



STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS and RULES OF INTERPRETATION

The Definitions and Rules of Interpretation to be used in this Agreement are at Schedule A.

2. NATURE OF AGREEMENT

2.1 This Agreement shall come into effect on the date set out on the Purchase Order and, subject to earlier termination pursuant to Clause 7 (*Termination*), shall continue until such time as the Services have been Accepted by Firefly (**Term**).

2.2 This Agreement is the only basis on which Firefly will purchase the Services from the Supplier. The Supplier hereby waives and shall continue to waive any terms and conditions that the Supplier may otherwise seek to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in a Supplier quotation, order acknowledgement, on the Supplier's website or other sales materials or media or on any delivery note.

3. CHARGES, TAXES AND INVOICING

3.1 Firefly shall pay the Charges (plus VAT) to Supplier in accordance this Clause 17 (Charges, Taxes and Invoicing) and, as applicable, in accordance with any Statement of Work.

3.2 Other than VAT, or unless otherwise set out in the Purchase Order, the stated Charges are inclusive of all costs and expenses incurred by Supplier including all packaging, insurance; carriage; duties and delivery costs; taxes; fees and levies imposed from time to time by any government or other authority.

3.3 Unless otherwise set out in the Purchase Order, all Charges shall be invoiced and paid in Pounds Sterling (by transfer to such bank account as Supplier may from time to time notify in writing to Firefly).

3.4 The Supplier shall invoice Firefly (Supplier Invoice) following Acceptance confirmed in writing by Firefly (unless otherwise defined in accordance with an alternative payment schedule as set out in any Statement of Work).

3.5 On receipt of a validly issued invoice, Firefly shall pay the charges in Pounds Sterling (unless otherwise set out in the Purchase Order), by transfer to such bank account as Supplier may from time to time notify in writing to Firefly, within 30 days commencing from the date of the invoice (Due Date).

3.6 If Firefly does not pay a validly issued invoice by the Due Date and there is no bona fide dispute in relation to the unpaid amount, the Supplier shall, without prejudice to any other rights or remedies, have the right to: upon 14 days written notice to Firefly, suspend the delivery of the Services; and charge Firefly interest on the amount unpaid, at the rate of one per cent (1%) per annum above the Bank of England base rate from time to time.

4. SUPPLY OF SERVICES

4.1 In consideration of Firefly paying the Charges, Supplier shall provide the Services for the Term.

4.2 Supplier shall perform the Services:

4.2.1 with reasonable skill and care;

4.2.2 in accordance with the Purchase Order in all respects; and

4.2.3 in accordance with the terms and conditions set out in this Agreement.

4.3 Title to any Deliverables that are Goods or in any physical media on which Deliverables are stored and title to any Goods or materials transferred to Firefly as part of the Services shall pass to Firefly on the earlier of their delivery to Firefly or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to Firefly free from all liens, charges and encumbrances.

4.4 The Supplier shall ensure the Goods and/or Deliverables are of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Firefly and, in this respect, Firefly relies on the Supplier's skill and judgment; and are free from defects in design, materials and workmanship and remain so for 12 months after delivery.

4.5 The Supplier shall ensure that the Goods and/or Deliverables are properly packed and secured in such a manner as to ensure they reach their destination in good condition, and each delivery of the Goods and/or Deliverables is accompanied by a delivery note which shows the date of the delivery, the type and quantity, storage instructions (if any) and, if delivered by instalments, the outstanding balance remaining to be delivered.

4.6 The Supplier shall deliver the Goods and/or Deliverables on any date and to the location specified in the Purchase Order (or as otherwise agreed between the Parties). Delivery of the Goods and/or Deliverables shall be completed on the completion of unloading at the delivery location .

4.7 The Supplier shall not deliver the Goods and/or Deliverables in instalments without Firefly's prior written consent. If it is agreed the Goods and/or

Deliverables may be delivered by instalments, each instalment shall be invoiced and paid for separately.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Supplier shall retain all IPR in the Supplier Background IPR (collectively **Supplier IPR**).

5.2 Firefly shall retain (or, pursuant to Clause [5.4], be granted an assignment by the Supplier in respect of) all IPR in:

5.2.1 Firefly Background IPR;

5.2.2 the Foreground IPR that the Supplier develops during the Services (collectively **Firefly IPR**).

5.3 The Supplier grants to Firefly, or shall procure the direct grant to Firefly of, a worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy, develop and modify the Supplier IPR for the purpose of and to the extent necessary to enable Firefly to use, develop, modify and commercialise the Firefly IPR and Work Products.

5.4 The Supplier hereby assigns to Firefly all existing and future Foreground IPR to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Supplier holds legal title in these rights on trust for Firefly.

5.5 The Supplier shall indemnify and hold Firefly harmless against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Firefly arising out of or in connection with any claim or action brought against Firefly for actual or alleged infringement of a third party's IPR arising out of, or in connection with, the receipt, use or onward supply of the Services and any Work Product(s) by Firefly and its licensees and sub-licensees (an **Intellectual Property Infringement**) provided that Firefly:

5.5.1 notifies the Supplier of any Intellectual Property Infringement promptly after becoming aware of it;

5.5.2 gives the Supplier sole conduct of the defence of any claim or action in respect of an Intellectual Property Infringement and does not admit liability or otherwise attempt to settle or compromise the said claim or action; and

5.5.3 acts in accordance with the Supplier's reasonable instructions and gives the Supplier such assistance as the Supplier may reasonably require in respect of the conduct of the defence of such claim.

5.5.4 makes no admission in relation to the claim without the prior consent of Supplier; and

5.5.5 takes all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the claim.

5.6 The Supplier shall have no obligation under Clause 5.5 to the extent that a claim for infringement or misappropriation results solely and directly from:

5.6.1 use of the Work Product(s) by Firefly in combination with other software or technology, if the infringement would not have occurred but for such combined use;

5.6.2 use of or incorporation into the Work Product(s) of any specification, technique, or design furnished by Firefly, if the infringement would not have occurred but for such incorporation or use;

5.6.3 use of the Work Product(s) other than as is permitted by this Agreement, if the infringement would not have occurred but for such use; or

5.6.4 failing to take commercially reasonable steps under the circumstances to avoid or limit the infringing activity and to avoid infringement or to mitigate any damages for which Firefly seeks indemnity under Clause 5.5.

6. SUPPLIER OBLIGATIONS

6.1 The Supplier warrants that:

6.1.1 it has the right to enter into this Agreement;

6.1.2 it is knowledgeable with and shall comply with all applicable export and import laws, regulations, orders and policies;

6.1.3 its execution of this Agreement will not result in a breach of any other agreements or contracts to which it is a party;

6.1.4 no claim, lien or action exists or is threatened against the Supplier as regards Firefly's rights granted by the Supplier under this Agreement;



6.1.5 the Services do not infringe any privacy, publicity, reputation or intellectual property rights of a third party;

6.1.6 it has disclosed to Firefly in writing the existence of any third party code, including without limitation Open Source code, that is included in or is provided in connection with the Work Products;

6.1.7 the Work Products comply fully with all licensing agreements applicable to such third party or Open Source code; and

6.1.8 all authors have agreed not to assert their moral rights in the Work Products, to the extent permitted by law.

6.2 The Supplier shall:

6.2.1 comply with any the governance requirements set out in the Purchase Order and/or any Statement of Work;

6.2.2 obtain and maintain during the Term, all licences, permissions and consents necessary to perform the Services;

6.2.3 comply with all applicable laws which apply to the provision of the Services in England and Wales and in any other jurisdictions in which all or part of the Services are performed (including, but not limited to, all applicable export and import laws, regulations, orders and policies); and

6.2.4 not do or omit to do anything that would cause Firefly to be in breach of any applicable law or cause Firefly to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and

6.2.5 be responsible at all times for all materials (including any waste or hazardous materials) in its possession in connection with the provision of the Services (including where such materials have been provided to the Supplier by Firefly).

7. TERMINATION

7.1 **Termination for Convenience:** Firefly may (without incurring any liability to the Supplier) terminate this Agreement at any time on thirty (30) days' written notice to the Supplier, provided that within sixty (60) days of termination, Firefly must pay to the Supplier:

7.1.1 any Charges which were due and payable as at the date of termination; and

7.1.2 any costs reasonably and appropriately incurred by the Supplier as at the date of termination that directly relate to the performance of the Supplier's obligations under this Agreement and in respect of which the Supplier can provide documentary evidence. The Supplier shall use all reasonable endeavours to mitigate against such costs and such costs (together with the Charges payable pursuant to Clause 7.1.1) shall be limited to a maximum amount which is equivalent to the value of all Statements of Work which were active as at the date of termination or, where there are multiple work packages within a Statement of Work, all such active work packages.

7.2 **Termination for Default:** Either Party may terminate this Agreement (in whole or in part) if the other Party commits a material breach of this Agreement (including, by way of example, a material failure by the Supplier to meet the Acceptance Criteria for any Service) and fails to remedy such breach within fourteen (14) days after receiving written notice of such breach.

7.3 **Automatic Breach:** Without limitation, any breach of Clause 9 (*Confidentiality*) or Clause 10 (*Ethical Conduct*) shall automatically be deemed to be a material breach.

7.4 **Termination for Insolvency:** Either Party (**Terminating Party**) may terminate this Agreement immediately by giving the other Party (**Defaulting Party**) written notice if the Defaulting Party has a receiver, administrator or liquidator (provisional or otherwise) appointed; is subject to a notice of intention to appoint an administrator or any other resolution on insolvency; passes a resolution for the Defaulting Party's winding-up; has a winding-up order made by a court against the Defaulting Party; enters into any composition or arrangement with creditors; ceases to carry on business; is the subject of anything similar or equivalent to that set out in this Clause 7.4 under any applicable laws; or the Defaulting Party is subject to any change of Control. The Defaulting Party shall notify the Terminating Party immediately upon the occurrence of any such event or circumstance.

7.5 **Consequences of Termination:** Following expiry or termination of this Agreement:

7.5.1 any provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement shall continue in force;

7.5.2 all other rights and obligations shall immediately cease but shall not affect either Party's rights, obligations, Claims and liabilities which may exist at or prior to the date of expiry or termination;

7.5.3 subject to Clause 7.5.4, each Party shall immediately cease using the other Party's Confidential Information and shall as soon as reasonably possible, if requested to do so, return to the other Party all of the other Party's Confidential Information (including all copies and extracts) in its possession or control or confirm its secure destruction; and

7.5.4 each Party may keep any of the other Party's Confidential Information which it requires to comply with any applicable law. Clause 9 (*Confidentiality*) shall continue to apply to any retained Confidential Information of the other Party.

8. LIABILITY and INSURANCE

8.1 Nothing in this Agreement shall operate to exclude or restrict either Party's Liability:

8.1.1 for death or personal injury resulting from its negligence;

8.1.2 for its fraud or fraudulent misrepresentation;

8.1.3 for breach of obligations arising under section 12 Sale of Goods Act 1979 or section breach of the term implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

8.1.4 under the indemnity IPR indemnity at Clause 5.5; or

8.1.5 for any matter for which it is not permitted by law to exclude or limit its Liability.

8.2 Subject to Clause 8.1, neither Party shall have any Liability to the other Party for any:

8.2.1 loss of profit, goodwill, revenue or data; or

8.2.2 any indirect, consequential or special loss.

8.3 This Clause shall survive termination of this Agreement.

8.4 Subject to Clause 8.1 and Clause 8.2, each Party's liability to the other under this Agreement shall be capped in aggregate at an amount equal to 150% of: (a) the total Charges already paid and payable under this Agreement; together with (b) any additional total Charges that will be payable through to completion of each Statement of Work that is active at the time the liability is incurred. For the avoidance of doubt, any liability cap set out in a Statement of Work shall apply to liability in respect of that Statement of Work to the exclusion of this Clause 8.4.

8.5 The Supplier shall have insurance cover with a reputable insurer to cover its obligations and potential liability under this Agreement including (but not limited to) public liability insurance cover and shall provide evidence of such insurance coverage at Firefly's request.

9. CONFIDENTIALITY

9.1 Except as set out in Clause 9.2, each Party (**Receiving Party**) shall:

9.1.1 use the Confidential Information of the other Party (**Disclosing Party**) solely to perform the Receiving Party's obligations and to exercise the Receiving Party's rights under this Agreement;

9.1.2 keep the Disclosing Party's Confidential Information secret, safe and secure; and

9.1.3 not disclose the Disclosing Party's Confidential Information to any other person.

9.2 The Receiving Party may disclose the Disclosing Party's Confidential Information:

9.2.1 to the extent required by law, any court of competent jurisdiction or the rules of any government, public or regulatory body or any stock exchange (subject to giving the Disclosing Party written notice as soon as possible of such requirement and as permitted by law and regulation); and

9.2.2 to its officers, directors, employees and professional advisers and, in our case, our Affiliates, agents and sub-contractors, who need the Confidential Information in order for that Party to perform its obligations and exercise its rights under this Agreement.

9.3 A Party disclosing the other Party's Confidential Information under Clause 9.2.2 shall ensure that each person to whom it discloses that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this Clause 9 (*Confidentiality*).

9.4 Each Party acknowledges and agrees that damages alone may not be an adequate remedy for breach of this Clause 9 (*Confidentiality*). Accordingly, the Disclosing Party shall be entitled, without having to prove special damages, to injunctive relief, equitable relief and/or specific performance for any breach or threatened breach of this Clause 9 (*Confidentiality*).

10. ETHICAL CONDUCT



10.1	Supplier shall conduct its business ethically and lawfully in accordance with the highest standards adhered to by similar entities operating in UK.	12.4.8	maintain complete and accurate records and information to demonstrate its compliance with this Clause 12 and allow for audits by Firefly or Firefly's designated auditor and immediately inform Firefly if, in the opinion of Supplier, an instruction infringes the Data Protection Legislation.
10.2	Supplier represents and warrants that Supplier and its subcontractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions and comply with all applicable labour and employment laws, regulations, standards and conventions, including the Modern Slavery Act (2015), the UN's Guiding Principles on Business & Human Rights and the International Labor Organization's Conventions.	12.5	Firefly does not consent to Supplier appointing any third party processor of Personal Data under this Agreement
10.3	Supplier hereby acknowledges that it is aware of, and agrees to comply with, all applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act and the Foreign Corrupt Practices Act (FCPA) (and related regulation and guidance).	13. AUDIT	
11. NOTICES		13.1	Supplier shall maintain (and subject to applicable law provide to Firefly upon request) relevant business, technical and accounting records:
11.1	Formal notices and other legal communications provided for the purposes of this Agreement shall be in writing, in English and delivered by courier or by hand to the relevant Party's address as specified on the front pages of this Agreement (or such other address which is notified to the other Party in writing from time to time).	13.1.1	to support Supplier's invoices;
		13.1.2	to show proof of required permits and professional licences; and
		13.1.3	to demonstrate compliance with Supplier's performance of its obligations under this Agreement,
12. PERSONAL DATA PROTECTION			for not less than six (6) years following completion or termination of the relevant Services. All accounting records shall be maintained in accordance with generally accepted accounting principles.
12.1	Each Party shall comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.	13.2	Upon reasonable notice, Firefly may, at no charge to Firefly, audit Supplier's compliance with its obligations under this Agreement, including verifying compliance with applicable laws.
12.2	Each Party acknowledges that for the purposes of the Data Protection Legislation, Firefly is the Controller and Supplier is the Processor.	13.3	In connection with an audit, the Supplier shall provide Firefly (including its auditors and any regulators) access at reasonable times (or in the case of regulators, at any time designated by such regulators), to Supplier's registered trading address and addresses at which Supplier or any permitted subcontractor is providing or has provided services or deliverables under this Agreement and to all systems, data and business, technical and accounting records relating to Supplier's (and any subcontractor's) compliance with its obligations.
12.3	Firefly shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Supplier for the duration and purposes of this Agreement.	13.4	Supplier shall provide its full cooperation in any such audit, including by designating a focal point to support an audit and, if required by Firefly, promptly securing the rights for Firefly to directly request from any subcontractor, and for the subcontractor to promptly provide to Firefly, access to such systems, data and records relating to the work performed by such subcontractors.
12.4	Supplier shall, in relation to any Personal Data that is Processed in connection with the performance by Supplier of its obligations under this Agreement:	14. GENERAL	
12.4.1	Process that Personal Data only on the documented written instructions of Firefly unless Supplier is required by Applicable Laws to otherwise Process that Personal Data;	14.1	This Agreement constitutes the entire agreement between the Parties in connection with the Services and supersedes any prior arrangement in respect of its subject matter.
12.4.2	ensure that it has in place appropriate Technical and Organisational Measures, (which may be reviewed and approved by Firefly), to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);	14.2	Neither Party has entered into this Agreement in reliance upon, and shall have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other Party or any other person) which is not expressly set out in this Agreement.
12.4.3	ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;	14.3	A Party's delay in exercising, partial exercising or failure to exercise a right or remedy under this Agreement shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the Party giving it.
12.4.4	not transfer any Personal Data outside of the European Economic Area without the prior written consent of Firefly has been obtained and the following conditions are fulfilled:	14.4	If any provision of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such provision shall be deemed to be severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.
(a)	Firefly or Supplier has provided appropriate safeguards in relation to the transfer;	14.5	Except to the extent otherwise specified in this Agreement, variations or changes to this Agreement must be agreed in writing and duly executed by both Parties.
(b)	the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;	14.6	No partnership, agency or joint venture between the Parties shall be created by this Agreement.
(c)	Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and	14.7	Each Party is an independent contractor and is entering into this Agreement as principal and not as agent for or for the benefit of any other person.
12.4.5	assist Firefly, at Firefly's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;	14.8	This Agreement shall not be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
12.4.6	notify Firefly without undue delay on becoming aware of a Personal Data breach;	14.9	Neither Party shall assign, transfer, charge, hold on trust for any person or deal in any other manner with any of such Party's rights under Agreement.
12.4.7	at the written direction of Firefly, delete or return Personal Data and copies thereof to Firefly on termination of this Agreement unless required by Applicable Law to store the Personal Data; and	15. SUBCONTRACTORS	
			The Supplier shall not subcontract any of its work under the Agreement to any third party without the prior written consent of Firefly.
		16. GOVERNING LAW AND JURISDICTION	
		16.1	This Agreement and any non-contractual obligations arising in connection with it are governed by the laws of England and Wales. The Courts of England and Wales have exclusive jurisdiction to determine any dispute arising in connection with this Agreement.



Schedule A
Definitions and Rules of Interpretation

1 The following terms have the following meanings:

Acceptance Criteria	means the standards and or tests specified as Acceptance Criteria for each Service (as set out in the Purchase Order or any Statement of Work referenced on the Purchase Order or as otherwise agreed in writing by the Parties).
Accepted	means that the Service or Deliverable has met the applicable Acceptance Criteria, Firefly having had a reasonable opportunity to inspect and test the work undertaken, and Acceptance shall have the equivalent meaning.
Affiliate	means any entity that Controls; is Controlled by or is under common Control with the referenced Party from time to time.
Agreement	means the agreement between the Supplier and Firefly for the Goods and/or Services incorporating these Standard Purchasing Terms, together with the Purchase Order and any Statements of Work, documents, plan or specification referenced on the Purchase Order.
Agreement Date	means the date set out in the Purchase Order.
Change	means an amendment to this Agreement that has been duly executed by both Parties and executed under and in accordance with Clause 14.5.
Charges	means the charges payable by Firefly to the Supplier for the Services as specified in each Purchase Order (and calculated pursuant to Clause 3).
Claims	means claims or proceedings made, brought or threatened by any person including without limitation any claims for breach of IPR.
Confidential Information	means all information and data in this Agreement and any information that relates to a Party (or any of its such Party's Affiliates) disclosed to the other Party in connection with the Agreement, but excluding information received by the other Party that: (i) is publicly available (other than through a breach of Clause 9 (<i>Confidentiality</i>)); (ii) was received from a third party who did not acquire it in confidence; or (iii) is developed without any breach of this Agreement.
Control	has the meaning set out in Section 1124 of the UK Income and Corporation Taxes Act 2010 and Controlled shall have the equivalent meaning.
Deliverables	means all documents, equipment, tools, systems, products and materials developed by the Supplier or its representatives in performing the Services, in any form or media (as further explained in any Statement of Work referenced on the Purchase Order).
Foreground IPR	means IPR that is created by the Supplier solely as a result of the Services or creation of the Deliverables.
Firefly	means Firefly Green Fuels Limited , a company incorporated and registered in England and Wales with company number 14344333 whose registered office is at B21 Gloucestershire Science & Technology Park, Berkeley, Gloucestershire, United Kingdom, GL13 9FB.
Firefly Background IPR	means the Firefly processes; materials and IPR that exist at the Agreement Date or otherwise are created independently of this Agreement.
Goods	means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Firefly under the Agreement.
IPR	means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.
Object Code	means computer programming code substantially in binary form that is directly executable by a computer after processing, but without compilation or assembly.
Parties	means Firefly and the Supplier and Party means either Firefly or the Supplier (as context dictates).
Purchase Order	means the Purchase Order applicable to Firefly's order for the Goods, Services and/or Deliverables that is created under, and in accordance with, this Agreement that forms an integral part of this Agreement.
Services	means the services, including provision of any Goods, to be delivered by Supplier to Firefly as specified in each Purchase Order (and any associated Statement of Work).
Statement of Work	means a Statement of Work between the Parties that is created under, and in accordance with, this Agreement that will (only if referenced on the Purchase Order and on execution by both Parties) form an integral part of this Agreement, and shall not form a separate contract to it.
Supplier	means the Supplier identified in the Purchase Order.
Supplier Background IPR	means the Supplier processes; materials and IPR that exist at the Agreement Date or otherwise are created independently of this Agreement.
Term	has the meaning given in Clause 2.1.
Work Product	means any IPR, reports, documents, software or other materials created by Supplier for Firefly arising from the Services. The Work Product may comprise Supplier Background IPR, Firefly Background IPR and/or Foreground IPR.

2 Headings are for ease of reference and do not affect the interpretation of this Agreement.

3 References to a person include any individual, body corporate, partnership, government authority, agency or department, state or any other entity (in each case whether or not having separate legal personality).

4 Any words following the words include, in particular or any similar expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

5 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

6 Any obligation on a Party not to do something shall include an obligation not to allow that thing to be done.

7 References to this Agreement are to this Agreement as amended, supplemented or novated by written amendments duly executed by both Parties from time to time.