



Standard Terms & Conditions of Purchase

Effective January 1, 2023

United Kingdom





1. Definition. For the purpose of these conditions, the Company placing the Order are hereinafter termed the Purchaser; the Company or Persons to whom this Order is issued are hereinafter termed the Seller; and CARRIER shall mean the CARRIER Company contracting under this Agreement, (in this case Toshiba Carrier UK Limited) and any reference to Personal Information within these clauses shall also include any Personal Information that relates to any other CARRIER business.

2. Acknowledgement. Seller's acknowledgement or commencement of works shall constitute an acceptance by the Seller of all the Terms and Conditions embodied in the Order and to any subsequent amendments which might be mutually agreed to in writing. Any terms proposed by the Seller which add to, vary from or conflict with the terms herein are hereby objected to and the issuance of this order by Purchaser shall constitute an acceptance of the Purchase Order ('Order') subject to the express terms herein. The terms of this Order constitutes the entire agreement between the Purchaser and Seller. The Seller shall be deemed to have so assented and acknowledged these terms. Any reference by Purchaser to Seller's proposal is solely for the purpose of incorporating the description and specifications of the goods and/or services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the Order.

3. Validity and Term. The Purchaser should not be liable for:

3.1 Any Order unless issued on the Purchaser's official Purchase Order form, with a Purchase Order Number.

3.2 Any addition or alteration to any Order unless confirmed by the Purchaser in writing.

The term of the services and/or supply of goods shall be written on the Order.

4. Price and Payment.

4.1 The price for the goods and/or services shall be the price as shown on this Order and shall include all packaging carriage insurance and freight charges but shall be exclusive of VAT and the Supplier shall not be entitled to increase the price by reason of any variation to such costs.

4.2 Prices applicable at the placing of the Order shall be maintained unchanged during the period of validity of the contract or during the delivery period of the goods, subject to any terms having been mutually agreed to in writing on or before the acceptance by the Seller of the Order.

4.3 All invoices for the supply of goods must contain the following information: Purchase order number, item number, description of items, sizes, quantities, unit prices. Payments of invoices shall not constitute acceptance of the goods and shall be subject to adjustment for shortages, defects and other failure of Seller to meet the requirements of this order.

4.4 All invoices for the supply of services must contain the following information: (a) details of the actual services performed (including where services are provided by way of retainer or similar arrangement); (b) details of the individual(s) or entities performing the services; (c) the period of performance; and (d) the fees and expenses that are payable under the relevant Order.

4.5 Payment will be made in GBP (£) no later than 60 days following receipt of a properly constituted invoice or following the delivery of each consignment of the goods as applicable. Any deviations from these payment terms are to be agreed in writing, only by an authorised representative of the Purchaser.

4.6 Purchaser shall have the right to reduce and set-off against amounts payable hereunder any indebtedness or other claims which Purchaser may have against Seller however and whenever arising.

5. Guarantee of quality.

5.1 The Seller warrants that for a period of eighteen (18) months from the date of acceptance of the goods by the Purchaser or twelve (12) months from putting them into use, whichever is the later, the goods shall be free from all defects and be of good design, programming, material and workmanship. The Seller further undertakes and guarantees that the goods will be

5.1.1 merchantable and new,

5.1.2 fit for the purpose intended by the Purchaser and free from defect in design and operation,

5.1.3 conform strictly to the description given in the Order and specifications and to the Seller's sample,

5.1.4. free from any hazardous and/or toxic, techniques or processes,

5.1.5 except where indicated to the contrary in the Contract, in accordance with the latest relevant British Specification and or European Union Specification,

5.1.6 where the Seller is accredited to an ISO9000 or similar or comparable standard by an approved certification body a product of and comply with that quality system,

5.1.7 to the satisfaction of the Purchaser, and

5.1.8 of good quality.

5.2 The Seller warrants that any information provided by him by way of Drawings, Literature, Catalogues or correspondence is true and accurate.



5.3 The Seller undertakes and guarantees that any services shall be provided with reasonable skill and care complying with all legislation that may affect the services and also comply with the Purchaser's and/or its Customer's site health and safety regulations.

5.4 Neither inspection or delivery, nor acceptance, nor payment by the Purchaser or otherwise shall operate as a waiver of any breach of undertaking or of any condition of the contract and the Seller shall indemnify and hold the Purchaser harmless against all or any damage arising from any such breach.

Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. This warranty shall apply to Purchaser, its successors, assigns, and customers, and the users of its products. If requested, Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser. In the event of failure by Seller to correct defects in or replace nonconforming goods or services promptly, Purchaser, after reasonable notice to Seller, may make such correction or replace such goods and services and charge Seller for the cost incurred. Purchaser reserves the right to reject the goods and obtain refund of all costs incurred in the event of any breach hereof.

6. Delivery/Transport/Packing. Unless otherwise agreed in writing, the goods shall be delivered to Purchaser assembled, completed, and ready for use, and the Purchaser shall accept delivery of such goods or performance of any required services at the location designated on this Purchase Order. The goods must be packed in such a manner as to ensure their safe transit and delivered in accordance with the Purchaser's instructions. All packing must have marked on them the Seller's name, the description and quantity of the contents, the Purchaser's part number (if specified on the Order), and the Purchaser's Order number. Where requested by the Seller prior to the signing of the Order, packing materials and cases will be returned by the Purchaser at the Seller's expense and risk but if no such request is received, the Purchaser shall be free to dispose of packing materials and cases as the Purchaser sees fit. Shipments must be packaged according to specifications or, if not covered in the specifications, so as to permit efficient handling, provide adequate protection, and comply with the requirements of the carrier. Damage resulting from improper packaging will be charged to the Seller. A delivery note must accompany any delivery, with a copy note to the Purchaser's office.

Cases or Packing of a durable nature, if charged extra by the Seller, should be agreed in advance and invoiced on a separate invoice to be credited in full upon return by the Purchaser carriage paid to the Seller's works. Such cases or packing should be clearly marked 'returnable' and show the Seller's name. Delivery of goods or performance of any required services is not complete until all goods or services have been actually received and accepted by Purchaser.

7. Delay and Time.

7.1 Unless otherwise expressly agreed by the Purchaser in writing at the time of placing the Order, time of delivery and, where appropriate, the time of installation, performance and/or commissioning shall be of the essence of the Order. The Seller agrees to indemnify and hold harmless the Purchaser against all and any loss that the Purchaser may incur by reason of the Seller's delay in the performance of the Order.

7.2 Any delay in despatch or delivery or where such delay is anticipated by the Seller shall be reported at once to the Purchaser by the Seller. The Purchaser reserves the right (without prejudice to any right the Purchaser may have at common law or otherwise to claim damages) to cancel all or any part of the Order without further liability and to rescind any contract of which the Order forms part if delivery is not made in accordance with the provisions set out in the Order. In such circumstances the Purchaser reserves the right, without limitation and in addition to the Purchaser's other rights and remedies, to arrange for substitute completion or performance of the contract and/or to purchase substitute items elsewhere and the Seller hereby agrees to indemnify and hold the Purchaser harmless against any loss so incurred.

8. Ownership. The property in the goods shall pass to the Purchaser on payment of the price or part thereof invoiced for the goods or on acceptance of the goods by an authorised representative of the Purchaser, whichever first occurs, subject to the Purchaser's right to rejection on inspection. Seller shall pay for labour, services, materials, equipment and parts thereof, and other expenses incurred by it or its suppliers in connection with the order and indemnify and defend Purchaser against all claims and liens arising out of unpaid accounts.

9. Inspection and Test.

9.1 Before despatching the goods, the Seller shall inspect and test them for compliance with the Order and shall provide the Purchaser with such test certificates as the Purchaser may require.

9.2 Payment for the goods delivered shall not constitute acceptance. Purchaser shall have the right to inspect such goods and to reject any or all of said goods which are in Purchaser's judgment defective or nonconforming to this order. Goods so rejected may



be returned to the Seller at Seller's expense. Purchaser may at its option, require Seller to grant a full refund or credit to Purchaser, in lieu of replacement, with respect to any item the Purchaser is entitled to reject hereunder.

9.3 The Purchaser or any person authorised on the Purchaser's behalf shall be entitled to inspect or test the goods at all times and places, including at the Seller's works or at the works of the Seller's sub-contractors or assignees including during the period of manufacture for Equipment, the period of development of Software, and the period of performance for Services. If inspections or tests are made on Seller's or its subcontractor's or assignee's premises, the Seller shall, without additional charge, provide all reasonable facilities and assistance as the Purchaser or the Purchaser's representatives shall require. If specified by the Purchaser, the Seller will give the Purchaser adequate notice of its or its sub-contractors or assignees tests which any authorised representative of the Purchaser shall be entitled to attend without charge. Any inspection or testing by any such authorised representative shall not relieve the Seller of any liability nor shall it imply the Purchaser's acceptance of the goods.

10. Damage. Goods damaged or lost in transit up to the point of delivery specified in the Order shall be made good or replaced by the Seller at no cost to the Purchaser.

11. Sub-contracting and Assignment. The Seller shall not, without the written consent of the Purchaser, sub-contract or assign the whole or any part of the Order. Where sub-contracting has been mutually agreed in writing, all the Purchaser's conditions shall apply to all the Seller's assignees or sub-contractors. Seller shall remain liable for performance notwithstanding any approval by Purchaser of an assignment.

12. Confidentiality. The Order and any other contractual material in which the Purchaser is a party, any patterns, materials, drawings, software, specifications and other data supplied to the Seller by the Purchaser ('Confidential Information') shall be treated as secret and strictly confidential by the Seller. The Seller shall use the 'Confidential Information' solely for the purpose of the Order and in so doing shall apply the strictest security measures at all times and places and ensure that the Confidential Information is disclosed only to those of its employees to whom such disclosure is strictly necessary for the purpose envisaged by the Order. Confidential Information shall not be disclosed by the Seller nor used for any purpose other than the completion of the Order without the Purchaser's prior consent in writing. This obligation shall survive the termination of the Order and will continue for five (5) years thereafter.

13. Intellectual property.

13.1 The Seller warrants that the goods do not infringe any letters patent, registered design, trade secrets, trade mark, breach of confidential relationship or copyright and undertakes to indemnify and hold the Purchaser harmless against all demands, actions, costs, claims, expenses and damages which the Purchaser or any of the Purchaser's agents, employees or customers may incur in respect of any claim for infringement or alleged infringement or in respect of any other rights occasioned by the manufacture, sale or use of the goods of services provided under this order and shall if the Purchaser so requires at the Seller's own cost take over the conduct of any such action, claim or demand. For the avoidance of doubt a breach of the warranty set out in this condition shall be deemed a material breach for the purpose of condition 21.2(i).

13.2 The Purchaser shall have the perpetual and irrevocable right at no additional charge to use, perform, display and/or reproduce the Seller's applicable literature such as operating manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature in any or all media, now known or later developed. The Seller shall advise the Purchaser of any updated information relative to foregoing literature and documentation with timely notification.

13.3 Unless otherwise agreed in writing, Seller agrees to grant to Purchaser an irrevocable and exclusive and royalty-free license to make, have made, use and sell any intellectual property, inventions resulting from the work under this Purchase Order.

14. Advertising. The Seller shall not, without the consent of the Purchaser, advertise or announce the supply of goods to the Purchaser.

15. Patterns, drawings and tools. All plans, drawings, patterns, specifications, like documents and tools relating to this Order which are the property of the Purchaser shall be returned to the Purchaser at its request and must not be used in connection with the production of any goods other than for the Purchaser, or disclosed to any other party.

16. Re-sale. Goods included in this Order which have been made to the Purchaser's drawing or specifications or designed and made by the Seller to meet the Purchaser's specific requirements must not be supplied to any other manufacturer, nor may such goods be manufactured for the purpose of such sale.

17. Indemnity.



17.1 The Seller shall indemnify and hold the Purchaser its parent and affiliated companies, and their respective employees, agents, assignees, distributors, and any other persons claiming title through the Purchaser harmless in respect of any alleged liability, loss, damage, injury costs, claim, suit, action or proceedings (howsoever arising, including without limitation, by reason of negligence, breach of warranty, defect in design, material or installation, workmanship or otherwise, and even though strict liability be claimed), directly or indirectly resulting from, or allegedly resulting from the goods being not in accordance with the express or implied provisions of the Order.

17.2 Seller further agrees to take upon itself the settlement of all such claims and the defense of any suit, suits or legal proceedings of any kind brought to enforce such claim or claims, and to pay all judgments entered in such suit, suits or legal proceedings, and all costs of attorney's fees or other expenses. Seller agrees that in any instance where such claims in any way affect Purchaser's interest under this order or otherwise, Seller shall not consummate any settlement without Purchaser's prior written consent. Seller's covenants of indemnity herein shall continue in full force and effect notwithstanding the termination or expiration of this order.

18. Strikes/lock-outs/disputes.

18.1 Purchaser's Works: should the Purchaser's business be disorganised by any industrial dispute, war, fire, accident, Government action or any cause beyond the Purchaser's control, the right is reserved by the Purchaser to direct that delivery be postponed until the end of such disorganisation, and any such postponement of deliveries shall not in any way involve the Purchaser in additional costs, except that the Purchaser shall be liable to the Seller for any reasonable charges incurred in the storage of the goods.

18.2 Seller's Works: if, for any reason of industrial disputes, war, fire, accident, Government action or any cause beyond the control of the Seller, the performance of the Order shall be affected: deliveries under such Order must be suspended. If the hindrance should continue beyond a reasonable period, the Purchaser reserves the right to cancel the whole or any part of the undelivered goods.

19. Licences and permits. If the performance of the Order requires any Government licence or other permit at home or overseas, the Order shall be conditional upon such licence or other permit available at the relevant time.

20. Bankruptcy/receivership/liquidation. The Purchaser reserves the right to cancel forthwith this Order in the event of the Seller being declared bankrupt or compounding with their Creditors or, if a limited company, upon the appointment of a Receiver or upon the passing of any extraordinary resolution to go into liquidation.

21. Termination. The Purchaser may terminate the Order in whole or in part at any time upon the Purchaser's written notification to the Seller,

21.1 for any reason at the Purchaser's convenience and in such case the extent of the Purchaser's liability shall be: (i) if the goods are bespoke software or services, to pay the portion of the price of the Order as the work completed bears to the whole (for the avoidance of doubt no liability shall arise in respect of non-bespoke software), or (ii) if the goods are equipment, to pay the cost of the existing 'Finished goods' inventory, but no more than required to fulfil the next delivery schedule within thirty (30) days following the date of termination, plus the existing 'work-in-progress' inventories required to fulfil an additional thirty (30) days of deliveries, except that there shall be no liability for inventories in either category which is a stock item or which is otherwise readily usable or resaleable. 'Finished Goods' shall mean goods that have passed final acceptance test and are awaiting delivery. 'Work-in-progress' shall mean material in varying stage of completion with some degree of labour applied and/or individual piece, parts and/or raw material in a stage of completion no more than necessary to meet delivery schedules.

21.2 for any default by the Seller involving: (i) the Seller's failure to design, develop or produce the goods, deliver the items, and/or render the services specified by the Order within the time designated herein or commit any other material breach of contract, (ii) the Seller's failure to make progress in the performance of its obligations under the Order to the reasonable satisfaction of the Purchaser (provided that with respect to any default mentioned in 21.2 hereof, the Purchaser's right to terminate shall be conditional upon the Seller's failure within seven (7) days after receipt of the Purchaser's notification to cure such failure or non-compliance to the satisfaction of the Purchaser).

21.3 If the Seller shall commit any act of bankruptcy or call a meeting of creditors or execute any assignment for the benefit of others, compound with creditors, or if the Seller (being a limited company) shall enter into compulsory or voluntary winding up or if any execution or distress shall be leviable against the Seller.

21.4 the Seller is prevented from performing Services in jurisdiction where work is performed or to any Government, Government Official; in conjunction with an administrative, public, court or political decision or order (such as debarment, blacklisting, country restrictions or sanctions, license withdrawal or suspension

In the event of termination by the Purchaser due to the Seller's default pursuant to 21.2, or for any reason described in 21.3, the Purchaser shall have no liability to the Seller as a result of such termination. In the event of termination for such any reason, the

Purchaser may further notify the Seller that all right, title, interest in and to all portion of materials acquired by the Seller for the performance of the Order work-in-progress, and/or completed items specified in such notice, shall pass immediately to the Purchaser. The Purchaser shall have the right to enter upon the premises where such property may be located and take possession thereof.

22. Changes. Purchaser shall have the right at any time prior to the delivery date of the goods or services to make changes in drawings, designs, specifications, packaging, time and place of delivery, nature and duration of services, and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for the performance or otherwise affect any other provision of this order, an equitable adjustment shall be made and this order shall be modified in writing accordingly.

23. Remedies Cumulative. Purchaser's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law. Waiver of any breach shall not constitute waiver of any other breach of the same of any other provision. Acceptance of any items or payment thereof shall not waive any breach.

24. International Trade Compliance. The Purchaser reserves the right to terminate or suspend any Order in the event that there is or could be a potential breach of laws, regulations or ethical rules applicable to the Purchaser, including, but not limited to, international trade compliance rules prohibiting the purchase or sale of goods and services to or from certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanctions..

25. Insurance. In the event this order requires Seller to enter upon the premises of Purchaser or Purchaser's customer, Seller represents that it has and will maintain the insurance coverage for a sum not less than £5,000,000 and to the extent reasonably contemplated in relation to any risk that may arise including but not limited to Public and Products Liability, Property 'All Risks' and Employers Liability.

26. Regulations and Ethics The Seller shall (i) adopt the Purchaser's Supplier Code of Conduct (available on <https://www.corporate.carrier.com/suppliers/>) for itself, or (ii) maintain its own code that satisfies the principles and expectations set forth in Purchaser's Supplier Code of Conduct which form an integral part of these Addendum and to do as reasonably as possible to have its suppliers and subcontractors comply to the above mentioned Code.

By way of example only and without any limitation, Seller agrees to:

- To comply with applicable laws and regulations including those related to prohibiting collusion, conflicts of interests, corruption, and unfair competition;
- Not to offer, promise, attempt to provide or provide any type of corrupt payment (directly or indirectly). Corrupt payment means a payment of value in any form or form (for example, cash, compensation, gift, contribution, entertainment, or other) authorized, offered, promised or made: (i) in violation of law (Ii) with the intention of influencing anyone (including public officials in the broadest sense of the term) to act or refrain from acting in a manner contrary to their duties or to obtain or maintain business or to ensure improper benefits, or (iii) in order to improperly or accelerate the performance of a government action required by law (for example, permits, official documents, regulated inspections, utility services);
- Not to make and / or promise any form of gift and /or any form of benefit and /or payment in favour of Purchaser's and CARRIER's employees and of persons belonging to the Public Administration, Public Officials and / or persons act as a Public official and in particular of executives, officials and / or foreign public employees and / or political parties and / or their representatives and officials, candidates for political office and / or their family members and / or their affiliated persons who may influence them independence of judgment, possibly in contrast of theirs functions, and / or induce any advantage in favour of the CARRIER Group (for example, in order to obtain, maintain or direct business agreements);
- Promptly and accurately recording in its books and records all transactions and expenses related to its work for the Purchaser;
- to fully cooperate with the Purchaser during any audit or investigation.

27. Anti-Bribery. Notwithstanding clause 26, above, Seller represents, covenants and warrants to and with Purchaser that Seller and all subcontractors below Seller comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 ("Relevant Requirements"), shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK and will indemnify and hold harmless Purchaser, its parent, and their respective directors, officers and employees from any violation of any Relevant Requirement by Seller or any subcontractor below Seller.



28. Corporate Social Responsibility. Seller confirms that for the term of this Agreement it has in place and adheres to a corporate social responsibility that, as a minimum, encourages support and accelerates sustainable economic growth and a prosperous society and the Seller shall seek to utilize third parties and/or suppliers with similar standards. Seller confirms that it shall at all times during the term of this Agreement act ethically and shall not present a reputational or financial risk to the Purchaser. Seller agrees that, if it becomes aware of any issue affecting compliance with this provision, it will inform Purchaser immediately in writing and take all reasonable steps to ensure compliance is maintained.

29. Severance. If any provision or part provision of these conditions or the Order is to become invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these conditions.

30. No partnership or agency. Nothing in these conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

31. Law of the Order. Unless otherwise agreed, these conditions and the Order and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales and the English courts shall subject to clause 23 above, have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these conditions or the Order or their subject matter or formation (including non-contractual disputes or claims).

32. Audit. Upon reasonable notice the Purchaser shall have the right to audit at Seller's facilities Seller's compliance with any of the provisions of the Contract.

Seller agrees to provide, upon reasonable notice, the Buyer or an authorized representative of the Purchaser, access to its operating sites, personnel, and books and records, with the right to inspect and reproduce. In particular the Seller undertakes to grant the Purchaser with the right to assess and verify Seller's compliance with the Contract and accounting and business practices relating to the supply of the goods/services performed for the Purchaser.

33. Data Privacy

33.1 In this clause:

Data Privacy Laws mean applicable national, federal, state and provincial laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the laws and regulations of the European Union member states under the European Union Directive 95/46/EC (the "EU Directive"), the General Data Protection Regulation ("GDPR"), and any European Union law or regulation that may be enacted to replace the EU Directive or the GDPR.

CARRIER Personal Information means any information or data provided to Seller or its agents, representatives, or subcontractors in connection with the Agreement, any Release, and the transactions thereunder that relate to any identified or identifiable natural person, or, to the extent of a conflict with applicable law, that is subject to any Data Privacy Laws.

33.2 Seller shall:

- a) comply with all applicable Data Privacy Laws;
- b) only collect, access, use, or share CARRIER Personal Information, or transfer CARRIER Personal Information to authorized third parties, in performance of its obligations under the Agreement or Releases issued thereunder, in conformance with CARRIER's instructions, or to comply with legal obligations. Seller will not make any secondary or other use (e.g., for the purpose of data mining) of CARRIER Personal Information except (i) as expressly authorized in writing by CARRIER in connection with CARRIER's use of the Services, or (ii) as required by law;
- c) promptly notify CARRIER in writing if Seller believes that collecting or processing CARRIER Personal Information pursuant to this Agreement infringes Data Privacy Laws;
- d) not share, transfer, disclose or provide access to CARRIER Personal Information for any third party except to provide services under the Agreement or as required by law. If Seller does share, transfer, disclose or provide access to CARRIER Personal Information to a third party, it shall: (i) be responsible for the acts and omissions of any subcontractor or other third party, that processes (within the meaning of the applicable Data Privacy Laws) CARRIER Personal Information on Seller's behalf in the same manner and to the same extent as it is responsible for its own acts and omissions with respect to such



CARRIER Personal Information;(ii) ensure such third party is bound by a written agreement that contains the same or equivalent obligations and protections as those set forth in this Section; and (iii) only share, transfer, disclose or provide access to a third party to the extent that such conduct is compliant with applicable law;

e) take commercially reasonable steps to ensure the reliability of Seller's employees, agents, representatives, subcontractors, subcontractor employees, or any other person used by Seller (collectively, "Seller Personnel") who have access to the CARRIER Personal Information, ensure that such access is on a need-to-know basis, and ensure that Seller Personnel are obligated to maintain the confidentiality of CARRIER Personal Information, such as through a confidentiality agreement or by application of relevant law or regulation;

f) provide such information, assistance and cooperation as CARRIER or CARRIER Participating Sites may reasonably require from time to time to establish Seller's compliance with Data Privacy Laws;

g) upon CARRIER's request, permit CARRIER to hire third party external auditors to verify Seller and Third-Party compliance with their obligations under this Agreement. Additionally, upon request, Seller shall provide CARRIER with any audit reports issued under ISO 27001, ISO 29100, SSAE 16 (or SAS 70), SOC 2, OR ISAE 3402 that covers CARRIER Personal Data;

h) provide to CARRIER so that CARRIER may provide such notice to individuals whose CARRIER Personal Information is shared with Seller;

i) will maintain reasonable and appropriate technical, physical, and administrative safeguards intended to protect CARRIER Personal Information. These measures will include reasonable restrictions upon physical access to any locations containing CARRIER Personal Information, such as the storage of such records in locked facilities, storage areas, or containers. Seller must periodically re-evaluate the measures adopted to ensure that they remain reasonable and appropriate;

j) provide CARRIER with commercially reasonable assistance in: (i) deleting the CARRIER Personal Information upon request by the individual or legal representative; and (ii) enabling individuals to opt-out;

k) provide CARRIER with the ability to purge Personal Information older than one year or such other time period agreed upon in writing by the parties, unless otherwise required to retain the data by applicable law; and

l) immediately advise CARRIER in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of Data Privacy Laws regarding CARRIER Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete CARRIER Personal Information; (iii) inquiry or complaint from one or more individuals relating to the collection, processing, use, or transfer of CARRIER Personal Information; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking CARRIER Personal Information (collectively, "Data Privacy Matters"). If Seller learns of any such complaint, request, allegation, or inquiry, Seller shall provide assistance to CARRIER, fully cooperate with CARRIER in investigating the matter, including but not limited to, providing the relevant information to CARRIER, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. CARRIER shall be responsible for communicating with individuals regarding their CARRIER Personal Information in connection with such Data Privacy Matters unless CARRIER authorizes Seller to do so on its behalf. Seller shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of CARRIER Personal Information required to comply with applicable law. Unless prevented by applicable law, Seller shall provide CARRIER with advance written notice of any such Data Privacy Matters sufficient to allow CARRIER to contest legal, regulatory, administrative, or other governmental processes.

33.3 Seller shall provide written notice to CARRIER as soon as possible and, in no instance in more than forty-eight (48) hours of any actual or reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to CARRIER Personal Information of which it becomes aware (a **Security Breach**); thereafter shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide CARRIER with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a **Breach Notice**) without the prior written consent of and prior written approval by CARRIER of the content, media and timing of the Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with CARRIER prior to providing any Breach Notice. Where the Security Breach involves data elements that could lead to identity theft and is on the Seller's networks or systems or is the fault of the Seller, Seller will, at the request of CARRIER pay for the costs of remediation, notification (including, where reasonably necessary, a call center), and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.



33.4 Seller shall obtain the prior written consent of any and all-natural persons from whom Seller collects CARRIER Personal Information when required to do so by applicable Data Privacy Laws or as instructed by CARRIER. In the event Seller shall provide to CARRIER personal information protected by Data Privacy Laws, Seller shall ensure that such personal information is provided consistent with applicable law, including, where required, obtaining consent or providing notice.

33.5 All CARRIER Personal Information acquired by Seller shall be returned or destroyed (at the option of the applicable CARRIER Participating Site), unless and to the extent that: (i) such CARRIER Personal Information is required by Seller to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. Absent contrary instructions and except as prohibited by law, Seller shall immediately destroy all CARRIER Personal Information after termination or completion of the Order after waiting 30 days to allow CARRIER to request return of CARRIER Personal Information.

33.6 If the Data Privacy Laws are amended, Seller shall work with CARRIER to make any required amendments to this Agreement. The Seller shall require each Third Party to make those or comparable amendments.

33.7 If this Order involves the provision of Services where the Seller will (i) act as a Controller (as that term is defined in the EU Directive) and (ii) transfer CARRIER Personal Information from any country in the European Economic Area or Switzerland (collectively, **EEA/CH**) to outside the EEA/CH, then the Purchaser and Seller agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2004/915/EC (the **Controller Model Clauses**) are incorporated by reference as if set forth herein. If this Agreement and/or Order involves the cross-border transfer of CARRIER Personal Information from any country in the EEA/CH to outside the EEA/CH but the Seller will not act as a Controller, then the Purchaser and Seller agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (the **Processor Model Clauses**) are incorporated by reference as if set forth herein. Notwithstanding the foregoing:

- a) The Model Clauses may be reformatted as a stand-alone document with the signatures to this Agreement and/or Order or the parties will execute the Model Clauses as a separate stand-alone document. The stand-alone Model Clauses may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly.
- b) If either party seeks to register the Model Clauses with a regulator and the regulator rejects the registration, the parties shall work together to modify the exhibits to the Model Clauses to address the regulator's requirements.
- c) The Model Clauses prevail in any conflict between the Model Clauses and this Agreement and/or Order.
- d) If Seller engages any subcontractors that will access CARRIER Personal Information covered by the Model Clauses, the Seller shall ensure that transfers to the subcontractor comply with the Model Clauses.

