

JTI IRELAND LIMITED

TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 This Agreement is made between us, JTI Ireland Limited, and you, the person, firm, company or other trading organisation we have ordered goods and/or services from and which you will provide and/or perform (together the "**Work**") as detailed in any written order which we may place with you from time to time for Work, subject to the terms and conditions set out below (an "**Order**"). No variation of or addition to these terms and conditions will form part of this Agreement unless made or specifically accepted by us in writing. These terms and conditions will override and take the place of any other terms and conditions contained in any document or other communication used by you. If an Order includes any special terms and conditions which conflict with any of the terms and conditions set out below, the special terms and conditions will take precedence. You shall quote the reference number stated on the Order on all advice notes, invoices and correspondence relating to the Order and all goods shall be accompanied by an advice note stating these reference numbers.

2 PAYMENT

- 2.1 The price for the Work as set out in the Order is fixed and exclusive of VAT but inclusive of all other levies, duties, taxes, charges and expenses (including packaging, carriage and insurance, attendance at meetings and other disbursements). The price is inclusive of delivery to the location specified in the Order (the "**Location**") or which may be advised to you from time to time.
- 2.2 You will invoice us for the Work at any time after the later of the due date for completion of the supply of the Work and the actual date of such completion and payment shall be made within 60 days from the end of the month of receipt of invoice.
- 2.3 Without prejudice to any other right or remedy we may have, we reserve the right to set off any amount owing at any time by you to us, whether under this Agreement or any other agreement which may exist from time to time between us, against any amount payable by you to us under this Agreement.
- 2.4 Interest shall be payable on any amount payable under this Agreement which is not paid by the due date for its payment. Such interest shall accrue and be calculated on a daily basis at the rate of 2% per annum above the base rate from time to time of Allied Irish Banks, p.l.c.
- 2.5 Payments made by us are without prejudice to any rights we may have by reason of the Work failing to comply with this Agreement or for any other reason whatsoever. In addition any other liability for breach of any of the warranties under an Order shall not be terminated by reason of such payment.

3 DELIVERY

- 3.1 The Work shall be provided in the quantities, by the times and at the Location strictly in accordance with the Order or as otherwise agreed with us in writing and we shall not be obliged to accept any incomplete delivery or any Work in excess of the amounts ordered. If the Work requires the carrying out of tests or the installation of goods, after receipt by us, delivery shall not be deemed to be complete until such tests have been passed or any goods installed to our unconditional satisfaction and you shall provide us upon request with copies of all test reports and all data arising as a result of such testing.
- 3.2 Time for provision of the Work shall be of the essence. You shall notify us if any delivery or performance is likely to be delayed beyond the specified date. Failure by you to notify any likely delay shall entitle us to terminate without liability for all or part of the Order and/or to compensation for any losses resulting from such failure and delay. If any delay so notified does or is likely to exceed 30 days, we shall be entitled to terminate without liability on our part for all or part of the Order and/or (unless the delay is due to Force Majeure) to compensation for any resulting losses.
- 3.3 In addition to any other right we may have under this Agreement or any Order, we shall be entitled to postpone the date of delivery for whatever period we think fit upon giving notice in writing to you provided that we pay you such reasonable additional charges as in the circumstances we shall in our reasonable discretion think fit.
- 3.4 You must ensure all goods delivered as part of the Work are suitably packaged and labelled and we shall not be obliged to return any packaging materials for any goods whether or not they are accepted by us. However, you shall remove all such packaging promptly following our request. All Work shall be dispatched carriage paid to the Location. Unless otherwise agreed in writing by us, we shall not be required to pay for or return to you any packing cases, crates or any other packing materials.
- 3.5 If the Work is delivered or performed in installments, the Agreement shall be treated as a single contract and not severable.
- 3.6 You shall liaise with us (and any third parties designated by us) regularly and at our request in connection with the Work. You shall provide to us access to the Work at all key stages in its development. You shall not depart from the Order for the Work unless you have obtained our written approval. You shall make all and any amendments to the Work required by us and unless agreed in writing by us, any such amendments shall not increase the price.
- 3.7 If an inspection by us at any time after delivery of the Work establishes that all or any part of the Work supplied does not comply with all the requirements of these terms and conditions we may (without limitation) reject the Work

- supplied, return it to you and require a replacement or rectification, or require re-performance of the Work and in each case recover our loss, costs and expenses from you.
- 3.8 Without prejudice to Condition 3.7 we shall have the right to and you shall allow us free access to your premises for the purpose of enabling us or our authorised representative to inspect and, where appropriate, reject the Work prior to delivery.
- 3.9 Inspection by us at any time shall not relieve you of responsibility or liability for the Work and shall not imply acceptance thereof.
- 3.10 Rejection of the Work pursuant to this Condition 3 shall entitle us without prejudice to any other rights we may have to do all or any of the following acts:-
- (a) return the Goods to you at your expense in which event risk in the Work shall re-pass to you when the Work leaves our premises and title in the Work shall re-pass to you when you have fully reimbursed to us all monies which have been paid by us in respect of the Work; or
 - (b) require you to repair or replace the Work at your expense so that the Work shall conform in all respects with the Order and you shall use best endeavours to ensure such repairs are carried out or replacement Work supplied as soon as possible; or
 - (c) refuse to accept any further deliveries or installments of the Work.
- 3.11 If we install any Work supplied to us, you shall supply in advance of delivery a functional description of each part of the Work, together with sufficient drawings and instructions to allow us to install, operate and maintain the Work including details of any special environmental controls required to ensure that the Work meets any relevant specification.
- 3.12 You shall remit a certificate of conformance with any relevant specification confirming conformance with all appropriate regulatory approvals and health and safety requirements.

4 DAMAGE OR LOSS IN TRANSIT

- 4.1 Without prejudice to Condition 3, you shall, upon receiving notice thereof from us, repair or replace free of charge, at our option, Work damaged in transit and replace Work lost in transit and delivery of such Work shall not be deemed to have taken place until replacement of repaired Work has been supplied by you to us.

5 VARIATIONS

- 5.1 You shall accept any reasonable variation in scope, specification, quantity or delivery in relation to the Work requested by us. The price shall be adjusted and agreed in writing by us to reflect the variation having regard to the rates and prices used in the Order or, where these are not relevant, to what is fair and reasonable.
- 5.2 Neither party shall be bound by any variation to the Order unless and until it is confirmed by an official Order amendment issued by us.

6 RISK

- 6.1 The risk in any goods which form all or part of the Work shall pass to us when delivered in accordance with the terms of the Order provided delivery is acknowledged by an authorised member of our staff. Prior to physical delivery, risk in the Work shall be with you and you shall insure the Work to its full replacement value and against all risks and where property in the Work has passed to us pursuant to Condition 6.2 you shall pay all insurance proceeds to us without prejudice to any other rights we may have whether under these terms and conditions or at law.
- 6.2 Title in the Work shall pass to us upon delivery, unless (1) payment for the Work is made prior to delivery when property shall pass to us once payment has been made or (2) where you have notified us that the Work is ready for delivery and we are willing to take title in the Work but not delivery.
- 6.3 Where we take title in the Work but not delivery, you agree that you shall, if requested by us, store the Works for us until we shall request delivery. You shall provide us with a return setting out the stocks held on a monthly basis. You shall store such Work separately and shall mark the Work clearly as our property.
- 6.4 Where we shall notify you in accordance with Condition 21, you shall hold stocks of Work so that they are available for delivery within 24 hours or such other period as may be specified in an Order issued pursuant to Condition 21; title in such Work shall remain with you until delivery. You shall provide to us each month a return setting out the quantity of such stocks held.

7 GUARANTEE

- 7.1 If within the period after delivery specified in the Order (the "**Guarantee Period**") we give notice in writing to you of any defect or failure in the Work then you replace or repair the Work within 10 business days or such other period as we may reasonably specify so as to remedy the defects without cost to us. If no Guarantee Period is specified in any Order then the Guarantee Period shall be 12 months.
- 7.2 We shall use reasonable endeavours and, as soon as reasonably practicable after discovery of any such defect or failure, to return the defective Work or parts of it to you at your risk and expense unless it has been agreed between us that the necessary replacement or repair shall be carried out by you on our premises.
- 7.3 Without prejudice to Conditions 7.1 or 7.2, we may during the Guarantee Period at our sole option carry out the repair of defective Work ourselves or make arrangements for repair to be carried out by third parties and you shall reimburse us for all costs incurred.

8 INTELLECTUAL PROPERTY

- 8.1 You hereby assign absolutely by way of present and (to the extent permissible by law) future assignment and free from encumbrance all intellectual property rights which are created by you or on your behalf as part of the Work. You may use those intellectual property rights only as properly and reasonably required in connection with the supply of the Work for us.
- 8.2 You grant us a non-exclusive, worldwide, perpetual, transferable, royalty-free licence (including the ability to grant sub-licences) in respect of all intellectual property rights in the Work and which are not assigned to us under clause 8.1.
- 8.3 You shall obtain all releases, waivers and authorisations including of any applicable moral rights, throughout the world necessary for us to make full and free use of the Work.
- 8.4 You shall and shall procure that your agents, employees and sub-contractors shall execute any documents or do anything else reasonably required by us to vest in and transfer to us (and maintain, defend and enforce) those intellectual property rights referred to in clause 8.1, to secure the licences referred to in clause 8.2 and to confirm those releases, waivers and authorisations referred to in clause 8.3.
- 8.5 You shall not use or permit the use by any third party of any of the intellectual property belonging to us (or our licensors).
- 8.6 You will indemnify and hold us harmless against any damages (including costs) that may be awarded or agreed to be paid in respect of any claim or action that any Work supplied by you infringes any intellectual property right of a third party.

9 HAZARDOUS GOODS

- 9.1 If any Work to be supplied under any Order contains any hazardous substances or requires any special precautions to be taken to ensure safety in handling, transport, storage or use, you shall prior to delivery furnish us with written details of the nature of those substances and the precautions to be taken and shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently marked or securely attached to any containers into which they are packed.
- 9.2 In particular (but without limitation) you shall provide to us in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify us against any and all liabilities, claims and expenses which may arise as a result of your failure to do so.

10 WARRANTIES

- 10.1 You warrant that all of the Work supplied by you:
- (a) shall conform to any specifications, drawings, samples, or descriptions furnished by you or by us to you or included in any brochures produced by you or any requirements notified by us you (which shall include without limitation bar codes);
 - (b) shall be fit for their intended purpose or for any other purpose referred to in the Order;
 - (c) will be of satisfactory quality, in full accordance with any specification in the Order or which we may provide you with from time to time prior to delivery and will be fit for any purpose stated by us prior to or in the Order or held out by you;
 - (d) will be free from all defects in design, material and workmanship;
 - (e) will correspond with any samples provided;
 - (f) will not infringe any intellectual property rights or other rights of any third party anywhere in the world.
- 10.2 You also warrant that any services supplied by you as part of the Work will be performed by appropriately qualified and trained personnel with all due skill, care and diligence and to such high standards of quality stated in the Order or (if none are so stated) as it is reasonable for us to expect.
- 10.3 In performing your obligations under this Agreement you shall (and shall procure that your agents, employees and sub-contractors shall) comply with, and you shall ensure that the Work complies with, all applicable laws, standards, codes of practice (whether voluntary or mandatory), statutory requirements or other regulations and with such of our standard procedures as we may issue to you from time to time.
- 10.4 In performing your obligations under this Agreement you shall (and shall procure that your employees, agents and sub-contractors shall) ensure that, proper age verification of the adult smoker and/or vaper is completed before such smoker and/or vaper is exposed to any information or materials intended for smokers and/or vapers. You also warrant that such information and materials intended for smokers and/or vapers will be provided only by adult employees, agents and sub-contractors.

11 PERSONNEL

- 11.1 You shall be responsible for any income tax, pay related social insurance contributions or other statutory payments in relation to any and all individuals employed or engaged in the provision of the Work from time to time (the "**Employees**") and will ensure that they are deducted and/or paid to the relevant authorities. You shall indemnify us against all demands, claims, actions, proceedings, damages, payments, losses, costs, expenses or other liabilities (together "**Losses**") arising out of any claim or assertion that any Employee is or was an employee, servant or worker

- of us by reason of being engaged in the Work or arising out of any act or omission of you or any of your sub-contractors, employees or agents in relation to any Employee.
- 11.2 At any time during the continuance of this Agreement we may require you to provide to us (or any other person nominated by us) within 14 days such information as we or our nominee may reasonably require in connection with the employment or engagement of the Employees. This paragraph 11.2 is without prejudice to clause 11.4 below.
- 11.3 You will procure that there will be no transfer of employment of any of the Employees to us or any person who provides services to us (a "**Future Service Provider**") following the termination of this Agreement or the termination of the provision of any of the Work by you (directly or indirectly) and on or prior to any such termination you shall ensure that all Employees are redeployed elsewhere in your or your sub-contractors' business or dismissed at your expense.
- 11.4 You shall indemnify us (for our benefit and that of any Future Service Provider) and hold us harmless against all Losses incurred by us and/or any Future Service Provider by virtue of the operation or alleged operation of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations, 2003 in connection with the termination of this Agreement or the provision of any of the Work (including any dismissal or alleged dismissal of any Employee by us or a Future Service Provider).

12 INDEMNITY

- 12.1 You shall indemnify us for:
- (a) all loss, liability, damage, cost, claims or expense suffered by us directly or indirectly as a result of any breach of the Order or quality of Work by you, these terms and condition or any representation, warranty or condition (express or implied) given by you; and
 - (b) any act or omission of you (including your employees, agents and sub-contractors) in supplying the Work; and
 - (c) all loss, liability, damage, cost, claims, fine or expense suffered by us directly or indirectly as a result of any breach of your obligations pursuant to Clause 16.
- 12.2 You shall not be liable to us for any damage or injury to the extent that the same is caused by or arises out of our acts or omissions.

13 INSURANCE

- 13.1 During the term of this Order you shall procure and maintain:
- (a) public liability insurance (which shall include products liability), with limits of not less than €6,500,000 per occurrence;
 - (b) motor insurance covering all owned, hired and non-owned automobile equipment, with limits of not less than €1,300,000 for third party property damage and unlimited for bodily injury; and
 - (c) employer's liability insurance with a limit of not less than €13,000,000 per occurrence.
- 13.2 You shall provide us with certificate(s) of insurance evidencing such cover on request. The certificate(s) will specify the dates such cover expires and provide further that no policy will be cancelled or amended to reduce the amount of cover or to eliminate cover without 30 calendar days' prior written notice to us.
- 13.3 We reserve the right to seek higher insurance limit and additional forms of insurance to take into account the nature of the Work.

14 TERMINATION

- 14.1 We reserve the right to terminate an Order upon giving notice and shall be liable to pay for any goods, parts or materials specifically procured or manufactured for the purpose of completing an Order provided that you shall wherever possible sell to a third party or use such goods, parts or materials to relieve or reduce so far as is possible our liability hereunder. We may order you to suspend an Order for up to 6 months and we shall be under no liability to you.
- 14.2 We may terminate all or any part of the Order without any liability immediately by notice to you in the following circumstances:
- (a) if you breach any term of the Order and (where in our reasonable opinion the breach can be remedied without any delay to the time for supply under clause 3) fail to remedy the breach by that time for supply or (if earlier) within 7 days of us so requiring; or
 - (b) (i) if you cease to or threaten to cease to carry on business;
 - (ii) become insolvent, make any composition or arrangement with your creditors;
 - (iii) have a liquidator, receiver, administrative receiver, examiner or administrator appointed over all or any part of your undertaking;
 - (iv) enter into compulsory or voluntary liquidation (other than for the purposes of amalgamation or reconstruction);
 - (v) suffer the occurrence of any event analogous to those described above under applicable law; or
 - (c) you or any of your employees, agents, or sub-contractors is convicted of an offence involving fraud, bribery or corruption.
- 14.3 Clauses 8, 11, 12, 15 and 16 shall survive termination or completion of all or any Order.

14.4 If this Agreement is terminated for any reason all rights granted to you under this Agreement will immediately terminate. Our rights to use the Work supplied under this Agreement shall survive termination.

15 CONFIDENTIALITY

15.1 You shall keep confidential and not use except for any of our Orders all confidential information obtained by you in connection with the Order. You shall inform your employees, agents and sub-contractors of the requirement of confidentiality and indemnify us against any unauthorised use or disclosure by any of them of such confidential information.

15.2 Confidential information includes information about us or any subsidiary undertakings of ours or regarding the business, finances or affairs of all of any of them. These confidentiality obligations shall not apply to information in the public domain at the time of its disclosure or otherwise than as a result of breach of this term.

15.3 We do not grant permission to you to use materials and/or confidential information supplied by us for any purpose other than the supply of the Work under the Order. You shall not without our prior written consent make any public announcement regarding your work or relationship with us or exhibit, display or make available to third parties any of the Work.

15.4 Without prejudice to the preceding provisions of this clause 15 you shall not (and shall ensure that your employees, agents and subcontractors shall not) make any statements or responses to public, media or official enquires about the terms of this Agreement or the Works without prior consultation with us. In the event that you are subject to the Freedom of Information Acts 2014, you agree not to disclose any confidential information relating to us without prior consultation with us.

15.5 At our request you shall promptly make available for collection by us all materials in your possession or control which are our property or which are required for the supply of the Work and all material embodying any confidential information covered by clause 15.2 and where such information is stored in electronic or magnetic form you shall erase the same promptly following handover to us.

16 DATA PROCESSING

For the purposes of this Clause 16 the following definitions shall apply:

"Controller" means us, JTI Ireland Limited.

"Data Protection Incident" means a breach of the Data Protection Legislation, or other incident, leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in accordance with the Agreement, and includes potential breach or incident being investigated by Processor.

"Data Protection Legislation" means

a) the Irish Data Protection Acts 1988 and 2003;

b) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;

c) the EU Data Protection Directive 95/46/EC;

d) the EU ePrivacy Directive 2002/58/EC (as amended) (the "ePrivacy Directive");

e) any relevant transposition of, or successor or replacement to the laws detailed at Clauses a) to e) inclusive (including, when they come into force, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and the successor to the ePrivacy Directive); and

all other industry guidelines (whether statutory or non-statutory) or applicable codes of practice and guidance notes issued from time to time by the Irish Data Protection Commissioner or other relevant national or supra-national authority relating to the processing of Personal Data or privacy and in each case to the extent applicable to the Processing of Personal Data hereunder.

"Party" mean either the Controller or the Processor who shall together be known as the "Parties".

"Personnel" means the employees, agents and/or contractors working for or on behalf of a Party.

"Processor" means you, the person, firm, company or other trading organisation that JTI Ireland Limited has ordered goods and/or services from and which you will provide and/or perform.

"Services" means Work as defined at paragraph 1.1 of these terms and conditions and includes any services provided by the Processor to the Controller.

16.1 This Clause 16 sets out the contractual terms between us and you as required by Article 28(3) of the GDPR. No terms and conditions or other provisions relating to data processing ("**Data Processing Clauses**") that are delivered with, contained or referred to in any document supplied by the Processor shall be binding on the Controller to the extent that such Data Processing Clauses are inconsistent with those contained in this Clause 16. The Processor waives any right which it otherwise might have to rely on such Data Processing Clauses.

16.2 Within this Clause 16, "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" shall have the same meanings as in the Data Protection Legislation and "Processed" and "Process" shall be construed in accordance with the definition of "Processing".

16.3 Processor agrees that to the extent that it Processes Personal Data for or on behalf of the Controller, it is subject to, and agrees to comply fully with the Data Protection Legislation.

- 16.4 Processor shall co-operate with the Controller and take reasonable steps requested by the Controller where required for the Controller to comply with any notification or other obligations applicable to the Controller under the Data Protection Legislation.
- 16.5 In respect of the Processing of Personal Data by the Processor or Processor Personnel under or in connection with the Agreement, the Processor shall, and shall procure that the Processor Personnel shall:
- 16.5.1 only Process the Personal Data to the extent required to provide the Services in accordance with the terms of the Agreement or otherwise in accordance with documented instructions of the Controller from time to time;
 - 16.5.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by the Controller;
 - 16.5.3 promptly comply with any request from the Controller requiring Processor to amend, transfer or delete any Personal Data;
 - 16.5.4 implement appropriate technical and organisational measures to:
 - 16.5.4.1 protect Personal Data against unauthorised or unlawful Processing and against accidental or unlawful loss, destruction, damage, alteration, or disclosure;
 - 16.5.4.2 to comply with Data Protection Legislation; and
 - 16.5.4.3 to ensure the protection of the rights of the Data Subject,
 - 16.5.5 ensure that all Processor Personnel engaged in the provision of the Services have entered into a confidentiality agreement or non-disclosure agreement with the Processor and shall further ensure that such Processor Personnel are made aware of and observe the Processor's obligations under this Agreement with regard to the security and protection of Personal Data;
 - 16.5.6 Process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause the Controller in any way to be in breach of the Data Protection Legislation;
 - 16.5.7 provide written evidence of Processor's compliance with Data Protection Legislation as may be requested by the Controller from time to time;
 - 16.5.8 cooperate and assist, as requested by the Controller, and put appropriate technical and organisational measures in place to enable the Controller to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the Processor under the Agreement (including, without limitation, in relation to the retrieval and/or deletion of a Data Subject's Personal Data);
 - 16.5.9 not process the Personal Data anywhere outside of the European Economic Area without the prior written consent of the Controller (and subject then, in the event of any transfer outside the European Economic Area, to the execution of any document or agreement which, in the reasonable opinion of the Controller, is required in order to lawfully effect any such transfer of Personal Data);
 - 16.5.10 at the request of the Controller or any competent regulatory or supervisory authority, submit for audit the Processing activities (and related facilities) carried out pursuant to the Agreement which shall be carried out by the Controller, its authorised representatives (bound by a duty of confidentiality) and/or representatives of the relevant regulatory or supervisory authority; and
 - 16.5.11 cease Processing the Personal Data immediately upon the termination or expiry of the Agreement or, if sooner, the Services to which it relates and as soon as possible thereafter, at the Controller's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Processor shall confirm in writing that this Clause 16.4.11 has been complied with in full. The provisions of this Clause 16.4.11 shall not apply to the extent the Processor is obliged by applicable law to keep copies of the Personal Data.
- 16.6 Processor shall notify the Controller as soon as reasonably practicable and in any event within twenty four (24) hours of:
- 16.6.1 any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so; and
 - 16.6.2 any request received directly from a Data Subject without responding to that request, unless required by law or it has been otherwise authorised by the Controller to do so;
 - 16.6.3 any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so; or
 - 16.6.4 becoming aware of a breach of this Clause 16.
- 16.7 Without prejudice to any other provision of these Terms and Conditions, the Controller may, on reasonable notice, request a detailed written description of (i) the technical and organisational methods employed by the Processor and its sub-Processors (if any) for the Processing of Personal Data; and/or (ii) the Processing activities carried out by the Processor on behalf of the Controller containing at least the amount of detail as required by Article 30(2) of the

- GDPR. Within ten (10) days of receipt by the Processor of the Controller' written request (which shall include a detailed description of the Controller's requirements), the Processor shall deliver a written report to the Controller in sufficient detail that the Controller can reasonably determine whether or not any applicable Personal Data is being or has been processed in compliance with the Data Protection Legislation and in accordance with the Agreement.
- 16.8 Without prejudice to the other provisions of this Clause 16, if the Processor or any member of the Processor Personnel becomes aware of any Data Protection Incident, then the Processor shall promptly (but in any event within twenty four (24) hours of discovery) notify the Controller by telephone and by email. The Processor shall, at no additional cost to the Controller, provide the Controller with all resources, assistance and cooperation as are required by the Controller for the Controller to notify the Office of the Irish Data Protection Commissioner (or analogous body in any other relevant jurisdiction and any bodies which may succeed or replace them from time to time) of a Data Protection Incident and for the Controller to provide such reports or information as may be requested by it in relation to such Data Protection Incident and/or for the Controller to notify the relevant Data Subjects of such Data Protection Incident, as applicable.
- 16.9 Processor shall, at no additional cost to the Controller, provide the Controller with all resources and assistance as are required by the Controller for the Controller to discharge its duties pursuant to Articles 35 and 36 GDPR including, but not limited to, promptly at the request of the Controller providing information in respect of any data protection impact assessment which the Controller conducts.
- 16.10 Processor may only authorize a third party (a "Sub-processor") to process the Personal Data being processed for or on behalf of the Controller with the prior written consent of the Controller and provided that:
- 16.10.1 the Sub-processor's contract is on terms which are substantially the same as those set out in this Clause 16;
- 16.10.2 the Sub-processor will be subject to the same obligations as those which Processor is subject to under this Clause 16; and
- 16.10.3 the Sub-processor's contract terminates automatically on termination of the Agreement for any reason.
- 16.11 Where Processor appoints or otherwise uses the services of a Sub-processor, Processor shall be fully liable to the Controller for the performance, acts and omissions of Sub-processor. Nothing in this Clause 16 shall relieve Processor of any liability for the acts or omissions of its staff, employees or contractors in relation to the Personal Data.
- 16.12 Processor agrees not to use any Personal Data which it processes on behalf of the Controller for direct marketing purposes without the prior written authorisation of the Controller.
- 16.13 Processor agrees and warrants that the technical and organisational measures referred to in this Clause 16 are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art.
- 16.14 Processor further agrees and warrants that the processing of the Personal Data has been and will continue to be carried out in accordance with the Data Protection Legislation.

17 FORCE MAJEURE

- 17.1 We shall have no liability to you, or be deemed to be in breach of this Agreement, as a consequence of any of the following events, where the event is outside our reasonable control:
- (a) flood, storm, severe weather conditions or other natural events;
 - (b) war, terrorist action, hostilities, revolution, riot or civil disorder;
 - (c) any destruction, breakdown (permanent or temporary) or malfunction of, or damage to any premises, plant, equipment, materials (including any computer hardware or software or any records) unless by an act or omission of our employees, agents or sub-contractors;
 - (d) the introduction of, or any amendment to, a law or regulation, or any change in the interpretation or application by any authority;
 - (e) any strike, lockout or other industrial action;
 - (f) any obstruction of any public or private highway or road or any event which prevents or obstructs access to the Location;
 - (g) any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor) other than a company in the Reliance group of companies or an officer or employee of Reliance or of the group company; or
 - (h) any other event outside our reasonable control, whether similar or not to any of the foregoing.

18 CORRUPTION

- 18.1 You shall not offer or give, or agree to give, to any employee, agent or representative of us any gift or consideration of any kind in connection with this Agreement or any other agreement with us, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such agreement. You shall comply with all applicable laws, statutes, regulations and codes in Ireland or any other relevant jurisdiction relating to

anti-bribery and anti-corruption, including but not limited to the Prevention of Corruption Act, 1906 to 2010 (as amended) and the Ethics in Public Office Act, 1995.

- 18.2 Except to the extent that the same is derived from the price payable under this Agreement you shall not make any profit or commission from or in connection with the supply of the Work unless otherwise agreed by us in writing.

19 GENERAL

- 19.1 We engage you as an independent contractor. Nothing in this Agreement shall create a partnership or the relationship of principal and agent or employer and employee.
- 19.2 If any provision of this Agreement is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.
- 19.3 A waiver of our rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and the rights, power or remedy available to that party and the rights, powers and remedies shall be cumulative.
- 19.4 You shall not transfer this Agreement or any of your rights, liabilities or obligations nor shall you sub-contract any of your obligations under it, whether in whole or in part, without first obtaining our prior written consent. Such consent, if granted, shall not release you from any of your obligations and liabilities which may exist under this Agreement from time to time.
- 19.5 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this clause.
- 19.6 Notices should be delivered personally or by pre-paid letter or courier and shall be deemed to have been served if by hand when delivered, if by post 48 hours after posting.
- 19.7 Headings to clauses are for ease of reference only and shall not affect the interpretation or construction of this agreement.
- 19.8 Any forecasts of requirements which may be given by us to you will be given in good faith, but are for information purposes only. In no circumstances should a forecast be considered an Order and any advance manufacture or procurement shall be at your sole risk.
- 19.9 This Agreement shall be governed by and construed in accordance with Irish law and the parties agree to the exclusive jurisdiction of the Irish Court.
- 19.10 The parties agree and consent to the use of electronic signatures.

20 SPARE PARTS

- 20.1 You undertake to maintain spare parts for all Work supplied under an Order for a period of 6 years from the date of the Order.

21 CONTRACT ORDER OR PURCHASING INTENTION

- 21.1 From time to time we may notify you of our estimated requirements for Work and details of the stocks which we require you to hold and such notification shall be referred to as a "Contract Order" or a "Purchasing Intention." You agree to supply such Work to us, subject to receipt of an Order, to the level of any requirement notified by us to you in accordance with the terms and conditions set out herein. We shall be under no obligation to purchase any Work referred to in a Contract Order or a Purchasing Intention. It is understood that the issue of a Contract Order or Purchasing Intention will cancel and supersede any previous Contract Orders or Purchasing Intentions relating to the same type of Goods.

22 CODE OF CONDUCT and JTI SUPPLIER STANDARDS

- 22.1 You undertake to fully comply with both the principles and spirit of Japan Tobacco Companies' Code of Conduct, available at <https://codeofconduct.jti.com/> and the JTI Supplier Standards available at <https://www.jti.com/sites/default/files/global-files/documents/supplier/jti-supplier-standards.pdf> (as both may be amended or supplemented from time to time).