

## General Terms of Purchase

### 1. Definitions – see Section 17

1.1 Where this document uses capitalized expressions (e.g., “Affiliate”, “Buyer”), such expressions shall have the meanings given to them in Section 17, and/or at other points throughout this document.

### 2. Scope of these Terms

2.1 These Terms shall apply to all Orders placed by Buyer with Seller. Each time Buyer places an Order, Seller agrees to fully comply with these Terms.

2.2 In case of conflict or discrepancy between these Terms and a Negotiated Agreement, the Negotiated Agreement shall prevail.

2.3 These Terms shall supersede any previous version of these Terms, or similar terms, issued by Buyer and/or its Affiliates relating to the involved Order.

2.4 Any terms and/or conditions proffered by or on behalf of Seller, through any manner or means, including, but not limited to, 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 have no force or effect, notwithstanding any language to the contrary that may exist in Seller’s proffered terms and conditions or elsewhere.

### 3. Acceptance of these Terms

3.1 Seller may accept these Terms by any means, including, without limitation: (i) 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 (ii) by providing performance relative to the involved Order.

### 4. Payment and Invoicing

4.1 Provided that Seller satisfactorily delivers all the involved Goods and/or Services, Buyer shall pay Seller the price as set out in the involved Order. In addition to the agreed-upon price, Buyer shall also pay Seller VAT or equivalent, if applicable. Seller shall not be entitled to any compensation other than that which is expressly set out in the involved Order.

4.2 Each Party shall, at its own expense, comply with all of the obligations that the Agreement attributes to it. Seller shall deliver to Buyer (using the contact details and/or the process specified in the involved Order), no later than 30 (thirty) 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 Buyer relative to invoicing, which are available at: <https://www.pmi.com/our-business/suppliers/platforms-how-to-invoice-pmi>. If the involved Services are to be charged on a time and materials basis and are to be provided over a period that is greater than one month, Seller shall invoice Buyer in arrears promptly following the end of each involved month (including associated expenses, if permitted).

4.3 Buyer shall pay Seller’s invoice in the currency specified in the involved Order and within the period specified for payment in the involved Order or, if the Order does not specify this period, then within 120 (one hundred and twenty) days from the date that Buyer receives it (and provided that the invoice complies with the requirements that are set forth in this Section) by way of a bank transfer to an account that is held in the name of Seller. Buyer reserves the right to suspend payment of any invoice, in whole or in part, if (i) Seller fails to comply with its obligations under the Agreement, or (ii) if Buyer has reasonable grounds to dispute the invoice.

### 5. Seller Expenses

5.1 If the involved Order indicates that Buyer is to reimburse Seller for expenses with respect to certain Goods and/or Services that will be provided, at Buyer’s request, from locations other than Seller’s offices or in the immediate vicinity thereof, then, as indicated in the Order, Buyer shall reimburse Seller for those expenses that Seller incurs in providing such Goods and/or Services either:

(a) By paying Seller a fixed sum per day for each individual who is involved in providing such Goods and/or Services, the value of which shall be determined in accordance with Buyer’s standard expense table for these purposes (which may be one of those that is set out in Buyer’s Supplier Expense Guidelines (available at <https://www.pmi.com/legal/legal-documents>). For the avoidance of doubt, the Supplier Expense Guidelines may be modified or replaced from time to time, and it is Seller’s responsibility to maintain full awareness of and compliance with the latest version(s) thereof); or

(b) By paying Seller, at its actual cost (without any mark-up), for those reasonable expenses for travel, accommodation and meals that Seller incurs in providing such Goods and/or Services, provided, with respect to each such item of expense, that Seller: (i) incurs it in accordance with Buyer’s Supplier Expense Guidelines (available at <https://www.pmi.com/legal/legal-documents>), 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 Buyer’s prior written approval (which it may give via e-mail). For the avoidance of doubt, it is Seller’s responsibility to maintain full awareness of and compliance with the latest version(s) thereof.

### 6. Provisions that Apply to the Purchase of Goods

6.1 Warranties. Seller warrants that (i) the Goods shall be free from any liens or encumbrances that could affect Seller’s right to transfer ownership of the Goods to Buyer; (ii) the Goods shall meet all of the specifications, standards, procedures, methods or systems that are referred to in the Agreement and/or that have been shared by Buyer with Seller; (iii) the Goods (including all materials used in the Goods) shall 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); (iv) the Goods shall be subject to quality control by Seller based on industry quality control standards; (v) the Goods shall be suitable for their intended use and purpose; (vi) the Goods shall be manufactured, packaged and labelled in accordance with the Agreement and all applicable laws and standards of the countries of manufacture, delivery, distribution, and intended use, including laws on labor and employment, health and safety, manufacturing, transport, data protection, environment, competition and fair market practices; and (vii) the Goods do not and shall not infringe on any Intellectual Property Rights of any third party.

- 6.2 Warranty Duration. The warranties contained in Section 6.1 shall be valid and continue indefinitely.
- 6.3 Changes to the Specifications or Manufacturing. Buyer shall notify Seller in writing of any changes to the specifications that Buyer requires, and the changes shall come into effect immediately upon notice to Seller. Seller shall request Buyer's written consent prior to implementing any change to the manufacturing of the Goods that may have an impact on the quality of the Goods, consumer safety and/or any regulatory requirements applicable to the Goods.
- 6.4 Certificates and Samples. Upon Buyer's request, Seller shall (i) provide a certificate of analysis and/or a certificate of conformity with each batch of Goods delivered to Buyer, and (ii) provide the number of samples of Goods for inspection purposes in line with the agreed quality or compliance requirements. Samples shall be provided in addition to the quantity of Goods ordered.
- 6.5 Packaging and Delivery. 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. The Goods shall be delivered by Seller to Buyer in accordance with the Incoterms specified in the Order. If nothing is so specified, the applicable Incoterms shall be Carriage Paid To (CPT).
- 6.6 Title and Risk. Title and risk of loss or damage relating to each shipment of Goods shall pass from Seller to Buyer (and from Buyer to Seller in case of a return of Goods) immediately after the vessel, aircraft, or other involved form of transportation onto which they are loaded first reaches international waters or airspace, or, if the shipment is transported by land, as soon as the shipment leaves the territory of the country of origin. Seller remains liable for loss of or damage to the Goods even after the risk of loss or damage has passed to Buyer if the loss or damage is due to an act or omission of Seller.
- 6.7 Customs. Seller shall comply with all applicable customs laws, including (i) filing complete and accurate customs documents to ensure that customs authorities can clear shipment of the Goods in the country of destination and (ii) timely and securely filing the signed freight paper, copies of any customs declarations and all other required customs documents. Upon Buyer's request, Seller shall promptly provide certified copies thereof to Buyer.
- 6.8 Inspection. Seller waives any right to require Buyer to promptly inspect the Goods. Buyer is entitled to notify Seller of any defects that it becomes aware of at any time during the period of warranty that is set out in Section 6.2.
- 6.9 Non-conforming Goods. In the event that either Party detects Goods that do not conform with the warranties set out in Section 6, such Party shall promptly inform the other Party in writing, and Seller shall (i) cooperate with Buyer, (ii) comply with Buyer's instructions regarding the non-conforming Goods, (iii) immediately take all necessary containment, corrective and/or preventive actions, and (iv) upon Buyer's request, promptly provide full traceability to Buyer regarding the non-conforming Goods between manufacturing and delivery to Buyer.
- 6.10 Consequences of Non-conforming Goods. If the Goods do not comply with the warranties contained in Section 6, and/or if Seller fails to deliver the Goods in accordance with the Agreement, 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; (iii) require Seller to replace or repair the Goods so that they shall comply fully with the warranties that are contained in Section 6; (iv) order substitution Goods from any third party and recover from Seller any Losses incurred in obtaining such substitution Goods; or (v) recover from Seller any Losses in connection with the affected Goods. If the option chosen by Buyer results in Seller owing any amount to Buyer, Buyer may request Seller to issue a credit note instead of a reimbursement. Credit notes issued by Seller shall (a) include a reference to the Order number, (b) include a reference to the non-conformity report (if applicable), (c) describe the affected quantity of Goods, and (d) be submitted in accordance with Section 4.
- 6.11 Late Delivery. If there has been or will be a late delivery, Buyer may cancel the Order with no obligation or liability to Seller except as is provided in this Section 6.11, even if Buyer has already received the Goods. Alternatively, Buyer may elect to allow Seller additional time to make delivery, without waiving any rights to damages or other remedies that it has against Seller. Buyer reserves the right to claim damages and interest from Seller in the event of any late delivery and in the event of any failure on the part of Seller to perform its obligations under the Agreement that causes any loss or expense to Buyer.
- 6.12 Rejected Goods. If Buyer elects to rescind the involved Order, to require Seller to replace or repair the Goods, or to order substitution Goods from a third party, Buyer shall have no obligation to Seller other than to allow Seller to collect the rejected Goods at the time and place that Buyer specifies to Seller. Buyer shall be entitled to retain the Goods until Seller has fully reimbursed Buyer for the reasonable storage and insurance expenses that it has incurred and will incur (if any) from the time that the Goods were received until the time that Seller collects the rejected Goods.
- 6.13 Excess Quantity. Buyer is not obligated to accept or pay for any Goods that Seller delivers to it that are in excess of the quantity stated in the involved Order. Buyer may refuse any such Goods within 14 (fourteen) days after their delivery has taken place.
- 6.14 No Waiver. Should Buyer elect to receive, and/or pay for, the Goods, this shall not imply that (i) Buyer accepts the Goods or waives any of its rights; (ii) the Goods meet Buyer's specifications or requirements; or (iii) Seller has complied with its obligations under Section 6.

- 6.15 Inspection. Buyer shall have a continuing right to inspect Seller's production facilities. If at any time Buyer determines that the quality of the Goods during production does not meet the standards that have been established by the Agreement, or if Buyer reasonably determines that Seller will not be able to deliver the Goods on or before the specified and agreed-upon date, Buyer may rescind the Agreement, in whole or in part, while retaining all rights that it has against Seller.
- 6.16 Seller License. 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 Seller, its Auxiliary Persons and/or the manufacturer of the Goods, Seller grants to 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 the time and extent that is required by Buyer to obtain the full benefit from the Goods.
- 6.17 Buyer License. Buyer grants Seller the right to use Buyer Materials for the sole and exclusive purpose of complying with Seller's obligations under the Agreement. Upon the termination or expiration of the Agreement, this right shall end immediately, and Seller shall promptly return all involved Buyer Materials to Buyer. For the avoidance of doubt, Seller is not granted, and shall not have any rights to use, any Intellectual Property Rights of Buyer or any of its Affiliates beyond those that exist as a part of Buyer Materials that are covered in this Section 6.17.

## 7. Provisions that Apply to the Purchase of Services

### 7.1 Service standards

- (a) 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. Seller warrants that the Services shall conform to all descriptions and specifications that Seller has provided to Buyer. Seller shall provide Buyer with oral and written progress reports, as Buyer may require from time to time. If Seller is providing the Services on a time and materials basis (as opposed to fixed fee), upon completion of the Services Seller shall submit, for 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 approved by Buyer, Seller can then submit an invoice for its Services, in accordance with the provisions of Section 4. Seller shall present all Work Products in a form and manner that is acceptable to Buyer.
- (b) If the Services fail, in any respect, to comply with the provisions of the Agreement, Buyer may (without prejudice to any other rights that it may have): (i) require 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 Seller attempts to make; (iii) terminate the Agreement in whole or in part, without incurring any liability to Seller; (iv) purchase substitute services from another supplier; (v) hold Seller accountable for any Losses and additional costs that it has incurred or will incur; and (vi) have Seller refund all sums that Buyer has previously paid to Seller under the Agreement.

### 7.2 Intellectual Property Rights

- (a) Original Work. Seller warrants that all Contract Materials shall be its original work (or that of its Auxiliary Persons).
- (b) New IPR. Seller hereby (i) assigns, and shall continue to assign, and shall ensure that all of its Auxiliary Persons assigns and shall continue to assign, to 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. Buyer shall retain exclusive ownership of the Contract Materials and related New IPR after the termination or expiration of the Agreement. Seller shall, and shall ensure that its Auxiliary Persons shall, provide all assistance that is reasonably required to perfect Buyer's rights under this Section, including executing a certificate of acknowledgement of the foregoing assignments and such other documents as 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, Seller hereby grants to 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 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. Seller hereby grants to 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 Seller Background IPR that is in or related to the Contract Materials and/or the Work Product, which permits 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 Buyer and its Affiliates to be able to fully benefit from the Contract Materials and the Work Product.
- (e) Seller acknowledges that the sums that are payable by Buyer under the Agreement are good, valuable and complete consideration for the vesting of ownership in 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 Seller Materials.
- (f) Buyer grants Seller the right to use Buyer Materials for the sole and exclusive purpose of complying with Seller's obligations under the Agreement. Upon the termination or expiration of the Agreement, this right shall end, and Seller shall promptly return all involved Buyer Materials to Buyer. For the avoidance of doubt, Seller is not granted, and shall not have any rights to use, any New IPR of Buyer or of any of its Affiliates.

- (g) Seller warrants that the Work Product (excluding Buyer Materials) does not infringe on any Intellectual Property Rights of any third party. Seller shall defend and hold harmless 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 Seller is in breach of a n y 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 Buyer or its Affiliates or anyone deriving their right to use the Work Product from 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. Buyer shall notify Seller of any such claim(s) in a commercially reasonable period of time.

### 7.3 Termination

- (a) In addition to the rights that it has under applicable law, Buyer shall also have the right to terminate the Agreement at any time with immediate effect.
- (b) Should Buyer terminate the Agreement with immediate effect, it shall, unless it is otherwise agreed by the Parties, pay Seller:
  - (i) For terminating Services that were performed on a "time and materials" basis, the rate(s) 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 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, Seller shall cooperate with Buyer, at no additional cost to Buyer, 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 Seller to Buyer and/or Buyer's designee.

## 8. Confidentiality

### 8.1 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 8.2;
- (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.

### 8.2 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 8;
- (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 8.2 (a) (i) and 8.2 (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, and when that is not practicable as soon thereafter as is possible, (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.

### 8.3 The confidentiality obligations that are set out in this Section 8 shall survive the termination or expiration of the Agreement.

## 9. Responsible Sourcing

- 9.1 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, and it is Seller's responsibility to maintain full awareness of and compliance with the latest version(s) thereof).

9.2 If Buyer becomes aware of any violation by Seller of the RSPs, Buyer shall notify Seller and Seller must then promptly investigate all such violations, implement appropriate remedial steps, and notify Buyer, in writing, of all relevant efforts in this regard. Should such violations persist, Buyer shall have the right to terminate this Agreement, as well as any other agreements and Orders that are then in place with Seller, with immediate effect.

## **10. Marketing**

10.1 Seller shall, if it designs, develops, advertises, markets and/or sells combusted tobacco products or non-combusted alternatives, comply with (i) the PMI Marketing Code Combusted Tobacco Products and/or (ii) the PMI Marketing Code Non-Combusted Alternatives, as applicable. The current versions of these codes are available at: <https://www.pmi.com/our-views-and-standards/standards/marketing-standards>. Such codes may change from time to time, and it is Seller's responsibility to maintain full awareness of and compliance with the latest version(s) thereof.

## **11. Books and Records**

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

## **12. Right of Audit**

12.1 Upon reasonable notice and within normal business hours, Buyer may inspect 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 Buyer under the Agreement; and
- (b) Compliance with the terms of the Agreement.

12.2 Each Party shall bear its own costs of preparing for and undertaking such inspections.

12.3 For the avoidance of doubt, the inspections that are described in this Section 12 are separate and independent of those inspections that are described in Section 6.15.

## **13. Seller's Obligations**

13.1 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 counterterrorism (such as, by way of example only, the Swiss Criminal Code, the US Foreign Corrupt Practices Act and the UK Bribery Act);
- (b) Take no action which would subject Buyer to any fines or penalties under applicable laws and shall maintain practices and adequate procedures designed to prevent any occurrence or act that would constitute a breach or violation of applicable laws;
- (c) Not use any payment (or any part thereof) made by Buyer, directly, indirectly, or through any other means whatsoever: (i) for any purpose that would constitute a violation of applicable laws; or (ii) for any illegal, unethical, or improper purpose, whether or not it is in connection with this Agreement;
- (d) Maintain all permits (including work permits for its Auxiliary Persons), licenses, authorizations, certifications and registrations that are required to sell the involved Goods and/or provide the involved Services, as well as any related insurance coverages that are required by applicable law;
- (e) Maintain employer's liability, third party liability, product liability and professional liability insurance at levels that are sufficient (and acceptable to 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 Buyer;
- (f) Ensure that safe working practices are followed, including, if the Services are provided at any site of Buyer or of a Buyer's Affiliate, that Buyer's or Buyer's Affiliate's environmental, health, safety and security policies and practices are provided to their employees and Auxiliary Persons and are complied with; and
- (g) Comply with any policies and/or codes of business conduct that are communicated by Buyer to Seller.

Upon Buyer's request, Seller shall provide Buyer with true copies of the relevant certificates of insurance, permits, licenses, authorizations, certificates and registration documents that are described in this Section 13.

## **14. Fiscal and Trade Compliance**

14.1 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) 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) 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) Seller agrees that Buyer may suspend or terminate the Agreement, and/or any of its other commercial relationships with Seller, if 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) Seller agrees to cooperate with 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. Notwithstanding the existence of any confidentiality or similar agreement to the contrary, and subject to the provisions set forth in these Terms, Seller expressly authorizes 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) Seller shall implement and maintain, as applicable, "Know Your Customer" policies and procedures, and it agrees to provide Buyer with all information that is sufficient, in Buyer's sole discretion, for Buyer to be able to evaluate the adequacy of such policies and procedures and the application thereof, if so requested by Buyer.
- (f) Seller shall cooperate with Buyer's efforts relating to Illicit Trade Prevention, which are accessible at this location: <https://www.pmi.com/illicit-trade-prevention>.

## 15. General Provisions

- 15.1 Relationship between the Parties. 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.
- 15.2 Subcontracting. Seller shall not subcontract all or any part of its obligations under the Agreement without obtaining Buyer's prior written consent. If Seller is authorized by 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 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 Section 6.1 and Section 7.1; and
  - (d) It is and shall remain fully liable to Buyer (i) for all aspects of the performance of the involved subcontractor(s), (ii) for the quality and compliance of any subcontracted Goods and/or Services, and (iii) for the quality and compliance of the full / final versions of the involved Goods and/or Services.
- 15.3 Assignment. Seller may not assign, transfer or delegate any of its rights or obligations under the Agreement without Buyer's prior written consent. Buyer may assign, transfer or delegate any of its rights or obligations under the Agreement to any Affiliate without Seller's consent.
- 15.4 Force Majeure. If 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, or malicious damages), it shall immediately notify Buyer of such situation in writing. Buyer, without liability to Seller, may, at its sole discretion, either (a) extend the time for the involved delivery or performance; (b) require 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.
- 15.5 No Exclusivity. 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.
- 15.6 No Minimum Commitment. The issuance of an Order and/or the acceptance of these Terms does not amount to a commitment from Buyer to make any further purchases from Seller.
- 15.7 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.
- 15.8 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).
- 15.9 Entire Agreement. 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.

- 15.10 Amendments. The Agreement 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.
- 15.11 Material Breach and Injunctive Relief. Seller acknowledges that the failure to comply with certain of its obligations under the Agreement (e.g., provisions pertaining to confidentiality, intellectual property, etc.) constitute a material breach of the Agreement. Seller further acknowledges that 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.
- 15.12 Non-Disparagement / Publicity. 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 Buyer. The name(s), trademark(s), and trade name(s) utilized by 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 Buyer and/or its licensors. Unless it is otherwise agreed in writing by Buyer, Seller must not use any of the name(s), trademark(s), or trade name(s) that are utilized by Buyer and/or any of its Affiliates in the conduct of its business or for any other reason.
- 15.13 No 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 shall 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.
- 15.14 Reporting / Status Updates. Seller agrees to provide Buyer, on an as-required periodic basis, or promptly upon Buyer's request, the type and level of reporting/status updating that is reasonably required by Buyer.
- 15.15 Survival. The termination or expiration of the Agreement and, if applicable, the Negotiated Agreement, in full or in part, remains without prejudice to any rights and remedies of any Party which may have accrued under the Agreement or the Negotiated Agreement until its or their termination or expiration, and does not affect any provision of the Agreement or the Negotiated Agreement which is expressly or by implication intended to come into or remain in effect on or after such termination or expiration, including the following: Section 1 (Definitions), Section 6 (Provisions that Apply to the Purchase of Goods), Section 7 (Provisions that Apply to the Purchase of Services), Section 8 (Confidentiality), Section 11 (Books and Records), Section 12 (Right of Audit), Section 13 (Seller's Obligations), Section 14 (Fiscal and Trade Compliance), Section 15 (General Provisions), and Section 16 (Data Protection and Information Security).
- 15.16 Severability. If any provision of the Agreement and, if applicable, the Negotiated Agreement is or becomes illegal, invalid or unenforceable in any respect, the Parties agree that (i) such provision shall not affect or impair the legality, validity or enforceability of any other provision of the Agreement or the Negotiated Agreement, and (ii) they shall use commercially reasonable efforts to negotiate in good faith with a view toward replacing the offending provision with a valid and enforceable provision which achieves, to the greatest extent possible, the same effect while differing from the replaced provision as little as possible.
- 15.17 Cumulative Remedies. The rights and remedies that are provided for in the Agreement and, if applicable, the Negotiated Agreement, and all other rights and remedies that are available to either Party at law or in equity, are, to the extent permitted by applicable laws, cumulative and are not exclusive of any other right or remedy now or hereafter available at law or in equity. Neither asserting a right nor employing a remedy shall preclude the concurrent assertion of any other right or the employment of any other remedy.
- 15.18 Indemnification. Seller shall defend, indemnify and hold harmless Buyer and its Affiliates (including all of their respective directors, officers and employees) from and against any Claims and/or Losses whatsoever or howsoever arising (e.g., directly or indirectly) out of a breach of this Agreement and/or of its provision of the involved Goods and/or Services (irrespective of whether Seller is in breach of any warranty), including, without limitation, any claims that the Goods or Services infringe any Intellectual Property Rights of any third party.
- 15.19 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.
- 15.20 Termination. Without prejudice to any other rights of Buyer, Buyer may terminate or suspend this Agreement and/or any commercial relationship that it has in place with Seller, at any time, with immediate effect, without liability, if Seller violates any provision of the Agreement or, if applicable, the Negotiated Agreement.
- 15.21 Governing Law. The Agreement and all commercial relations between the Parties shall be governed by, interpreted and construed in accordance with the substantive laws of Switzerland, without giving effect to any choice-of-law or conflict-of-laws rules or provisions, domestic, foreign or international, including the United Nations Convention on Contracts for the International Sale of Goods (1980), that would cause the laws of any jurisdiction other than the laws of Switzerland to be applicable.
- 15.22 Arbitration. All disputes arising out of or in connection with the Agreement shall be finally settled under the Swiss Rules of the Swiss Arbitration Centre in force on the date on which the notice of arbitration is submitted in accordance with those Rules. The seat of the arbitration shall be Lausanne, Switzerland. The number of arbitrators shall be 3 (three), unless otherwise agreed by the Parties. The arbitral proceedings shall be conducted in English.

**16. Provisions that apply if Seller Processes Buyer Data or accesses Buyer Information Systems**

**16.1 Information security**

- (a) Where the Agreement involves Seller's:
  - (i) Accessing Buyer Information Systems other than by using, from Buyer's (or an Affiliate's) premises, hardware that Buyer provides for that purpose; or
  - (ii) Processing Buyer Data other than by doing so directly on Buyer Information Systems,

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). For the avoidance of doubt, it is Seller's responsibility to maintain full awareness of and compliance with the latest version(s) thereof.

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

**16.2 Data Protection - Processing by Seller**

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

16.2.1 This Section 16.2.1 applies to all Seller's Processing of Buyer Personal Data, save where Seller Processes Buyer Personal Data as a Data Controller as specified in Section 16.2.3.

- (a) Appointment. Buyer appoints Seller as its Data Processor. Seller shall Process Buyer Personal Data only (i) on behalf of 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 Buyer's reasonable and documented instructions that are provided from time to time. Seller shall inform Buyer immediately in writing if it considers that any of Buyer's instructions infringe any applicable data protection laws.
- (b) Data Processing particulars. The particulars of the Processing under Section 16.2.1 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 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 16.2, should Seller appoint any subcontractor as a further Data Processor to Process Buyer Personal Data, Seller shall engage such subcontractor under written terms that provide equivalent protections to those that are set out in this Section 16.2.1. Seller shall make a list of all such subcontractors available to Buyer via its website, and it shall inform Buyer of any proposed changes to that list at least 14 days in advance of any new subcontractor's appointment.
- (d) Data transfers. Seller may not Process Buyer Personal Data outside of Seller's jurisdiction (for the avoidance of doubt, where Seller is located in the European Economic Area, Seller's jurisdiction shall be considered to be the European Economic Area) unless it has first: (i) obtained Buyer's prior written consent to do so; and (ii) agreed with 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 Buyer. Seller shall, upon Buyer's request, assist 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 Buyer in responding to Data Subject requests; and (c) an assessment of the specific risks, of which Seller is aware, that relate to the rights and freedoms of Data Subjects and which arise out of or in connection with Seller's Processing. In addition, Seller shall assist Buyer, as reasonably requested to do so, in cases where Buyer decides to carry out a prior consultation with the relevant data protection authority.
- (f) Audit. Seller shall make available to Buyer all information that is necessary to demonstrate compliance with this Section 16 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 Buyer or by another auditor that has been designated by Buyer.
- (g) Return of Buyer Personal Data. Within 14 (fourteen) days of the expiration (or termination) of the Agreement, Seller shall (at Buyer's election) destroy or return to Buyer all Buyer Personal Data in its possession or control. This requirement shall not apply to the extent that Seller is required by applicable law to retain some or all of Buyer Personal Data.
- (h) Data Subjects. 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 Buyer within 1 working day of receiving the communication; (ii)



assist Buyer, as reasonably required, to enable Buyer to respond to the communication; and (iii) not respond directly to the communication without Buyer's written permission.

- (i) Assistance with Security Events. Seller shall assist Buyer with any Data Breach and/or any suspected or threatened Data Breach (each, a "Security Event") by: (i) notifying Buyer within 24 (twenty-four) 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 Buyer in writing from time to time); (ii) providing Buyer with all relevant information and documentation that is in its knowledge, possession or control concerning the Security Event; and (iii) cooperating with Buyer and taking such steps as 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 Seller and Buyer – Seller as either Data Processor or (to the extent specified in Section 16.2.3) Data Controller of Buyer Personal Data

16.2.2 This Section 16.2.2 applies both to Seller's Processing of Buyer Personal Data as a Data Processor, and (to the extent specified in Section 16) to its Processing of Buyer Personal Data as a Data Controller.

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 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 Seller and Buyer – Seller as Data Controller of certain Buyer Personal Data

16.2.3 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 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 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 Buyer and/or its Affiliates, provided that this shall not include profiling, or marketing to, individual employees of Buyer and/or its Affiliates, or of a supplier to any of them, or making available Buyer Personal Data to any third party for any purpose other than as agreed in writing with 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.

16.2.4 Seller shall, where it acts as a Data Controller, notify 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 16) consult with 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 Buyer is located in the European Union, Switzerland or the United Kingdom

16.2.5 Where 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 Seller is located outside the Protected Area, the terms that are specified in Addendum 1 of the Agreement shall apply.

## 17. 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 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 Seller's business as it relates to the involved Goods and/or Services and the billing of those Goods and/or Services to 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) Buyer, or a person acting on Buyer’s behalf, provides to Seller, or permits Seller to access, in connection with the Agreement; or (ii) 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 Buyer (or one of its Affiliates) or that are reserved for its (or their) operation.

**“Buyer Materials”** means all Materials that Buyer delivers to 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 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 Materials that 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.

**“Goods”** means the goods, products, materials and/or other tangible items that Seller is to provide under the involved Order.

**“Independent IPR”** means those Intellectual Property Rights that are developed by 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 attorneys’ 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).

**“Negotiated Agreement”** means a written agreement between Buyer and Seller, that is intended to apply to the purchase of Goods and/or Services, and/or to Orders placed by Buyer with Seller, such as a supply agreement, service agreement or similar contract.

**“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 (e.g., a purchase order or a contract information document) that (i) serves to memorialize Buyer’s purchase of Goods and/or Services and (ii) incorporates or refers to these Terms.

**“Parties”** means Buyer and Seller.

**“Party”** means Buyer or Seller, as the context requires.

**“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 9.1.

**"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 similarly, (e.g., "Vendor", "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 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 Seller (itself and/or through the use of Auxiliary Persons), in the performance of the Services, creates or delivers to 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 shall 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>	Buyer	<b>Data Importer:</b>	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			