

Open book policy and audit

The Supplier shall conduct all dealings with Yondr on a fully open book basis. When requested to do so the Supplier will provide Yondr any further detailed information relating to any quotation or Order that Yondr may reasonably require.

Yondr further reserves the right to audit the Supplier in relation to this Agreement, any Orders, Goods and Services, with reasonable notice and at a time of the Yondr's choosing. Yondr will give the Supplier ten days prior written notice of Yondr's intention to undertake an audit.

For any audit, the Supplier shall grant to Yondr unlimited right of access to any of the Supplier's data, records, books of accounts (in accordance with best accountancy practices), documents and other materials (including the right to copy) which relate to this Agreement or any specific Order(s). The Supplier shall not be obliged to disclose any confidential or commercially sensitive information, except only to the extent necessary to demonstrate that it has complied with the conditions of this Agreement or any specific Order(s).

Yondr undertakes to hold any information provided by the Supplier in relation to this clause as confidential and not to make the information available to any third party without the express written consent of the Supplier. Yondr further undertakes not to use the information for purposes other than to confirm compliance by the Supplier with this Agreement or any specific Order. Should Yondr have reasons that the Supplier is in breach of any aspect of this Agreement or any specific Order, Yondr reserves the right to carry out an unannounced audit.

Following an audit, Yondr may discuss its findings with the Supplier and, if appropriate, the Parties shall agree a plan (including a timetable to implement the plan) to address any concerns identified in the audit. If the Parties fail to agree on a remedial plan, either Party may escalate the matter in accordance with the dispute resolution procedure outlined in Clause (XX). If an audit demonstrates that the Supplier is failing to comply with any of its obligations under the Agreement or any specific Order, then, without prejudice to the other rights and remedies of Yondr, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to Yondr. If an audit demonstrates that the Supplier has overcharged Yondr for the provision of the Services then, within 10 Business Days of such demonstration, the Supplier shall pay to Yondr an amount equal to the amount so overcharged.