

## General Terms of Purchase

### 1. Definitions – see Section 14

- 1.1 Where this document uses capitalized expressions (e.g., “Affiliate”, “Buyer”), those expressions shall have the meanings given to them in Section 14, which is at the end of these Terms.

### 2. Scope of these Terms

- 2.1 These Terms shall apply (i) where Goods and/or Services are purchased through an Order which incorporates these Terms, or (ii) where no agreement that is intended to apply to such purchase of Goods and/or Services has been agreed upon between the Buyer and the Seller.
- 2.2 Any terms and conditions that are proffered by the Seller through any manner or means, including those that may be contained in a proposal, quote, acknowledgement or acceptance of an Order, invoice, specification or any other document or media, shall not apply and shall be of no effect, notwithstanding any language to the contrary that may exist in the Seller’s proffered terms and conditions or anywhere else.

### 3. Acceptance of these Terms

- 3.1 The Seller may accept these Terms by any means, including, without limitation: (a) by signing or otherwise confirming its acceptance of the involved Order (such as in writing or electronically (e.g., via e-mail or procurement process)); or (b) by starting to provide performance relative to the involved Order.

### 4. Invoicing and Payment

- 4.1 Provided that the Seller satisfactorily delivers all of the involved Goods and/or Services, the Buyer shall pay the Seller the price as set out in the involved Order. In addition to the agreed-upon price, the Buyer shall also pay the Seller VAT (or its equivalent), if and when that sort of tax is applicable. The Seller shall not be entitled to any compensation other than that which is expressly set out in the involved Order.
- 4.2 If the involved Order indicates that the Buyer is to reimburse the Seller for expenses with respect to certain Services that will be provided, at the Buyer’s request, from locations other than the Seller’s offices or in their immediate vicinity then, as indicated in the Order, the Buyer shall reimburse the Seller for those expenses that the Seller incurs in providing such Services either:
- (a) by paying the Seller a fixed sum per day for each individual who is involved in providing such Services, the value of which shall be determined in accordance with the Buyer’s standard expense table for these purposes (and which may be one of those that is set out in the Buyer’s Supplier Expense Guidelines, which are available at <https://www.pmi.com/legal/legal-documents> (and which may be modified or replaced from time to time)); or
  - (b) by paying the Seller at its actual cost (without any mark-up), for those reasonable expenses for travel, accommodation and meals that the Seller incurs in providing such Services, provided, with respect to each such item of expense, that the Seller:
    - (i) incurs it in accordance with the Buyer’s Supplier Expense Guidelines which are available at <https://www.pmi.com/legal/legal-documents> (and which may be modified or replaced from time to time);
    - (ii) submits the receipt for it along with its claim for reimbursement; and
    - (iii) incurs only following the Buyer’s prior written approval (which it may give via e-mail).

- 4.3 Each party shall, at its own expense, comply with all of the obligations that the Agreement attribute to it. The Seller shall deliver to the Buyer (using the contact details and/or the process specified in the involved Order), no later than 30 days after delivering the involved Goods and/or performing the involved Services, an invoice that accurately details the relevant Goods and/or Services and that complies with the requirements provided by the Buyer relative to invoicing. If the involved Services are to be charged on a time and materials basis, and are to be provided over a period of time that is greater than one month, the Seller shall invoice the Buyer in arrears promptly following the end of each involved month (including associated expenses, if permitted).
- 4.4 The Buyer shall pay the Seller's invoice within the period specified for payment in the involved Order or, if the Order does not specify this period, then within 120 days from the date that the Buyer receives it (and provided that the invoice complies with the requirements that are set forth in this Section 4) by way of a bank transfer to an account that is held in the name of the Seller. The Buyer reserves the right to suspend payment of any invoice, in whole or in part, if (i) the Seller fails to comply with its obligations under the Agreement, or (ii) if the Buyer has reasonable grounds to dispute the invoice.

## **5. Provisions that apply to the purchase of Goods**

- 5.1 The Seller warrants that (a) the Goods will be free from any liens or encumbrances that could affect the Seller's right to transfer ownership of the Goods to the Buyer; (b) the Goods shall meet all of the specifications, standards, procedures, methods or systems that are referred to in the Agreement; (c) the Goods will be free from any and all defects (including those relating to design, workmanship and/or materials, and those that are obvious and latent in nature); (d) the Goods will be suitable for their intended use / purpose; and (e) the Goods will be manufactured, packaged and labelled in accordance with the Agreement and all applicable laws and standards of the countries of manufacture, distribution, and intended use, including laws on labor and employment, health and safety, manufacturing, transport, data protection, environment, competition and fair market practices.
- 5.2 The Seller warrants that the Goods do not and will not infringe on any Intellectual Property Rights of any third party. The Seller shall defend and hold harmless the Buyer and its Affiliates against any claims that the Goods infringe any such rights, and it shall indemnify them (irrespective of whether the Seller is in breach of any warranty) from any losses, damages, costs, expenses (including reasonable attorneys' fees), settlements, and judgments that are incurred by or that are expected to be incurred by the Buyer or its Affiliates or anyone deriving their right to use the Goods from the Buyer or its Affiliates that arise out of, or in connection with, any claim that the Goods infringe Intellectual Property Rights. The Buyer shall notify the Seller of any such claim(s) in a commercially reasonable period of time.
- 5.3 The warranties contained in Section 5.1 shall be valid for 24 months from the date that the Goods are delivered. The warranties contained in Section 5.2 shall continue indefinitely.
- 5.4 The Seller shall suitably package the Goods and deliver them (or engage a carriage company to do so) at the time and place that is specified in the involved Order. For any Goods that will cross international borders for delivery, the Goods shall be sent DDP (per INCOTERMS 2020). The Seller shall insure the Goods until delivery. Subject to Section 5.5, all risks shall pass from the Seller to the Buyer in accordance with the applicable INCOTERMS provisions, and ownership shall pass from the Seller to the Buyer upon the Goods leaving the country of origin.
- 5.5 In the event that there has been or will be a late delivery, the Buyer may cancel the Order with no obligation or liability to the Seller except as is provided in Section 5.9, even if the Buyer has already received the Goods. Alternatively, the Buyer may elect to allow the Seller additional time to make delivery, without waiving any rights to damages that it has against the Seller. The Buyer reserves the right to claim damages and interest from the Seller in the event of any late delivery and in the event of any failure on the part of the Seller to perform its obligations under the Agreement that causes any sort of loss or expense to the Buyer.

- 5.6 The Buyer is not obligated to accept or pay for any Goods that the Seller delivers to it that are in excess of the quantity stated in the involved Order. The Buyer may refuse any such Goods within 14 days after their delivery has taken place.
- 5.7 Should the Buyer elect to receive, and/or pay for, the Goods, this shall not imply that:
- (a) the Buyer accepts the Goods or waives any of its rights;
  - (b) the Goods meet the Buyer's specifications or requirements; or
  - (c) the Seller has complied with its obligations under Section 5.1.
- 5.8 The Seller waives any right to require the Buyer to promptly inspect the Goods and/or notify the Seller of any defects. The Buyer is entitled to notify the Seller of any defects that it becomes aware of at any time during the period of warranty that is set out in Section 5.3. If the Goods do not comply with the warranties contained in Section 5.1, the Buyer may, in its sole discretion (and without limiting any of its other rights): (i) rescind the Order and request a full refund for the Goods; (ii) request a price reduction that is intended to reflect the decreased value of the Goods; or (iii) require the Seller to replace or repair the Goods so that they will comply fully with the warranties that are contained in Section 5.1.
- 5.9 If the Buyer elects to rescind the involved Order, the Buyer shall have no obligation to the Seller other than to allow the Seller to collect the rejected Goods at the time and place that the Buyer specifies to the Seller. The Buyer shall be entitled to retain the Goods until the Seller has fully reimbursed the Buyer for the reasonable storage and insurance expenses that it has incurred / will incur (if there are any) from the time that the Goods were received until the time that the Seller collects the rejected Goods.
- 5.10 The Buyer shall have a continuing right to inspect the Seller's production facilities. If at any time the Buyer determines that the quality of the Goods during production does not meet the standards that have been established by the Agreement, or if the Buyer reasonably determines that the Seller will not be able to deliver the Goods on or before the specified and agreed-upon date, the Buyer may rescind the Agreement, in whole or in part, while retaining all rights that it has against the Seller.
- 5.11 To the extent that the use, distribution, resale or advertising of the Goods involves the use of any Intellectual Property Rights that belong to or are licensed by the Seller, its Auxiliary Persons and/or the manufacturer of the Goods, the Seller grants to the Buyer, at no cost, a worldwide, royalty-free, and irrevocable license for the use of such Intellectual Property Rights in connection with the Goods, for as far and as long as is required by the Buyer to benefit from the Goods.
- 5.12 The Buyer grants the Seller the right to use the Buyer Materials for the sole and exclusive purpose of complying with the Seller's obligations under the Agreement. Upon the termination or expiration of the Agreement, this right shall end immediately, and the Seller shall promptly return all involved Buyer Materials to the Buyer. For the avoidance of doubt, the Seller is not granted, and shall not have any rights to use, any Intellectual Property Rights of the Buyer or any of its Affiliates beyond those that exist as a part of the Buyer Materials that are covered in this Section 5.12.

## **6. Provisions that apply to the purchase of Services**

- 6.1 Service standards
- (a) The Seller shall provide the Services in a professional, workmanlike, and timely manner, using the level of skill, knowledge and judgment that is required of, or that is reasonably expected of, suppliers of comparable services. The Seller warrants that the Services shall conform to all descriptions and specifications that the Seller has provided to the Buyer. The Seller shall provide the Buyer with oral and written progress reports, as the Buyer may require from time to time. In the event that the Seller is

providing the Services on a time and materials basis (as opposed to for a flat / fixed fee), upon completion of the Services the Seller shall submit, for the Buyer's review, a report that specifies the number of hours that was worked and the amount of materials that was used. Provided that this report is accepted / approved by the Buyer, the Seller can then submit an invoice for its Services, in accordance with the provisions of Section 4. The Seller shall present all Work Products in a form and manner that is acceptable to the Buyer.

- (b) If the Services fail, in any respect, to comply with the provisions of the Agreement, the Buyer may (without prejudice to any other rights that it may have): (i) require the Seller to perform such corrective or additional Services as may be necessary to remedy such failure; (ii) refuse to accept any subsequent performance of the Services which the Seller attempts to make; (iii) terminate the Agreement in whole or in part, without incurring any liability to the Seller; (iv) purchase substitute services from another supplier; (v) hold the Seller accountable for any losses and additional costs that it has incurred or will incur; and (vi) have the Seller refund all sums that the Buyer has previously paid to the Seller under the Agreement.

## 6.2 Intellectual Property Rights

- (a) Original Work. The Seller warrants that all Contract Materials shall be its original work (or that of its Auxiliary Persons).
- (b) New IPR. The Seller hereby (i) assigns, and will continue to assign, and shall ensure that all of its Auxiliary Persons assigns and will continue to assign, to the Buyer, free of claims, all New IPR from the moment of their creation (excluding Background IPR and Independent IPR); and (ii) waives, and shall ensure that all of its Auxiliary Persons waive, all moral rights relating to such New IPR. The Buyer shall retain exclusive ownership of the Contract Materials and related New IPR after the termination or expiration of the Agreement. The Seller shall, and shall ensure that its Auxiliary Persons shall, provide all assistance that is reasonably required to perfect the Buyer's rights under this Section, including executing a certificate of acknowledgement of the foregoing assignments and such other documents as the Buyer reasonably requires in order to register, establish, maintain, perfect, assert or defend any New IPR in the Work Product.
- (c) Unassignable New IPR. The law of some countries may not permit the foregoing assignment of New IPR ("Unassignable New IPR"). To the extent that that is the case, the Seller hereby grants to the Buyer and its Affiliates, at no cost and for the full term of such Unassignable New IPR, an exclusive, sub-licensable, worldwide, irrevocable, assignable, royalty-free license to use, make, modify, offer for sale, import, export, sell, to add to the Contract Materials, or to combine such with other Materials, in each case to the extent that is necessary to allow the Buyer and its Affiliates to be able to fully benefit from the Contract Materials, Work Product and Unassignable New IPR.
- (d) Limited License to Seller Background IPR. The Seller hereby grants to the Buyer and its Affiliates, for the full term of Intellectual Property Rights protection, a non-exclusive, sub-licensable, fully paid-up, worldwide, irrevocable, assignable, royalty-free license to the Seller Background IPR that is in or related to the Contract Materials and/or the Work Product, which permits the Buyer and its Affiliates to use, make, modify, offer for sale, import, export, sell, to add to the Contract Materials, or to combine the Contract Materials with other Materials to the extent necessary to allow the Buyer and its Affiliates to be able to fully benefit from the Contract Materials and the Work Product.
- (e) The Seller acknowledges that the sums that are payable by the Buyer under the Agreement are good, valuable and complete consideration for the vesting of ownership in the Buyer of the Contract Materials and the New IPR that is in them, the transfer of title in the physical items, and the granting of the license to the Seller Materials.

- (f) The Buyer grants the Seller the right to use the Buyer Materials for the sole and exclusive purpose of complying with the Seller's obligations under the Agreement. Upon the termination or expiration of the Agreement, this right shall end, and the Seller shall promptly return all involved Buyer Materials to the Buyer. For the avoidance of doubt, the Seller is not granted, and shall not have any rights to use, any New IPR of the Buyer or any of its Affiliates.
- (g) The Seller warrants that the Work Product (excluding Buyer Materials) does not infringe on any Intellectual Property Rights of any third party. The Seller shall defend and hold harmless the Buyer and its Affiliates against any claims that the Work Product (excluding Buyer Materials) infringes any such rights, and it shall indemnify them (irrespective of whether the Seller is in breach of any warranty) from any losses, damages, costs, expenses (including reasonable attorneys' fees), settlements, and judgments that are incurred by or that are expected to be incurred by the Buyer or its Affiliates or anyone deriving their right to use Work Product from the Buyer or its Affiliates that arise out of, or in connection with, any claim that the Work Product infringes Intellectual Property Rights of any third party. The Buyer shall notify the Seller of any such claim(s) in a commercially reasonable period of time.

### 6.3 Termination

- (a) In addition to the rights that it has under applicable law, the Buyer shall also have the right to terminate the Agreement at any time with immediate effect.
- (b) Should the Buyer terminate the Agreement with immediate effect, it shall, unless it is otherwise agreed by the parties, pay the Seller:
  - (i) for terminating services that were performed on a "time and materials" basis, the rate(s) that has / have been agreed-upon in the Agreement up to the effective date of termination; and/or
  - (ii) for terminating services that were performed on a "fixed price" basis, an equitable sum that reflects the Seller's progress toward, and its reasonable investment(s) in, achieving the deliverables to which such fixed price services relate (but under no circumstances shall this amount ever be more than the relevant fixed price fee that is specified in the Agreement).
- (c) Upon the termination of the Agreement, the Seller shall cooperate with the Buyer, at no additional cost to the Buyer, in order to ensure that there is (i) an orderly winding down of the Services and (ii) a seamless transition and transfer of knowledge relative to the Services from the Seller to the Buyer and/or the Buyer's designee.

## 7. Confidentiality

### 7.1 Each party shall, and shall procure that its Auxiliary Persons shall:

- (a) not disclose Confidential Information or make it accessible to third parties without the other party's prior written consent, except as permitted by Section 7.2;
- (b) not use Confidential Information for any purpose other than to perform its obligations under the Order and the Agreement;
- (c) protect Confidential Information against theft, unauthorized disclosure or access, using means that are appropriate in relation to the nature and sensitivity of the involved Confidential Information, but under no circumstances using means that are less than commercially reasonable;
- (d) upon the disclosing party's request, return or delete all documents, materials and media that contain Confidential Information (with an exception being made for mandatory retention obligations that exist in accordance with applicable laws); and

- (e) not publicly refer to its business relationship with the other party for promotional or advertising purposes without obtaining the other party's prior written consent.

7.2 Each party is permitted to disclose the other party's Confidential Information:

- (a) to its Auxiliary Persons who:
  - (i) have a need to know such Confidential Information for the purposes of performing their obligations under the Agreement; and
  - (ii) are subject to written obligations of confidentiality that are at least as stringent as those contained in this Section 7;
- (b) to its Affiliates, and to its and their service providers, provided that the persons within such organizations who are given access to such information are subject to the obligations that are contained in subparagraphs 7.2 (a) (i) and 7.2 (a) (ii); and
- (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided, in each case, that (i) the disclosing party notifies the other party in writing prior to such disclosure, where legally permitted, (ii) the disclosing party takes reasonable steps, and cooperates with the other party, to prevent or limit such disclosure, and (iii) such disclosure is made, to the greatest possible extent, on a confidential basis.

7.3 The confidentiality obligations that are set out in this Section shall survive the termination or expiration of the Agreement.

## **8. Responsible Sourcing**

8.1 Seller acknowledges that it has received, and that it agrees to implement and comply with, Philip Morris International's Responsible Sourcing Principles (the "RSPs"), which apply to many areas, including the supply of Goods, Contract Materials and/or Work Product(s). The current version of these principles is available in the following location: <https://www.pmi.com/resources/docs/default-source/pmi-sustainability/responsible-sourcing-principles.pdf> (and it may be modified or replaced from time to time) If the Buyer becomes aware of any violation by the Seller of the RSPs, the Buyer will notify the Seller and the Seller must then promptly investigate all such violations, implement appropriate remedial steps, and notify the Buyer, in writing, of all relevant efforts in this regard. Should such violations persist, the Buyer shall have the ability and the right to terminate this Agreement, as well as any other Agreements and Orders that are then in place with the Seller, with immediate effect.

## **9. Marketing Codes**

9.1 A Seller that designs, develops, advertises, markets and/or sells combusted tobacco products or non-combusted alternatives shall comply with Philip Morris International's (i) Code for Design, Marketing & Sale of Combusted Tobacco Products and/or (ii) Code on Design, Marketing & Sale of Non-Combusted Alternatives, as well as their respective Implementation Guidelines, as applicable. The current versions of these codes are available in the following location: <https://www.pmi.com/our-views-and-standards/standards/marketing-standards>.

## **10. Books and Records**

10.1 The Seller shall keep and maintain, during the active term of the Agreement and for a period of 10 (ten) years thereafter, complete and accurate Books & Records.

## 11. Right of Audit

- 11.1 Upon reasonable notice and within normal business hours, the Buyer may inspect the Seller's:
- (a) Books and Records, as well as its financial and accounting records relating to any sums that it has charged or will charge the Buyer under the Agreement; and
  - (b) Compliance with the terms of the Agreement.
- 11.2 Each Party shall bear its own costs of preparing for and undertaking such inspections.
- 11.3 For the avoidance of doubt, the inspections that are described in this Section are separate and independent of those inspections that are described in Section 5.10.

## 12. General provisions

- 12.1 No partnership. The parties are and shall remain entirely independent from each other. Entry into and performance under the Agreement does not serve to make either party the agent or representative of the other, or to create any partnership, joint venture, employment or similar such relationship between the parties.
- 12.2 Subcontracting. The Seller shall not subcontract all or any part of its obligations under the Agreement without obtaining the Buyer's prior written consent. If the Seller is authorized by the Buyer to subcontract any of its obligations:
- (a) it shall do so on terms that are at least equivalent to, and no less stringent than, these Terms;
  - (b) it shall ensure that any and all warranties that it obtains from the involved subcontractor(s) shall extend to the Buyer;
  - (c) if it does not receive any express warranties from the involved subcontractor(s), it shall itself warrant such Goods and/or Services to the same extent as is set out in Sections 5.1 and 6.1; and
  - (d) it is and shall remain fully liable to the Buyer (i) for all aspects of the performance of the involved subcontractor(s), (ii) for the quality and compliance of any subcontracted Goods or Services, and (iii) for the quality and compliance of the full / final versions of the involved Goods and Services.
- 12.3 Assignment. Neither party may assign, transfer or delegate any of its rights or obligations under the Agreement without the other party's prior written consent. Notwithstanding the foregoing, the Buyer may assign, transfer or delegate any of its rights or obligations under the Agreement to any Affiliate without the Seller's consent.
- 12.4 Seller's representations. The Seller shall, at its own expense:
- (a) comply with all applicable laws, including, without limitation, those pertaining to Sanctions, anti-money laundering, anti-bribery, anti-corruption and counter-terrorism (such as, by way of example only, the Swiss Criminal Code, the US Foreign Corrupt Practices Act and the UK Bribery Act);
  - (b) maintain all permits (including work permits for its Auxiliary Persons), licenses, authorizations, certifications and registrations that are required in order to sell the involved Goods and/or provide the involved Services, as well as any related insurance coverages that are required by applicable law;
  - (c) maintain employer's liability, third party liability, product liability and professional liability insurance at levels that are sufficient (and acceptable to the Buyer) to cover any and all of its liabilities that may arise from the Agreement, which insurance must be provided by an insurance company that is acceptable to the Buyer;

- (d) ensure that safe working practices are followed, including, if the Services are provided at any site of the Buyer or of a Buyer's Affiliate, that the Buyer's or the Buyer's Affiliate's environment, health, safety and security policies and practices are provided to their employees and Auxiliary Persons and are complied with; and
- (e) comply with any policies and/or codes of business conduct that are communicated by the Buyer to the Seller.

Upon the Buyer's request, the Seller shall provide the Buyer with true copies of the relevant certificates of insurance, permits, licenses, authorizations, certificates and registration documents that are described in this Section 12.4.

12.5 Fiscal and Trade Compliance. The Seller shall market, sell and distribute the Goods in strict compliance with the terms and conditions of the Agreement, and all applicable fiscal and trade compliance regulations, including the following:

- (a) The Seller guarantees that it and its Auxiliary Persons, as well as its directors, agents, distributors and wholesalers, know and comply with the terms and conditions set forth in the applicable fiscal and trade compliance regulations and all related applicable laws that pertain to the Agreement.
- (b) The Seller agrees not to sell and/or distribute any Goods which it knows, or with the exercise of due care would reasonably suspect, to be counterfeits and/or in any other way in breach of the illicit trade and brand integrity provisions, including, but not limited to the applicable fiscal, customs and sanitary regulations.
- (c) The Seller agrees that the Buyer may suspend or terminate the Agreement, and/or any of its other commercial relationships with the Seller, if the Seller violates the terms of the Agreement, including, without limitation, those relating to delivery and/or packaging, or if it is otherwise shown to have unlawfully or knowingly engaged in any illegal trade.
- (d) The Seller agrees to cooperate with the Buyer, at no additional cost, in connection with any governmental inquiries that are made for the purposes of investigating the smuggling of Goods and/or the laundering of proceeds which arise out of illegal trade activities. The Seller expressly authorizes the Buyer, in response to a valid and specific government inquiry, to disclose the terms and conditions of any sale(s) of the Goods, and/or any other relevant facts involving such sale, including and without limitation, information regarding volume, intended market of retail sale and tracking information.
- (e) The Seller shall implement and maintain, as applicable, "Know Your Customer" policies and procedures, and it agrees to provide the Buyer with all information that is sufficient, in the Buyer's estimation, for the Buyer to be able to evaluate the adequacy of such policies and procedures and the application thereof, if so requested by the Buyer.
- (f) The Seller shall cooperate with the Buyer's efforts relating to Illicit Trade Prevention, which are accessible at this location: <https://www.pmi.com/illicit-trade-prevention>.

12.6 Force majeure. If the Seller determines that it cannot deliver the Goods and/or perform the Services within the deadlines set out in the involved Order due to events beyond its reasonable control (such as: third party industrial disputes; natural disasters having widespread and significant consequences that were not reasonably foreseeable, wars, riots, civil commotions, malicious damages), it shall immediately notify the Buyer of such situation in writing. The Buyer, without liability to the Seller, may, at its sole discretion, either (a) extend the time for the involved delivery or performance; (b) require the Seller to use best efforts to secure substitute Goods or Services; or (c) cancel the involved Order in whole or in part and source the Goods and/or Services from another provider.

- 12.7 No exclusivity. The Buyer shall remain free to purchase any types of Goods and/or Services from third parties, including similar types of Goods and/or Services as are covered in the involved Order.
- 12.8 No Minimum Commitment. The issuance of an Order and/or the acceptance of these Terms does not amount to any sort of commitment from the Buyer to make any further purchases from the Seller.
- 12.9 No agency / representation. Neither party shall be authorized, in any manner and to any extent, to represent, or act for or on behalf of, the other party or to bind the other party in any fashion, and neither party shall hold itself out as being so authorized.
- 12.10 Notices. Any notice that is to be given by a party to the other party under the Agreement shall be made in writing (such writing can be accomplished by e-mail or other electronic forms of communication, provided that the receipt of the same can be evidenced).
- 12.11 Entire Agreement / Amendments. The Agreement contains the entire understanding between the parties and it supersedes all other prior understandings and agreements, either oral or in writing, that may have existed between the parties with respect to its subject matter. It may be amended only by way of a written agreement that expressly refers to the Agreement and which is signed by all parties. An Order may deviate from these Terms only to the extent (i) that such intent is expressly indicated in the Order and (ii) that it has been signed by all parties.
- 12.12 Material breach and injunctive relief. The Seller acknowledges that the failure to comply with certain of its obligations under the Agreement (e.g., provisions pertaining to confidentiality, intellectual property, etc.) would constitute a material breach of the Agreement. The Seller further acknowledges that the Buyer shall, in addition to pursuing any other remedies that it may have, be entitled to seek immediate injunctive relief, without the need to post any sort of bond or surety, in connection with any actual or threatened breaches of such provisions.
- 12.13 Governing law, jurisdiction and arbitration.
- (a) The Agreement and all commercial relations between the parties shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland, excluding conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods of 1 January 1988 shall not apply.
- (b) Any dispute, controversy, or claim arising out of, or in relation to the Agreement, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one or three. The seat of the arbitration shall be Lausanne, Switzerland. The arbitral proceedings shall be conducted in English.
- 12.14 Non-disparagement / Publicity. The Seller must not initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage or destroy the goodwill or reputation of the Buyer. The name(s), trademark(s), and trade name(s) utilized by the Buyer in the conduct of its business and all Intellectual Property Rights and/or other right, title and interest therein, are the sole property of and vest in the Buyer and/or its licensors. Unless it is otherwise agreed in writing by the Buyer, the Seller must not use any of the name(s), trademark(s), or trade name(s) that are utilized by the Buyer and/or any of its Affiliates in the conduct of its business or for any other reason.
- 12.15 Indemnification. The Supplier shall release, indemnify and hold harmless the Buyer and its Affiliates (including all of their respective directors, officers and employees) from and against any Claims whatsoever or howsoever arising (e.g., directly or indirectly) out of its providing of the involved Goods and/or Services.

12.16 Waiver. No waiver of any rights under the Agreement shall be effective unless it is in a writing that is signed by the party to be charged. A waiver of a breach or violation of any provision of the Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision, or as a waiver of any breach or violation of any other provision of the Agreement.

12.17 Headings. The section headings contained in the Agreement are for reference purposes only, and they shall not affect the meaning or interpretation of the Agreement.

### 13. Provisions that apply if the Seller Processes Buyer Data or accesses Buyer Information Systems

#### 13.1 Information security

(a) Where the Agreement involves the Seller's:

(i) accessing Buyer Information Systems other than by using, from the Buyer's (or an Affiliate's) premises, hardware that the Buyer provides for that purpose; or

(ii) Processing Buyer Data other than by doing so directly on Buyer Information Systems,

the Seller shall, and shall also ensure that its Auxiliary Persons shall, comply with Philip Morris International's Information Security Schedule, which is available at <https://www.pmi.com/legal/legal-documents> (and which may be modified or replaced from time to time).

(b) Where the Seller accesses Buyer Information Systems using hardware that the Buyer provides for that purpose when at the Buyer's (or an Affiliate's) premises, the Seller shall, and shall also ensure that its Auxiliary Persons shall, comply with the Buyer's policies concerning access to and security of such Buyer Information Systems.

#### 13.2 Data Protection - Processing by the Seller

##### Rights and obligations of Seller and Buyer – Seller as Data Processor of Buyer Personal Data

13.2.1 This Section 13.2.1 applies to all the Seller's Processing of Buyer Personal Data, save where the Seller Processes Buyer Personal Data as a Data Controller as specified in Section 13.2.3.

(a) Appointment. The Buyer appoints the Seller as its Data Processor. The Seller shall Process Buyer Personal Data only (i) on behalf of the Buyer (and not for itself); (ii) for the purpose of providing the involved Services; (iii) so far as is necessary to provide the involved Services; and (iv) in accordance with the Buyer's reasonable and documented instructions that are provided from time to time. The Seller shall inform the Buyer immediately in writing if it considers that any of the Buyer's instructions infringe any applicable data protection laws.

(b) Data Processing particulars. The particulars of the Processing under Section 13.2.1 are as set out below, save to the extent that they are amended or supplemented in the involved Order:

(i) Subject matter of the Processing:	The provision of the Services to the Buyer.
(ii) Duration of the Processing:	The term of the Agreement.
(iii) Nature and purpose of the Processing:	As per the description of the Services.
(iv) Types of Personal Data being Processed:	As per the description of the Services.
(v) Categories of Data Subjects to whom the Personal Data being Processed relates:	As per the description of the Services.

(c) Subprocessing. Subject to Section 12.2, should the Seller appoint any subcontractor as a further Data Processor to Process Buyer Personal Data, the Seller shall engage such subcontractor under written

terms that provide equivalent protections to those that are set out in this Section 13.2.1. The Seller shall make a list of all such subcontractors available to the Buyer via its website, and it shall inform the Buyer of any proposed changes to that list at least 14 days in advance of any new subcontractor's appointment.

- (d) Data transfers. The Seller may not Process Buyer Personal Data outside of the Seller's jurisdiction (for the avoidance of doubt, where the Seller is located in the European Economic Area, the Seller's jurisdiction shall be considered to be the European Economic Area) unless it has first: (i) obtained the Buyer's prior written consent to do so; and (ii) agreed with the Buyer, and put in place, all measures which are necessary to ensure the involved transfer(s) is/are in compliance with applicable data protection law (including the terms that are set out in Addendum 1 to the Agreement).
- (e) Assistance to the Buyer. The Seller shall, upon the Buyer's request, assist the Buyer in assessing the impact of the Processing on the protection of Buyer Personal Data, including by providing: (a) a systematic description of the way that Buyer Personal Data is Processed or is planned to be Processed; (b) a description of the measures that it has implemented in order to protect Buyer Personal Data and to assist the Buyer in responding to Data Subject requests; and (c) an assessment of the specific risks, of which the Seller is aware, that relate to the rights and freedoms of Data Subjects and which arise out of or in connection with the Seller's Processing. In addition, the Seller shall assist the Buyer, as reasonably requested to do so, in cases where the Buyer decides to carry out a prior consultation with the relevant data protection authority.
- (f) Audit. The Seller shall make available to the Buyer all information that is necessary to demonstrate compliance with this Section 13 and all applicable data protection laws, and it shall allow for and contribute to audits (including inspections) of that compliance, conducted (upon reasonable notice and within normal business hours) by the Buyer or by another auditor that has been designated by the Buyer.
- (g) Return of Buyer Personal Data. Within 14 days of the expiration (or termination) of the Agreement, the Seller shall (at the Buyer's election) destroy or return to the Buyer all Buyer Personal Data in its possession or control. This requirement shall not apply to the extent that the Seller is required by applicable law to retain some or all of the Buyer Personal Data.
- (h) Data Subjects. The Seller shall, if it receives any communication from any person or entity (including Data Subjects and/or data protection authorities) with respect to its Processing of Buyer Personal Data: (i) notify the Buyer within 1 working day of receiving the communication; (ii) assist the Buyer, as reasonably required, to enable the Buyer to respond to the communication; and (iii) not respond directly to the communication without the Buyer's written permission.
- (i) Assistance with Security Events. The Seller shall assist the Buyer with any Data Breach and/or any suspected or threatened Data Breach (each, a "Security Event") by: (i) notifying the Buyer within 24 hours of becoming aware of the Security Event at [soc@pmi.com](mailto:soc@pmi.com) (or at such other address that is communicated by the Buyer in writing from time to time); (ii) providing the Buyer with all relevant information and documentation that is in its knowledge, possession or control concerning the Security Event; and (iii) cooperating with the Buyer and taking such steps as the Buyer may reasonably require in order to assist it in investigating, mitigating, and remediating any Security Event, including the making of any relevant notifications. The obligations that are set out above are without prejudice to any breach reporting obligations that are contained in the Agreement (including any documents that are incorporated into the Agreement by reference).

Rights and obligations of the Seller and the Buyer – Seller as either Data Processor or (to the extent specified in Section 13.2.3) Data Controller of Buyer Personal Data

13.2.2 This Section 13.2.2 applies both to the Seller’s Processing of Buyer Personal Data as a Data Processor, and (to the extent specified in Section 13) to its Processing of Buyer Personal Data as a Data Controller.

The Seller shall:

- (a) comply with all applicable data protection laws when Processing Buyer Personal Data;
- (b) ensure that each person acting under its authority that has access to Buyer Personal Data is bound by appropriate contractual obligations of confidentiality or is under an appropriate statutory obligation of confidentiality in relation to Buyer Personal Data; and
- (c) implement and maintain appropriate technical and organizational measures as are necessary to protect the Buyer Personal Data from accidental or unlawful destruction, damage, loss, alteration, unauthorized disclosure or access, including (i) the measures that are set out in the Philip Morris International’s Information Security Schedule, which is available at <https://www.pmi.com/legal/legal-documents> (and which is hereby incorporated herein by reference) and (ii) (without prejudice to the generality of the foregoing), as is required by applicable data protection laws.

Rights and obligations of the Seller and the Buyer – Seller as Data Controller of certain Buyer Personal Data

13.2.3 The Seller shall Process on its own behalf (as a Data Controller) Buyer Personal Data only to the extent that it comprises: (i) contact details of personnel of the Buyer and/or its Affiliates; and (ii) login and password data, audit trail data and any similar data that is generated by or in connection with the system(s), if any, that are used by the Seller to provide the involved Services, in each case only to the extent necessary to Process such data for the purpose of (a) exercising its legal rights; (b) managing its commercial relationship with the Buyer and/or its Affiliates, provided that this shall not include profiling, or marketing to, individual employees of the Buyer and/or its Affiliates, or of a supplier to any of them, or making available the Buyer Personal Data to any third party for any purpose other than as agreed in writing with the Buyer or as required by applicable law; or (c) operating such systems and back office processes as are necessary in order to provide the involved Services.

13.2.4 The Seller shall, where it acts as a Data Controller, notify the Buyer as soon as is reasonably practicable of a Data Breach after becoming aware of it, and it shall (without prejudice to its other obligations under this Section 13) consult with the Buyer about such steps as may reasonably be necessary or appropriate in order to investigate, mitigate and remediate the Data Breach and to otherwise assist the parties in discharging their respective obligations under applicable data protection laws.

Rights and obligations where the Buyer is located in the European Union, Switzerland or the United Kingdom

13.2.5 Where the Buyer is located in the European Union, Switzerland, the United Kingdom or any other country that is deemed by the European Commission to be adequate (a “Protected Area”) and the Seller is located outside the Protected Area, the terms that are specified in Addendum 1 of the Agreement shall apply.

## 14. Definitions

“**Affiliate**” means any entity which controls, is controlled by, or is under common control with, the relevant party; and “**control**” (and any variants of it) means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

“**Agreement**” means the agreement formed by the involved Order and these Terms.

“**Auxiliary Person**” means any person that is working directly or indirectly for another (such as an employee (or the

equivalent), a subcontractor, or an employee (or the equivalent) of a subcontractor, of the person concerned) or an officer, representative or adviser of that person.

**“Background IPR”** means those Intellectual Property Rights that have been owned or developed by the Seller before the issuance of the involved Order.

**“Books & Records”** means books, records of account, billing records, ledgers, reports, detailed financial records, and any other relevant data (including supporting documentation), the maintenance of which is commercially reasonable and proper for the accurate management of the Seller’s business as it relates to the involved Goods and/or Services and the billing of those Goods and/or Services to the Buyer and/or its Affiliates.

**“Buyer”** means the person or entity that is identified as such (or similar, e.g., “Client”, “Customer”) in the involved Order.

**“Buyer Data”** means data that either: (i) the Buyer, or a person acting on the Buyer’s behalf, provides to the Seller, or permits the Seller to access, in connection with the Agreement; or (ii) the Seller creates in connection with providing the involved Services.

**“Buyer Information Systems”** means information technology and communications systems, networks, services and solutions (including all hardware, software and documentation that either (a) form part of such systems and networks, or (b) are used in the provision of such services and solutions) that are either owned by the Buyer (or one of its Affiliates) or that are reserved for its (or their) operation.

**“Buyer Materials”** means all Materials that the Buyer delivers to the Seller in connection with the Agreement.

**“Buyer Personal Data”** means Buyer Data that is Personal Data.

**“Claims”** means a claim, or a notification of an intention to make a claim, against the Buyer (including its Affiliates and its/their respective directors, officers and employees) which may reasonably be considered likely to give rise to Losses under the Agreement.

**“Confidential Information”** means all business and/or technical information (including all tangible embodiments of such information, and irrespective of whether or not it has been marked as being confidential or not) (i) that relates to the subject matter of the Terms and/or the involved Order; (ii) that concerns a party and its products, operations, research and development efforts, inventions, intellectual property, trade secrets, computer software, strategies, plans, intentions, market opportunities, processes, methods, policies, recipes, formulae, vendor and customer relationships, finances and other business operations and affairs; and/or (iii) that belongs to third parties and that a party maintains in confidence, but which has been or may be disclosed to the other party in written and/or other materials or media, through the party’s access to the premises, equipment and/or facilities of the other party, and/or by oral communications with the employees, consultants, and/or agents of the other party, in connection with, or incidental to, the Terms and/or the involved Order.

**“Contract Materials”** means all of the Materials that the Seller (itself and/or through the use of Auxiliary Persons) creates in the performance of the Agreement.

**“Data Breach”** means any breach of security leading to the accidental or unlawful destruction, damage, loss, alteration, unauthorized disclosure of, or access to, Buyer Personal Data that is transmitted, stored or otherwise Processed.

**“Data Controller”** means a person who, alone or jointly with others, determines the purposes and the means of the Processing of Personal Data.

**“Data Processor”** means a person who Processes Personal Data on behalf of a Data Controller.

**“Data Subject”** means an identified or identifiable individual. An “identifiable” individual is one who can be identified, directly or indirectly, including by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors that are specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.

**“DDP”** means Delivered Duty Paid, as described more fully in Section 5.4.

**“Dispute”** means any dispute or difference that arises out of or in connection with this Agreement, as described more fully in Section 12.13.

**“Goods”** means the goods that the Seller is to provide under the involved Order.

**“Independent IPR”** means those Intellectual Property Rights that are developed by the Seller during the Agreement, but which arise entirely independently from the Agreement.

**“Intellectual Property Rights”** means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including any extensions or renewals), rights affording equivalent protection to copyright, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the foregoing items.

**“Losses”** means all losses, costs, claims, demands, actions, proceedings, fines, penalties, awards, liabilities, damages, compensation, settlements, expenses and/or professional costs and/or charges (including reasonable attorney’s fees), arrears of remuneration, indemnity in lieu of notice, protection indemnities, social security contributions, contributions to any kind of extra-legal social security coverage. For the purposes of this definition, (i) arrears of remuneration include, but are not limited to, salary, vacation allowances, bonuses and premiums of any kind, and (ii) contributions to any kind of extra-legal social security coverage include, but are not limited to, pension, hospitalization, invalidity and death.

**“Material”** means any material, item or idea (for example: designs, components, products, concepts, sketches, drawings, specifications, documentation, photographs, plans, computer software, reports, surveys, training materials, recommendations, methodologies, techniques, processes, inventions and discoveries).

**“New IPR”** means all Intellectual Property Rights that are created under the Agreement in connection with the Contract Materials and/or the Work Product (excluding Background IPR and Independent IPR).

**“Order”** means the document (for example, a purchase order or a contract information document) that (i) serves to document the purchase of Goods and/or Services and (ii) incorporates or refers to these Terms.

**“Personal Data”** means any data that relates to a Data Subject.

to **“Process”** (and any variants of it, such as “Processing”) means to perform any operation or set of operations upon data, whether or not by automatic means, such as collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, disclosing (by transmission, dissemination or otherwise making available), aligning or combining, blocking, erasing or destroying.

**“RSPs”** means Responsible Sourcing Principles, as described more fully in Section 8.1.

**“Sanctions”** means export control, restrictions on funds transfer and related laws and regulations of the United States of America, the United Kingdom, the European Union, Switzerland and the United Nations, or to which Buyer or Seller is subject to from time to time, including, without limitation, the US Export Administration Regulations, the US International Traffic in Arms Regulations, the US Department of Treasury Office of Foreign Asset Control's economic sanctions regulations, sanctions programs maintained by the United Kingdom's His Majesty's Treasury and any applicable European Union restrictive measure that has been implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy.

**“Seller”** means the person or entity that is identified as such (or similar, e.g., “Supplier”, “Service Provider”) in the involved Order.

**“Seller Materials”** means all Materials that are not Contract Materials or Buyer Materials.

**“Services”** means the services that the Seller has agreed to provide under the involved Order.

“**Terms**” means these General Terms of Purchase.

“**VAT**” means Value Added Tax.

“**Work Product**” means all Materials that the Seller (itself and/or through the use of Auxiliary Persons), in the performance of the Services, creates or delivers to the Buyer.

## **Addendum 1**

Definitions. For the purposes of this Addendum, unless they have been otherwise defined in the Agreement, capitalized terms shall have the same meaning as has been given to them in the GDPR (defined below).

1.1. "Applicable Law" shall mean the law of the applicable Member State, Switzerland or UK as specified in the Exhibit to this Addendum 1.

1.2. "Clauses" shall mean the SCC clauses.

1.3. The "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC or the UK or Swiss equivalent legislation as applicable.

1.4. The "SCC" or "SCCs" means the Standard Contractual Clauses that are set out in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

2. SCCs incorporated by reference. The Parties agree to incorporate the SCCs (including where relevant the UK Appendix) by reference.

3. Applicable Modules in the SCCs. Based upon the relationship and status of the Data Exporter and the Data Importer with regard to the Personal Data that may be transferred under this Addendum and the SCCs, the SCCs must be read with the following module(s) in effect, and that all other modules below and in the SCCs shall be inoperative:

3.1. Data Exporter as Controller and Data Importer as Controller. Module 1 shall apply, and Modules 2 through 4 of the SCCs are inoperative.

3.1.1. For purposes of Clause 13(a) where:

3.1.1.1. the Data Exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority; or

3.1.1.2. the Data Exporter is established in Switzerland: The FDPIC shall act as the competent supervisory authority with responsibility for ensuring compliance by the data exporter with Swiss law as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

3.1.2. For purposes of Clauses 14 through 16, the bracketed language shall not apply unless expressly pertaining to Module 1.

3.1.3. For purposes of Clauses 17 and 18, the Parties agree to OPTION 1 (for Clause 17) and, where required to specify the Member State in Clauses 17 and 18(b), select the law and courts as specified in Section 3 of the Exhibit to this Addendum 1. The term 'member state' in clause 18(c) must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland).

3.2. Data Exporter as Controller and Data Importer as Processor. Module 2 shall apply, and Modules 1, 3, and 4 of the SCCs are inoperative. In addition:

3.2.1. For purposes of Clause 9(a), the Parties select "OPTION 2: GENERAL WRITTEN AUTHORISATION," and Data Importer shall inform the Data Exporter in writing at least 7 days in advance of any intended changes to the agreed list referenced in OPTION 2 to Clause 9(a) and as specified in Section 11 of the Exhibit to this Addendum 1. Data Exporter's authorization shall be deemed given unless the Data Exporter objects to Data Importer within the allotted time period.

3.2.2. For purposes of Clause 13(a), where

3.2.2.1. the Data Exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority; or

3.2.2.2. the Data Exporter is established in Switzerland: The FDPIC shall act as the competent supervisory authority with responsibility for ensuring compliance by the data exporter with Swiss law as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

3.2.3. For purposes of Clauses 14 through 16, the bracketed language shall not apply unless expressly pertaining to Module 2.

3.2.4. For purposes of Clauses 17 and 18, the Parties agree to OPTION 1 (for Clause 17) and, where required to specify the Member State in Clauses 17 and 18(b), select the law and courts as specified in Section 3 of the Exhibit to this Addendum 1. The term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland or the UK from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 c.

3.3. Data Exporter as Processor and Data Importer as Processor. Module 3 shall apply, and Modules 1, 2, and 4 of the SCCs are inoperative. In addition:

3.3.1. For purposes of Clause 9(a), the Parties select "OPTION 2: GENERAL WRITTEN AUTHORISATION," and Data Importer shall inform the Controller in writing seven (7) days in advance of any intended changes to the agreed list referenced in OPTION 2 to Clause 9(a) and as specified in Section 11 of the Exhibit to this Addendum 1. The Data Exporter's authorization shall be deemed given unless the Data Exporter objects to Supplier within the allotted time period.

3.3.2. For purposes of Clause 13(a), where:

3.3.2.1. the Data Exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority; or

3.3.2.2. the Data Exporter is established in Switzerland: The FDPIC shall act as the competent supervisory authority with responsibility for ensuring compliance by the data exporter with Swiss law as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

3.3.3. For purposes of Clauses 14 through 16, the bracketed language shall not apply unless expressly pertaining to Module 3 of the SCCs.

3.3.4. For purposes of Clauses 17 and 18, the Parties agree to OPTION 1 (for Clause 17) and, where required to specify the Member State in Clauses 17 and 18(b), select the law and courts as specified in Section 3 of the Exhibit to this Addendum 1. The term 'member state' in Clause 18(c) must not be interpreted in such a way as to exclude data subjects in Switzerland or the UK from the possibility of suing for their rights in their place of habitual residence (Switzerland or the UK).

3.4. Data Exporter as Processor and Seller/Data Importer as Controller. Module 4 shall apply, and Modules 1 through 3 are inoperative. In addition:

3.4.1. Clauses 14 and 15 will apply only to the extent the Data Exporter is collecting Personal Data in the European Economic Area, UK or Switzerland.

3.4.2. For purposes of Clauses 14 through 16, if applicable, the bracketed language shall not apply unless expressly pertaining to Module 4.

3.4.3. For purposes of Clauses 17 and 18, where required to specify the country, the Parties select the law and courts as specified on the Exhibit to this Addendum 1.

4. Inclusion of Docking Clause. The Parties agree to include Clause 7.

5. Annexes. For purpose of Annex I, Annex II, and Annex III of the SCCs:

5.1. Annex I: List of Parties, Description of Transfer, and Competent Supervisory Authority. All as specified the Exhibit to this Addendum 1.

5.2. Annex II: Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of the Data: All as specified in the Exhibit to this Addendum 1.

5.3. Annex III: List of Sub-Processors. As specified in the Exhibit to this Addendum 1.

## UK APPENDIX

### BACKGROUND

This International Data Transfer Addendum to the EU Commission Standard Contractual Clauses is adapted from a document published by the UK ICO at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/> VERSION B1.0, in force 21 March 2022.

#### PART 1: TABLES

##### Table 1: Parties

1. The Start date is the start date of the Agreement
2. The Parties
  - 2.1. Exporter and Exporter Key Contact means the party identified as 'Data Exporter' in the Exhibit to this Addendum 1.
  - 2.2. Importer and Importer Key Contact means the party identified as 'Data Importer' in the Exhibit to this Addendum 1.

##### Table 2: Selected SCCs, Modules and Selected Clauses

1. Addendum EU SCCs means the SCCs identified in the Exhibit Terms.

##### Table 3: Appendix Information

1. "Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:
  - 1.1. Annex 1A: List of Parties: per Exhibit to this Addendum 1., term 1.
  - 1.2. Annex 1B: Description of Transfer: per Exhibit to this Addendum 1., term 4.
  - 1.3. Annex II: per Technical and organizational measures including technical and organizational measures to ensure the security of the data: per Attachment to the Exhibit to this Addendum 1., Technical Measures
  - 1.4. Annex III: List of Sub-processors (Modules 2 and 3 only): per Exhibit to this Addendum 1., term 11.

##### Table 4: Ending this Addendum when the Approved Addendum Changes

1. Which Parties may end this Addendum as set out in Section 19: neither Party.

#### PART 2: MANDATORY CLAUSES

1. Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

**Exhibit to Addendum 1**

1. <b>The Parties</b>	<b>Data Exporter:</b>	The Buyer	<b>Data Importer:</b>	The Seller
3. <b>Applicable Member State/ UK or Switzerland and Competent Supervisory Authority</b>	Poland and Polish law for EU ICO and English law for UK FDPA and Swiss law for Switzerland			
4. <b>Description of Transfer</b>	As specified in Clause 13.2.1(b) or the description of the Services.			
5. <b>Categories of Data Subjects</b>	As specified in the description of the Services.			
7. <b>Categories of Personal Data Transferred</b>	As specified in the description of the Services.			
8. <b>Special Category Data Transferred</b>	None.			
8. <b>Frequency of Transfer</b>	Ongoing			
9. <b>Purpose of the Data Transfer and Further Processing</b>	As specified in the description of the Services.			
10. <b>Period of Data Retention</b>	The contract term of the Agreement			
11. <b>Transfers to Subprocessors</b>	Seller may specify Subprocessors by referencing a website or list in a table the names of the Subprocessors, their locations and their addresses here			
12. <b>Technical Measures</b>	As specified in the Agreement			