense. Such training may take place prior to the performance of services for the Company. The Supplier shall ensure that the P3 Training is performed for any new personnel (including approved contractors) that the Supplier later wishes to engage to provide the services to the Company. The Company shall be entitled, upon request, to perform (directly or via its affiliated companies or contractors) the P3 Training (or any part thereof). If the Supplier receives any such request, it hereby agrees to fully cooperate with the Company to enable such training to be carried out, including providing all reasonable and necessary access for such purpose to Service Provider premises and relevant sales force/employees engaged to provide services to the Company. Upon request from the Company, the Supplier shall promptly provide copies of the training material and the training attendance sheets (including name and qualification of the trainer).