

<b>Affiliate Audit Companies (“AACs”) Terms and Conditions (“AACs Ts and Cs”)</b>	
<b>1.</b>	<b>Structure of the Agreement</b>
<b>1.1</b>	When <b>you</b> are approved as an <b>Affiliate Audit Company (“AAC”)</b> by <b>Sedex</b> these <b>Ts and Cs</b> form part of the <b>Agreement</b> between <b>you</b> and <b>us</b> .
<b>1.2</b>	These <b>Ts and Cs</b> apply to your provision of SMETA Audits under the <b>SMETA Audit Programme</b> , but there may be additional, specific terms, rules or policies which may be updated from time to time. Where those terms are different to the <b>Ts and Cs</b> , those Rules will take precedence over these <b>Ts and Cs</b> where there is a conflict between the documents,
<b>1.3</b>	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 <b>Ts and Cs</b> in Schedule 1.
<b>2.</b>	<b>Your right to conduct SMETA Audits under the SMETA Audit Programme</b>
	For the term of this <b>Agreement</b> <b>you</b> are granted the right to conduct <b>SMETA Audits</b> provided you comply with these <b>Ts and Cs</b> and the <b>SMETA Audit Rules</b> and the <b>Audit Quality Programme</b> .
<b>3.</b>	<b>Your Licence to use the SMETA Audit Methodology and Sedex/SIEL Marks</b>
<b>3.1</b>	For the <b>Term</b> of this Agreement, <b>we</b> grant <b>You</b> a non-exclusive, non-transferable licence to use the <b>SMETA Audit Methodology, Audit Materials</b> , and any <b>SIEL IP</b> and to access the <b>Sedex Platform</b> as an <b>Audit User</b> in accordance with this <b>Agreement</b> solely for the purpose of conducting <b>SMETA Audits</b> on behalf of <b>Buyer</b> and / or <b>Supplier</b> users of the <b>Sedex Platform</b> and complying with the terms of this <b>Agreement</b> .
<b>3.2</b>	<b>You</b> may refer to <b>Sedex</b> and <b>your</b> participation in the <b>SMETA Audit Programme</b> in accordance with the Brand Toolkit for Affiliate Audit Companies which can be found here: <a href="#">Sedex Ambassador Toolkit: Resources for Success</a>
<b>3.3</b>	Unless <b>you</b> have entered into a separate licence with <b>us</b> , <b>you</b> will not use the <b>SMETA Audit Methodology, Audit Materials</b> , or <b>SIEL IP (“IP”)</b> for any other purpose than as set out in Clause 3.1 and will not and will not try to or permit any third party to: <b>3.2.1</b> sublicense, publish, transmit, transfer, sell, copy, reproduce, distribute, display, modify, alter or in any way exploit, whether for commercial gain or not, the IP <b>3.2.2</b> use the IP to create derivative works of, create competitive products or service which compete with the Sedex Platform or the SMETA Audit Quality Programme and SMETA Audit Methodology, <b>3.2.3</b> distribute, share, publish or otherwise make the IP available outside of the Sedex Platform, the audited Supplier and/ or their linked Buyers.
<b>3.4</b>	When the <b>Agreement</b> terminates, the right and licence <b>you</b> have been granted in Clause <b>2</b> and <b>3</b> and <b>you</b> should ensure, unless <b>you</b> have a separate licence with us that all IP gathered during the term of the Agreement is not used for any purpose other than as archive copies for legal and compliance purposes only.
<b>3.5</b>	<b>You</b> shall not use, and shall not permit any third party to use, any data, content, materials or information provided, accessed or derived under or in connection with this Agreement (“Data”) for the purpose of training, fine-tuning, testing, developing, improving, or otherwise exploiting any artificial intelligence (AI) systems, machine learning models, large language models (LLMs), neural networks, or similar technologies, whether for commercial or non-commercial purposes.



3.6	<b>You</b> shall not, and shall not permit any third party to, incorporate the Data into any AI system, dataset, model training pipeline, or related database, whether directly or through derived works or embeddings.
3.7	<b>You</b> shall not use automated tools, bots, scrapers, or similar technologies to extract, harvest, or otherwise collect Data for the purpose of use in AI or machine learning systems.
4.	<b>Our Licence to use Audit Data and Your name and logo</b>
4.1	<b>You</b> grant <b>us</b> a perpetual, non-exclusive, non-transferable licence to use, process, access and transmit the <b>Audit Data</b> and any <b>AAC Marks</b> to provide, develop, maintain, deliver, monitor and improve our Products and Services.
4.2	<b>You</b> grant <b>Us</b> the right to promote and display <b>your</b> company using the company name and logo, as an <b>AAC</b> on the Sedex website and other communications.
5.	<b>Your Obligations to us</b>
5.1	<b>You</b> will provide all <b>SMETA Audits</b> in accordance with the Terms of this <b>Agreement</b> and any additional terms, rules or policies which you are provided with from time to time.
5.5	<p><b>You</b> will by entering into this <b>Agreement</b> warrant that you will;</p> <p><b>5.5.1</b> comply with all applicable laws and regulations;</p> <p><b>5.5.2</b> comply with the <b>Sedex Supplier Code of Conduct</b> and terms of the <b>Audit Quality Programme, Sedex AQP Policy, AAC Rules</b> and <b>Grievance Process</b>;</p> <p><b>5.5.3</b> provide <b>Sedex</b>, on no less than an annual basis, a copy of <b>your</b> risk assessment, and policy (and provide training to your auditors and employees on a regular basis) relating to best practice in handling matters related to anti-bribery and corruption and integrity management;</p> <p><b>5.5.4</b> provide Sedex, on no less than an annual basis, confirmation of <b>your</b> continued membership of the Association of Professional Social Compliance Auditors ("<b>APSCA</b>")</p> <p><b>5.5.5</b> ensure that all auditors are appropriately training in the use if the <b>SMETA Methodology</b> and <b>Sedex</b> risk assessment tools;</p> <p><b>5.5.6</b> not outsource, subcontract or use any third parties in the <b>SMETA Audit</b> process; and</p> <p><b>5.5.7</b> provide <b>Sedex</b> on no less than an annual basis, a report confirming, where <b>Audit Data</b> is held within <b>your</b> systems and who and where <b>Audit Data</b> has been shared outside of <b>your</b> employees involved within the <b>SMETA Audit</b> process.</p> <p><b>5.5.8</b> only use such personal data as is necessary to identify the individual contact(s) who supported the audit. Any supporting documents or evidence incorporated into the Audit Report which identify individuals, such as interview notes, sample payslips or other documents which may identify an individual shall be redacted to protect the identity of the individual.</p>
5.	<b>Payment Terms</b>
	<b>You</b> will pay all <b>AAC Fees</b> due within the payment timescales indicated in the <b>AAC Sedex Fees Structure</b> . All Fees are exclusive of any applicable value added tax or other sales taxes which will be added to <b>Our</b> invoices at the applicable rate.
6.	<b>IP Ownership</b>
6.1	<b>You</b> do not acquire ownership of any intellectual property rights in the <b>SIEL IP or Audit Data</b> . <b>Your</b> rights to use the foregoing are set out in this Agreement.
6.2	Should <b>you</b> wish to incorporate <b>SIEL IP or Audit Data</b> into your products and services, create <b>Derivative Works</b> with the <b>SIEL IP or Audit Data</b> or any part thereof or share the <b>SIEL IP or Audit Data</b> with any party other than an audited <b>Supplier</b> and their linked <b>Buyer(s)</b> you will require a separate licence.

<b>7.</b>	<b>Liability</b>
<b>7.1</b>	Neither <b>you</b> or <b>we</b> exclude or limit liability for: <b>7.1.1</b> Personal injury or death, <b>7.1.2</b> Fraud or fraudulent misrepresentation, or <b>7.1.3</b> Any other liability which cannot be excluded or limited under the <b>Governing Law</b> .
<b>7.2</b>	Subject to Clause <b>7.1</b> and <b>9</b> neither of us be liable to the other for any of the following: <b>7.2.1</b> Loss of profits, <b>7.2.2</b> Loss of sales, <b>7.2.3</b> Loss or corruption of data, <b>7.2.4</b> Business interruption, or <b>7.2.5</b> Any other indirect, special or consequential loss or damage.
<b>7.3</b>	Apart from the liabilities set out in Clause <b>7.1</b> and <b>9</b> , we both agree that it is fair and reasonable to set a cap on our liability to each other under in connection with this <b>Agreement</b> , and we both agree the amount of that liability cap shall be no more than an amount equal to the amount paid by <b>you</b> to <b>Us</b> in the year preceding the date either of us makes a claim against the other.
<b>8.</b>	<b>Indemnity Obligations: Our Indemnity to You</b>
	<b>We</b> will, at <b>our</b> own expense, defend <b>you</b> , 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 <b>you</b> that arise from or relate to an allegation that the <b>SIEL IP</b> infringes that third party's specific patent, trademark or copyright, or misappropriate that third party's trade secret or other intellectual property right.
<b>8.2</b>	This Clause <b>8</b> sets out <b>our</b> entire obligation to <b>you</b> with respect to any claim to infringement or misappropriation.
<b>9.</b>	<b>Indemnity Obligations: Your Indemnity to Us</b>
	<b>You</b> will, at your expense, defend <b>us</b> 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 <b>your</b> misuse of <b>SIEL IP, Audit Data</b> or other content made available to <b>you</b> under this Agreement.
<b>10.</b>	<b>Conditions to Indemnification</b>
<b>10.1</b>	We will both comply with the conditions set out this Clause <b>10</b> . If one of us is making a claim for indemnification under this <b>Agreement</b> the party seeking indemnification (the "Indemnified Party") shall: <b>10.1.1</b> Promptly notify the other party (the "Indemnifying Party") in writing of the claim; <b>10.1.2</b> Allow the Indemnifying Party to control, and reasonably cooperate with Indemnifying Party in, the defence of the claim and any related settlement negotiations, and <b>10.1.3</b> In no event, agree to, or authorise settlement of, any such claim without the Indemnifying Party's prior written agreement.
<b>10.2</b>	We both agree that we have a duty to each other to mitigate Losses claimed under Clause <b>8</b> and <b>9</b> by taking appropriate and reasonable actions to reduce or limit the amount of such damages either party might be exposed to.
<b>11.</b>	<b>Confidentiality</b>
<b>11.1</b>	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 (" <b>Confidential Information</b> ") or

	make any use of any such Confidential Information other than for the purposes of performance of the <b>Agreement</b> or as set out in Clause <b>11.2</b> below.
<b>11.2</b>	The confidentiality obligations in this Clause shall not apply to any information which: <b>11.2.1</b> Is or subsequently becomes available to the general public other than through a breach by the receiving party, <b>11.2.2</b> Is already known to the receiving party before disclosure by the disclosing party, <b>11.2.3</b> Is required to be disclosed by law, <b>11.2.4</b> Is developed through the independent efforts of the receiving party, <b>11.2.5</b> Is covered by the licenses, rights and obligations set out elsewhere in this Agreement, or <b>11.2.5</b> The receiving party rightfully receives from a third party without restriction as to use.
<b>12.</b>	<b>Term and Termination</b>
	The <b>Agreement</b> starts on the <b>Start Date</b> set out in the [ <b>Registration Form</b> ] and will continue for any <b>Initial Term</b> and any <b>Renewal Term</b> unless either of us provides written notice of termination to the breaching party as follows: <b>12.1</b> Immediately where a material breach cannot be remedied, or <b>12.2</b> 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.
<b>13.</b>	<b>Force Majeure</b>
	Neither of us will be liable to the other if we cannot perform or are delayed in performing our obligations under the <b>Agreement</b> due to a <b>Force Majeure Event</b> .
<b>14.</b>	<b>Dispute Resolution</b>
<b>14.1</b>	If a dispute arises out of or in connection with this <b>Agreement</b> or the performance, validity or enforceability of it (" <b>Dispute</b> ") then we both agree to follow the process set out in this Clause <b>14</b> .
<b>14.2</b>	Either of us will give the other written notice of the <b>Dispute</b> , setting out its nature and full particulars (" <b>Dispute Notice</b> "), together with relevant supporting documents. On receipt of the <b>Dispute Notice</b> , the parties shall attempt in good faith to resolve the <b>Dispute</b> .
<b>14.3</b>	If we are unable to resolve the <b>Dispute</b> within 20 working days of service of the <b>Dispute Notice</b> , then we will attempt to settle it by an agreed alternative dispute resolution mechanism prior to commencing litigation proceedings.
<b>14.5</b>	This <b>Agreement</b> shall be governed and interpreted in accordance with the laws of England and Wales (" <b>Governing Law</b> ") and we both agree that any legal proceedings shall commenced in the English Courts.
<b>15.</b>	<b>General Provisions</b>
<b>15.1</b>	We both agree that this <b>Agreement</b> 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.
<b>15.2</b>	Subject to clause <b>15.3</b> , any amendment to the <b>Agreement</b> shall be agreed in writing by both of us.
<b>15.3</b>	From time to time, <b>we</b> may change these <b>Ts and Cs</b> . <b>We</b> will post any changes on the Sedex website and notify <b>You</b> of such amendments. By continuing to remain registered as an <b>AAC</b> , <b>You</b> will be deemed to have accepted such changes.



<b>15.4</b>	<b>We</b> 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 <b>you</b> hereby confirm your agreement to the same and agree that <b>your</b> continued use of the <b>Product</b> or <b>Service</b> shall constitute acceptance of such novation, and agree to do and sign any such acts or documents as <b>We</b> may reasonably require to perfect such assignment or novation.
<b>15.5</b>	We both accept that: <b>15.5.1</b> Neither of us will interpret a failure by either of us to enforce any rights, remedies or powers under this <b>Agreement</b> in a specific situation as a waiver of those rights, remedies and powers. <b>15.5.2</b> If a court finds that any part of this <b>Agreement</b> is invalid or enforceable, the rest of <b>Agreement</b> shall remain in full force and effect.
<b>15.6</b>	Any notice to be given under the <b>Agreement</b> 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.
<b>15.7</b>	We both agree that the following Clauses will remain valid after termination of the <b>Agreement</b> : Clauses <b>3.5-3.7</b> (prohibition on use of IP in AI or LLM) <b>6</b> (Intellectual Property), <b>7</b> (Liability), <b>8</b> , <b>9</b> and <b>10</b> (Indemnity), <b>11</b> (Confidentiality), <b>13</b> (Force Majeure) and <b>14</b> (Dispute Resolution), as well as this Clause <b>15.7</b> .

## Schedule 1 | Definitions

<b>AAC Rules</b>	Means the Affiliate Auditor Rules which <b>AACs</b> need to comply with to be registered as an <b>AAC</b> and to maintain their status as an <b>AAC</b> .
<b>Affiliate Audit Company, AAC, You or Your</b>	Means the company you have registered that has met <b>our</b> criteria and has been authorised by <b>us</b> to conduct <b>SMETA</b> audits.
<b>Audit Data</b>	Means any and all data collected in the course of the Audit process.
<b>Audit Materials</b>	Means all training, guidance, instructions, policies, assessments and other materials provided to the <b>AACs</b> by <b>Sedex</b> .
<b>Audit Quality Programme (“AQP”)</b>	Means the strategic quality assurance programme developed to maintain the quality of <b>SMETA Audits</b> as a leading methodology, by improving detection and reporting of site issues and ensuring consistency of auditing techniques and standards amongst the <b>AACs</b> .
<b>Audit Report(s)</b>	Means the report uploaded by an Audit User into the <b>Sedex Platform</b> .
<b>Audit User</b>	Means <b>your</b> authorised users who will be granted access to the <b>Sedex Platform</b> to upload <b>Audit Reports</b>
<b>Buyer</b>	Means a buyer of goods and services who subscribes to the <b>Sedex Platform</b> for the purposes of accessing information relating to supply chain sustainability performance of its suppliers.
<b>Buyer/Supplier</b>	Means a User who has a licence to use the Platform or Services as both a Buyer and Supplier
<b>Force Majeure</b>	Means a failure by either of us to fulfil an obligation under the <b>Agreement</b> 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.).
<b>Grievance Process</b>	Means the process under which <b>Sedex</b> investigates complaints relating to the conduct of SMETA Audits. <b>You</b> can find out more information about the Grievance Process at <a href="#">Grievance-Process-Nov-20.pdf (sedex.com)</a> which may be updated from time to time.
<b>Personal Data</b>	Means personally identifiable data, including names and contact details



<b>Sedex AQP Policy</b>	Means the policy containing assurance and assessment processes to support continuous improvements in the <b>Audit Quality Programme</b> .
<b>Sedex Platform</b>	Means the <b>SIEL</b> platform where suppliers of goods and services share information via a range of assessment tools and services relating to supply chain sustainability performance.
<b>SIEL, Sedex, Us and Ours</b>	Means Sedex Information Exchange Limited, Company Number 14708906, with its registered office at 2 <sup>nd</sup> Floor, 5 Old Bailey, London, EC4M 7BA.
<b>SIEL IP</b>	Means the intellectual property rights of <b>SIEL</b> in the <b>SMETA Audit Methodology, Audit materials, AQP, SIEL</b> Products, tools, methodologies, Services or SIEL Marks or made available by <b>Sedex</b> 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.
<b>SIEL Mark(s)</b>	Means the <b>SIEL</b> trade or service marks including Sedex and <b>SMETA</b> .
<b>SMETA or SMETA Audit</b>	Means the Sedex Member's Ethical Trade Audit designed to help <b>Buyers</b> and <b>Suppliers</b> understand standards of labour, health and safety, environmental and ethics at Suppliers Sites of Employment.
<b>SMETA Audit</b>	Means the Sedex Member's Ethical Trade Audit designed to help <b>Buyers</b> and <b>Suppliers</b> understand standards of labour, health and safety, environmental and ethics at Suppliers sites.
<b>SMETA Audit Methodology</b>	Means the methodology and Audit Materials developed by Sedex and provided to the <b>AACs</b> by <b>Sedex</b> .
<b>Supplier</b>	Means a supplier of goods and services who shares information on the <b>Sedex Platform</b> via a range of assessment tools and services relating to its supply chain sustainability performance.