General Terms of Purchase

1. Definitions – see Section 22

1.1. Where this document uses capitalized expressions (e.g., "Affiliate", "Buyer"), such expressions shall have the meanings given to them in Section **22**, and/or at other points throughout this document.

2. Scope of these GTP

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

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

2.3. These GTP shall supersede any previous version of these GTP, 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 GTP

3.1. Seller may accept these GTP 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 starting performance of 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. In addition to the Price, Buyer shall also pay Seller VAT or equivalent, if applicable, at the prevailing rate. 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 or such shorter period as may be required by Applicable Law (and provided that the invoice complies with the requirements that are set forth in this Section 4) by way of a bank transfer to an account that is held in the name of 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.

4.4. A full or partial payment of Seller's invoices by Buyer (i) is without prejudice to any Claims or rights which Buyer may have against Seller under the Agreement, and (ii) does not constitute an acceptance by Buyer that the Goods and/or Services or any part thereof conform to any of the terms of the Agreement.

5. Seller's Expenses

5.1. All Expenses are deemed to be fully included in the Price, unless provided otherwise in the Order. To the extent that Expenses are not included in the Price, and they are to be reimbursed separately, they shall, unless expressly agreed otherwise in an involved Order, (i) be reasonable in nature and scope, (ii) be pre-approved in writing by Buyer, and (iii) be reimbursed at Seller's actual cost (i.e., without any mark-up) and (iv) comply with Buyer's Supplier Expense Guidelines that can be found at https://www.pmi.com/legal/legal-documents. 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:

5.1.1. 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 Buyer's 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

5.1.2. By paying Seller, at its actual cost (without any mark-up), for those reasonable Expenses 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. Auxiliary Persons

6.1. Seller must only use Auxiliary Persons that are appropriately qualified, experienced and competent to provide the Services and/or Goods. Upon request, Seller must provide Buyer with professional credentials concerning the Auxiliary Persons.

6.2. Seller must take reasonable efforts to ensure the continuity of Auxiliary Persons. Where Key Auxiliary Persons have been designated in the involved Order, Seller must provide the Services and/or Goods using the Key Auxiliary Persons for the Term, unless a shorter term is specified. Seller may only designate replacement individual(s) as Key Auxiliary Persons, subject to Buyer's prior written approval, which shall not be unreasonably withheld, and provided Seller, at its own cost, sufficiently trains such replacement individual(s) so that they can provide the Services and/or Goods to at least a reasonably similar standard/quality as the outgoing Key Auxiliary Persons.

6.3. Seller must ensure that all Auxiliary Persons have, prior to providing the Services and/or Goods, valid and current work and residence documents for whichever country they are providing Services and/or Goods out of. Upon request, Seller must provide Buyer with copies of such documents.

6.4. Seller is solely responsible for the compensation of its personnel, including salary, unemployment insurance, taxes, pensions and social security contributions in accordance with the relevant Applicable Law.

6.5. In no case must Buyer exercise, or be deemed to exercise, a partial or complete employer's authority on Seller's Auxiliary Persons, except to the extent permitted by Applicable Law. Seller guarantees that none of its Auxiliary Persons will, under any circumstance or at any time, be presented or considered as a representative or member of the personnel of Buyer.

6.6. Buyer may require immediate removal from the facilities of Buyer and/or the provision of the Services and/or Goods, of any of Seller's Auxiliary Persons who, in the reasonable opinion of Buyer, represents a threat to confidentiality or security or is in breach of Buyer's policies or is otherwise disruptive to Buyer's business or reputation. Seller will immediately remove that person from the provision of the Services and/or Goods and will not permit that person to be involved subsequently in the provision of the Services and/or Goods without the prior written consent of Buyer.

6.7. If Buyer becomes dissatisfied with the performance of any of Seller's Auxiliary Persons providing Services and/or Goods to Buyer, Buyer will notify Seller of the details of the unsatisfactory performance, and the Parties must cooperate to remedy the problem as soon as reasonably possible. At the request of Buyer and to the maximum extent permitted by Applicable Law, Seller must reassign any of its Auxiliary Persons who are the subject of Buyer's dissatisfaction and instead provide Services and/or Goods through replacement Auxiliary Persons, including Key Auxiliary Persons in accordance with the Agreement. Seller must bear all costs associated with any replacement of Seller's Auxiliary Persons including without limitation familiarization costs and project training costs for Seller's replacement Auxiliary Persons.

6.8. Seller guarantees to have taken and to take, as applicable, all effective actions, including the provisioning of privacy statements to its Auxiliary Persons to ensure that any information and documentation to be provided to Buyer upon request under this Section 6 complies with Applicable Law, and in particular data protection legislation.

7. Warranties

7.1. Seller warrants and undertakes that it will, at all times, comply with all Applicable Laws and regulations, including, without limitation, all anti-tax evasion, anti-fraud, ABAC Laws, and financial and trade Sanctions applicable to Seller and/or to the supply of Goods/Services.

7.2. Seller warrants that (i) it is and will remain for the Term a company duly organized and validly existing under Applicable Law, having all corporate power, authority and approval to enter into the Agreement; (ii) it will at all times comply with Section 11 (*Intellectual Property Rights*), Section 14 *(Confidentiality)* and Section 15 *(Compliance);* (iii) it does not and will not have any conflict of interest that would adversely affect its ability to perform its obligations under the Agreement or harm the reputation of Buyer and/or Buyer's Affiliates; (iv) all of its Auxiliary Persons who are involved with the fulfilment of an Order must review and abide by the standards of the Agreement and other policies which Buyer's Affiliates may reasonably provide; (v) it will at all times maintain at its own cost all permits, registrations, permissions, certifications, licenses and consents required (if any) to provide the Services and/or Goods; (vi) it is not a party to any litigation, and is not aware of any potential or threatened litigation, that might impact its ability to provide the Services and/or Goods required under the Agreement or any involved Order; (vii) is not, and has not been, a debtor in any bankruptcy action; and (viii) will take no action which would subject Buyer to any fines or penalties under Applicable law and shall maintain practices and adequate procedures designed to prevent any occurrence or act that would constitute a breach or violation of Applicable Laws.

7.3. Seller undertakes to notify Buyer as soon as reasonably practicable if it has reasonable cause to suspect that any breach of Applicable Laws has occurred or will occur. If Seller becomes aware of any breach of Applicable Laws, it shall take any measures stipulated by Buyer to remedy the breach.

7.4. Seller agrees to provide prompt certification of its continuing compliance with Applicable Laws whenever requested by Buyer.

7.5. Warranty Validity and Duration. The warranties contained in Sections 7.1 to 7.4 and, if applicable, Section 8.1 for Goods and/or Section 9.1 for Services shall be valid and are in addition to those implied by or available in accordance with Applicable Law and continue in force indefinitely, notwithstanding acceptance by the Buyer or its Affiliates of all or some of the Services and/or Goods.

8. Provisions that Apply for the Purchase of Goods

8.1. 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 or workmanship and those that are obvious and latent in nature); (iv) the Goods shall be subject to quality control by Seller in accordance with the Agreement and industry quality control standards; (v) the Goods shall be suitable for their intended use and purpose; and (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.

8.2. 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.

8.3. Equipment Spare Parts. Notwithstanding Section 8.2 above, where any Equipment spare parts are to be made subject to change, whether they have an impact on quality or not, Seller shall inform Buyer thereof not less than 6 months prior to the implementation of such change and notifying, where relevant:

8.3.1. The current parts supplied which are to be replaced by other compatible parts at a specified date; or

8.3.2. The current parts supplied which are taken out of production at a specified time and for which no replacement part will be made available.

8.4. Certificates and Samples. 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 as per the involved Order. Upon request, Seller must provide the original manufacturer's certificate of analysis and/or conformity for Materials for use in the Goods. Samples shall be provided in addition to the quantity of Goods ordered.

8.5. Transport, Packaging and Delivery. Seller shall deliver the Goods (or engage a carriage company to do so) at the Delivery date and Delivery Location that is specified in the involved Order. Seller shall ensure, without limitation, that the Goods (i) reach their destination in good condition; (ii) are stowed and secured in the transportation unit; (iii) are packaged to ensure their protection during transport; and (iv) are stored in adequate environmental conditions (e.g., temperature, humidity) during transport. Where specific handling or environmental conditions are required for the preservation or integrity of the Goods, Seller shall ensure that such conditions are maintained throughout transportation. In addition:

8.5.1. 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).

8.5.2. The Parties acknowledge and agree that timely, correct and complete Delivery of the Goods constitutes an essential obligation under the Agreement. Therefore, without prejudice to Buyer's other rights and remedies under the Agreement or otherwise, if Seller fails Delivery of the Goods ordered in accordance with the terms of the Agreement, Buyer is entitled to one or more of the following: (i) refuse to take any subsequent attempted Delivery; (ii) cancel the Order with no obligation or liability to Seller, even if the Buyer has already received the Goods except as is provided in Section 8.11 *(Rejected Goods);* (iii) allow Seller additional time to make Delivery, without waiving any rights to damages or other remedies that it has against Seller; (iv) terminate the Agreement pursuant to Section 12.5 (*Term and Termination)*; (v) obtain Substitutions from another supplier and recover from Seller any Losses incurred by Buyer in obtaining such Substitutions; and/or (vi) claim compensation and refund for any other Losses resulting therefrom.

8.5.3. Each Delivery must be accompanied by a delivery note from Seller indicating at least the following elements: (i) the Order number; (ii) the date of the Order; (iii) the type and quantity of Goods included in the Delivery, including the code numbers of the Goods where applicable; and (iv) in the case of an Order being delivered by installments, the outstanding balance of Goods remaining to be delivered.

8.6. 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.

8.7. 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.

8.8. 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 7.5 *(Warranties)*.

8.9. Non-conforming Goods. In the event that either Party detects Goods that do not conform with the warranties set out in Sections 7.1 to 7.4 and 8.1 *(Warranties)*, 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.

8.10. Consequences of Non-conforming Goods. If the Goods do not comply with the warranties contained in Sections 7.1 to 7.4 and 8.1 *(Warranties)* 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 Sections 7.1 to 7.4 and 8.1 *(Warranties)*; (iv) Order Substitutions from any third party and recover from Seller any Losses incurred in obtaining such Substitutions; 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 *(Payment and Invoicing).*

8.11. Rejected Goods. If Buyer elects to rescind an Order, to require Seller to replace or repair the Goods, or to order Substitutions 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.

8.12. 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.

8.13. 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 warranties and obligations under Sections 7 *(Warranties)* and 8 *(Provisions that apply for the purchase of Goods)* and 9 *(Provisions that apply for the purchase of Services)*.

8.14. Information about the Goods. Seller shall provide all reasonable assistance and information in relation to the Goods to the Buyer, the Buyer's Auxiliary Persons and Buyer's Affiliates and suppliers, whenever reasonably requested by the Buyer.

8.15. 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.

8.16. 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 8.

9. Provisions that Apply to the Purchase of Services

9.1. Warranties. Seller warrants that (i) it shall provide the Services in accordance with the Timing set out in the involved Order 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; (ii) the Services shall conform to all descriptions, specifications, quality and/or regulatory requirements that are applicable and/or set out in the Order; (iii) it has and it shall maintain an adequate quality management system; (iv) the Work Products do not include computer software that contains any "time-bombs", "worms", "viruses", "trojan horses", "protect codes", "data destruct keys" or other programming devices that might or might be used to, improperly access, modify, delete, damage, deactivate or disable any of Buyer's or its Affiliates' computer software, hardware or data; and (v) the Auxiliary Persons are required to timely supply the Services and provide the Work Products. Services for which no Timing has been specified must be performed or provided within a commercially reasonable period, given the then-existing circumstances.

9.2. Reporting. Seller shall request Buyer's written consent prior to implementing any change to the Services. 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 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 *(Payment and Invoicing).*

9.3. Work Products. Seller shall present all Work Products in a form and manner that is acceptable to Buyer and shall comply with the terms of the Agreement. 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) at Seller's expense, 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) reject the Work Product (in whole or in part) and obtain a refund from Seller of any amounts of the Price paid in relation to such Work Product; (iv) terminate the Agreement in whole or in part, without incurring any liability to Seller; (v) hold Seller accountable for any Losses and additional costs that it has incurred or will incur; (vi) obtain Substitutions from another supplier and recover from Seller any Losses incurred by Buyer in obtaining such Substitutions; and/or (vii) claim compensation and refunds for any other Losses resulting therefrom.

10. Location and Materials

10.1. Seller is responsible for ensuring that safe working practices are followed and for providing the facilities, Equipment, Materials and other resources as necessary to provide the Services.

10.2. To the extent that the Services are provided at facilities of Buyer, (i) Buyer will use all reasonable efforts to provide Seller with the work space reasonably necessary for Seller and its Auxiliary Persons to provide the Services; and (ii) Seller will acknowledge and ensure that its Auxiliary Persons comply with Buyer's environmental, health, safety, security and other policies and practices applicable which will be reasonably provided by Buyer in advance.

11. Intellectual Property Rights

11.1. Original Work. Seller warrants that all Work Products shall be its original work (or that of its Auxiliary Persons).

11.2. New IPR. Seller hereby (i) assigns, and shall continue to assign, and shall ensure that all of its Auxiliary Persons assign and shall continue to assign, to Buyer, free of Claims, all rights and title to 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 to make effective the assignment of economic rights set out in the Agreement, to the extent permitted by Applicable Law. Buyer shall retain exclusive ownership of the Work Products 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 11.2 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.

11.3. Unassignable New IPR. The law of some countries may not permit the foregoing assignment of some 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 Work Products, or to combine such with Materials, in each case to the extent that is necessary to allow Buyer and its Affiliates to be able to fully benefit from the Work Products and Unassignable New IPR.

11.4. 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 Work Products, to permit Buyer and its Affiliates to use, make, modify, offer for sale, import, export, sell, or to add to the Work Products, or to combine the Work Products with Materials, to the extent necessary to allow Buyer and its Affiliates to be able to fully benefit from the Work Products.

11.5. 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 Work Products 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.

11.6. 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, other than absolutely required to perform Seller's obligations under the Agreement.

11.7. The name(s), trademark(s), and trade name(s) utilized by Buyer and its Affiliates in the conduct of their business and all Intellectual Property Rights and/or other right, title and interest therein, are the sole property of and vest in Buyer and its Affiliates and/or its licensors. Unless otherwise agreed, Seller shall not use the name(s), trademark(s), or trade name(s) utilized by Buyer and its Affiliates in the conduct of its business.

11.8. Seller warrants that the Work Product (excluding Buyer Materials) and the Goods do not infringe 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) and the Goods infringe any such rights, and it shall indemnify them (irrespective of whether Seller is in breach of any warranty) from any Losses 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 or the Goods from Buyer or its Affiliates that arise out of, or in connection with, any Claim that the Work Product and/or Goods infringe Intellectual Property Rights of any third party. Buyer shall notify Seller of any such Claim(s) in a commercially reasonable period of time.

11.9. The terms of this Section 11 shall apply *mutatis mutandis* to all AI Outputs generated, assisted, or otherwise influenced by AI Systems in relation to Buyer's Confidential Information, the Goods, the Services or the Work Products, which do not otherwise qualify as Work Products or New IPR, thereby vesting the ownership and the exclusive right to use and exploit such AI Outputs solely in Buyer. Nothing in the Agreement shall be construed to mean that such AI Outputs are in the public domain.

12. Term and Termination

12.1. The Agreement commences on the start date set out in the involved Order or when Seller starts performance of the Order (whichever occurs first) and will continue for the Term unless terminated earlier in accordance with the provisions of this Section 12.

12.2. In addition to the rights that it has under Applicable Law, Buyer shall also have the right to terminate the Agreement, either in full or partly, at any time with immediate effect.

12.3. Should Buyer terminate the Agreement with immediate effect, it shall, unless it is otherwise agreed by the Parties, pay Seller:

12.3.1. 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

12.3.2. 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); and/or

12.3.3. For terminating an Order for the supply of Goods, all costs reasonably incurred by Seller in fulfilling such Order up to the effective date of termination.

12.4. Upon the termination of the Agreement, Seller shall cooperate with Buyer, to ensure that there is (i) an orderly winding down of the Services and/or Goods and (ii) a seamless transition and transfer of knowledge relative to the Services and/or the Goods from Seller to Buyer and/or Buyer's designee. For avoidance of doubt, Seller's obligation to cooperate under this Section 12.4 shall be at no additional cost, provided that Buyer shall remain responsible for payments due under this Section 12.3. for costs, amounts or sums reasonably incurred up to the effective date of termination.

12.5. Buyer may terminate the Agreement, either in full or partly, regarding all or part of the Goods and/or the Services, at its sole discretion, with immediate effect, without involvement of a judge and without any further formality (*ipso iure*) and without any costs being due by giving notice in writing: (i) in case a Force Majeure Event prevents or is reasonably anticipated to prevent the Seller from performing its obligations under the Agreement for a continuous period of at least seven (7) calendar days or fourteen (14) calendar days in a period of one (1) month; (ii) if the Seller commits a material breach of the Agreement, including but not limited to any breach of Sections 7.1 to 7.4, 8.1 and 9.1 (*Warranties)*, 8.5 *(Transport, Packaging and Delivery)*, 8.7 8.7*(Customs),* 9 *(Provisions that Apply for the Purchase of Services)*, 11 (*Intellectual Property Rights), 14* (*Confidentiality*), 15 *(Compliance),* 18-19 *(Third Party Claims) & (Insurance),* 20.2 *(Quality Assurance)* and 21-21.2 *(Information Security) & (Data Protection)* or a material or consistent failure, in the reasonable opinion of the Buyer, to meet the quality standards set forth in the Agreement; (iii) if Seller commits a breach or a series of minor breaches of the Agreement and/or of an Order, the series of minor breaches being in aggregate material in terms of their impact or effect and which are either not capable of remedy, or in case they are capable of being cured, they are not cured within 30 (thirty) days from the date of notice from Buyer (thereby requiring Seller to cure the breach or series of minor breaches); or (iv) in the event of a change in the legal, financial, or economic situation of Seller or in case of a change of Control of Seller. Upon the occurrence or the likelihood of an occurrence of such a change, Seller must, in any event, immediately notify Buyer thereof, in writing, by providing a detailed description of such change and/or possible change.

12.6. A Party may terminate the Agreement, either in full or partly, at its sole discretion, with immediate effect, without involvement of a judge and without any further formality (*ipso iure*) and without any costs being due by giving notice in writing: (i) upon the other Party passing a resolution for its liquidation, dissolution or winding up (save for the purpose of amalgamation or reconstruction and where the amalgamated or reconstructed entity agrees to adhere to the concerned agreement) or suffering a winding-up order being made against it or going into administration; (ii) if a receiver or administrative receiver is appointed or an encumbrance takes possession of the undertaking or assets (or any substantial part thereof) of the other Party; and/or (iii) if the other Party is unable to pay its debts or ceases to or threatens to cease to carry on its business.

12.7. In the event that a Force Majeure Event affecting a Party's own performance continues for longer than 60 (sixty) days, either Party shall have the right to terminate this Agreement or any Ordering Agreement upon 30 (thirty) days' written notice to the other Party, provided that, if the Force Majeure Event ceases within such 30 (thirty) day period, this Agreement and the involved Ordering Agreement, as applicable, shall remain in full force and effect, unless terminated pursuant to another provision of this Agreement.

13. Consequences of Termination

13.1. Upon expiration or termination of the Agreement for any reason, Buyer shall not have any further obligation or liability whatsoever to Seller under the Agreement, except that Seller shall be entitled to be paid any invoiced, due and outstanding amounts incurred as a result of Services or Goods delivered in accordance with the terms of the Agreement prior to expiration or termination.

13.2. Upon expiration or termination of the Agreement for any reason, Seller must promptly return to Buyer (and will not keep in its possession, re-create or deliver to anyone else) any and all (i) records, data, notes, reports, proposals, lists, correspondence, specifications, Materials, Equipment, other documents or property, or reproductions of any aforementioned items received from the company or third parties or otherwise belonging to the Buyer; (ii) Confidential Information; and (iii) Work Products.

13.3. Upon the expiration or termination of an Order, for any reason, Seller must, if requested by Buyer, provide all assistance that is reasonably required by Buyer to wind down the Services and/or facilitate the smooth transition of the Services and/or supply of Goods to Buyer or any replacement supplier appointed by it.

14. Confidentiality

14.1. Each Party shall, and shall procure that its Auxiliary Persons shall:

14.1.1. Not disclose Confidential Information or make it accessible to third parties without the other Party's prior written consent, except as permitted by Section 14.2;

14.1.2. Not use Confidential Information for any purpose other than to perform its obligations under the Order and the Agreement;

14.1.3. 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;

14.1.4. 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 Law); and

14.1.5. 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.

14.2. Each Party is permitted to disclose the other Party's Confidential Information:

14.2.1. To its Auxiliary Persons who:

14.2.1.1. Have a need to know such Confidential Information for the purposes of performing their obligations under the Agreement; and

14.2.1.2. Are subject to written obligations of confidentiality that are at least as stringent as those contained in this Section 14;

14.2.2. 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 Sections 14.2.1.1 and 14.2.1.2; and

14.2.3. 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.

14.3. The obligations of confidentiality in this Section 144 do not apply where the receiving Party can show by way of written evidence that: (i) the disclosing Party has given its specific prior written consent to the disclosure; (ii) the Confidential Information, at the start date set out in the Order, was or became at any time after that date, within the public domain (other than as a result of a breach of this Section); (iii) the Confidential Information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it; or (iv) the Confidential Information was developed by, or for, the receiving Party independently of any Confidential Information received under the Agreement or pursuant to any prior or other agreement or relationship between the Parties and by persons who had no access to, or knowledge of, such information.

14.4. Seller's technical and organizational security measures under Section 14.1.3 and Section 21.1 shall include a process for regularly monitoring, testing, assessing, and evaluating the effectiveness of AI Systems used by Seller (if any). Where Seller uses AI Systems to process Buyer's Confidential Information or in the supply of the Goods and/or the performance of the Services, the following requirements shall be met:

14.4.1. Seller shall only use AI Systems that are designed and trained for business use and shall not use an AI System where such could result in Buyer Data or Buyer Materials being used to train any general AI model (this does not include a customized AI System used solely for Buyer's account), or Buyer Data or Buyer Materials being made available to third parties;

14.4.2. Seller shall ensure effective human-review and professional validation of any AI Output prior to its usage in relation to the Agreement;

14.4.3. upon the written request of Buyer, Seller shall disclose the use of AI Systems to Buyer, including the purpose of using each AI System, the data (including Personal Data) subject to such use and the risks associated with the AI Systems used; and

14.4.4. Seller shall remain fully responsible for compliance with contractual, intellectual property, confidentiality, data protection, and security obligations as per the terms of the Agreement, irrespective of the use of AI Systems.

15. Compliance

15.1. Responsible Sourcing

15.1.1. Seller acknowledges that it has received, and that it agrees to implement and comply with the "**RSPs**", which apply to many areas, including the supply of Goods, Services and/or Work Product(s). It is Seller's responsibility to maintain full awareness of and compliance with the latest version(s) of the RSPs.

15.1.2. 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 the Agreement, as well as any other agreements and Orders that are then in place with Seller, with immediate effect.

15.2. Marketing

15.2.1. 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.

15.3. Sanctions and Anti-Bribery & Anti-Corruption Laws

15.3.1. Seller represents and warrants that the following statements will be true and correct for Seller and Seller's Affiliates providing Goods and/or Services under the Agreement throughout the Term:

15.3.1.1. Seller's Affiliates and each of their respective shareholders, beneficial owners, officers, directors, employees, agents and any other person(s) involved in providing Goods and/or Services under the terms of the Agreement, will comply fully with ABAC Laws and applicable Sanctions;

15.3.1.2. in carrying out its responsibilities under the terms of the Agreement, Seller and, as applicable, any Seller's Affiliates, along with any of their respective shareholders, beneficial owners, officers, directors, employees, agents, or any other person involved in providing Goods and/or Services under the terms of the Agreement, will not permit, authorize, or allow any improper or corrupt offer, promise, payment or giving of anything of value or of any other incentive, directly or indirectly, to (i) any Government Official in order to influence official action or otherwise obtain an improper advantage, (ii) any other person with the knowledge or reasonable expectation that all or any portion of the money or thing of value will be offered or given to a Government Official in order to influence official action or otherwise obtain an improper advantage, or (iii) any other person in order to induce them to perform their work duties disloyally or otherwise improperly. For the purposes of this Section 15.3.1.2, a person shall be deemed to have "knowledge" with respect to conduct, circumstances or results if such person is aware of (1) the existence of or (2) a high probability of the existence of such conduct, circumstances or results by virtue of proper prior due diligence that was or should have been performed under the circumstances. This includes a prohibition on the making of any "facilitating" or "expediting" payments which, for the purposes of this Section 15.3.1.2, are defined as small payments made to Government Officials in furtherance of or to expedite or secure the performance of routine, non-discretionary government action. Some examples include payments that are made to speed up the issuing of legitimate visas, licenses or permits, to connect telephones or other utility services;

15.3.1.3. Seller will not engage any individual to interact with Government Officials or Government Instrumentalities on Seller's Affiliates' behalf without Buyer's prior consent, if at any point during the prior year that individual qualified as a Government Official;

15.3.1.4. Seller will keep and maintain complete, accurate and reasonably detailed Books and Records in connection with the Goods and/or Services to be provided, and/or the financial transactions that are to be made on behalf of the Seller, under the terms of the Agreement;

15.3.1.5. there is no pending or threatened litigation, enforcement action or investigation by a government entity, or any inquiry or proceeding concerning Seller's and/or its Affiliates, or any person acting on their behalf or under their control or direction, in relation to non-compliance with any applicable ABAC Laws or Sanctions.

15.3.2. Seller and any Seller's Affiliates perform activities under the Agreement, as applicable, and owners and senior managers of the foregoing are not:

15.3.2.1. On any of the Sanctions lists published by the United States, the United Kingdom, the European Union, the United Nations, Switzerland, or the jurisdictions where the Parties are located (each such listed individual or entity being a "Sanctioned Party"); or

15.3.2.2. Located in, employing, using, procuring, subcontracting, or supplying any items, services, or labor originating from or attributable to any location subject to country-wide or region-wide Sanctions from time to time (each such location being an "Embargoed Location"). As of the date of the Agreement, Embargoed Locations are Cuba, Iran, North Korea, Syria, Crimea, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, and the portions of the oblasts of Kherson and Zaporizhzhia that are not controlled by the government of Ukraine.

15.3.2.3. If Seller, Seller's Affiliates and/or owners or senior managers of the same become a Sanctioned Party or have aforementioned connections to an Embargoed Location, Seller and/or Seller's Affiliates must immediately notify Buyer in writing; and

15.3.2.4. Seller and Seller's Affiliates have in place, and will maintain throughout the Term of the Agreement, adequate procedures designed to prevent any breach of ABAC Laws and/or Sanctions and shall respond to reasonable requests from Buyer or Buyer's Affiliates to confirm compliance, including but not limited to manager and owner information, to the extent possible under Applicable Law.

15.3.3. Seller further represents and warrants that, in carrying out its responsibilities under the Agreement, the Seller and, as applicable, Seller's Affiliates, will not provide any Gifts, Contributions, or Hospitality to any Government Official or any other person without the prior written approval of Buyer.

15.3.4. No part of any payments by Buyer or Buyer's Affiliates may be used, directly, indirectly, or through any other means whatsoever:

15.3.4.1. for any purpose that would constitute a violation of the laws of the countries where Buyer and Seller are organized, or any other country whose laws may apply to Buyer's Affiliates or Seller's Affiliates; or

15.3.4.2. for any illegal, unethical, or improper purpose, whether or not it is in connection with the Agreement or involved Order (as applicable), and Seller warrants that it and Seller's Affiliates will not use any such funds in a way that violates this provision.

15.3.5. Buyer and Buyer's Affiliates are not obligated under the Agreement to take any action, including the making of any payment that they believe, in good faith, would cause Buyer and Buyer's Affiliates to be in violation of Applicable Law.

15.3.6. Seller must ensure that its invoices (and, if applicable, the invoices of any Seller's Affiliates) sufficiently and accurately describe both the Services provided and, separately, the Expenses incurred. Buyer and Buyer's Affiliates reserve the right to reject any non-compliant invoice, in whole or in part.

15.3.7. Buyer and Buyer's Affiliates shall have the right to inspect and audit Seller and Seller's Affiliates' compliance with this Section 15.3 and with Applicable Law, including their Books and Records. At the discretion of Buyer, or the relevant Buyer's Affiliates (as applicable), an independent third party may be selected to conduct an audit. Seller shall fully cooperate in any audit conducted by or on behalf of Buyer and/or Buyer's Affiliates.

15.3.8. Seller further agrees to cooperate in good faith in any inspection, review, investigation, or audit by Buyer and/or Buyer's Affiliates and their auditors, attorneys and representatives in the event of any actual or alleged violation of ABAC Laws and/or Sanctions, this Section 15.3, and/or Applicable Law, by Seller, the Seller's Affiliates and/or their owners, officers, directors, employees and agents. Such cooperation includes providing Buyer and Buyer's Affiliates and their representatives with prompt and complete access to the Buyer and Buyer's Affiliates Books and Records and to their owners, officers, directors, employees and agents for interviews.

15.3.9. Seller must immediately notify the Buyer in writing providing full details if it becomes aware of any credible evidence or allegation of any (i) breach of any of the obligations contained in or referred to in this Section 15.3; (ii) fact, matter or circumstance that has or will or might reasonably be expected to put the other Party in breach of ABAC Laws and/or Sanctions; or (iii) any development during the Term that in any way makes inaccurate or incomplete the representations and warranties that are contained in this Section 15.3.

15.3.10. In addition to any other rights and remedies that are available to it, Buyer and/or Buyer's Affiliates may unilaterally and immediately terminate, without penalty, the Agreement or a Purchase Order (as applicable), in the case of non-compliance by Seller and/or Seller's Affiliates with the provisions of this Section 15.

15.4. **Fiscal and Trade Compliance**

15.4.1. 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:

15.4.1.1. 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.

15.4.1.2. 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 provisions, including, but not limited to, the applicable fiscal, customs and sanitary regulations.

15.4.2. 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 illicit trade activities.

15.4.3. Seller agrees to cooperate with Buyer, at no additional cost, in connection with any governmental inquiries that are made for the purposes of investigating illicit trade activities. Notwithstanding the existence of any confidentiality or similar agreement to the contrary, and subject to the provisions set forth in these GTP, 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.

15.4.4. Seller shall implement and maintain an anti-counterfeiting protocol that includes "Know Your Customer" and "Know Your Agent" 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. The protocol shall include the following:

15.4.4.1. Before approving any new customer for goods, Seller shall carry out due diligence checks regarding the prospective customer's business so that Seller is satisfied that the customer is (i) an existing legal entity; and (ii) a reputable enterprise engaged in the authorized manufacture of the products required. These Know Your Customer checks may include site visits, verification of financial or credit reports, checks of relevant public records and inquiries concerning actual or alleged involvement in illicit trade. Where Seller's customer for goods is an agent, Seller shall carry out due diligence checks to ensure that the agent is reputable and require the agent to carry out the Know Your Customer checks in relation to its subsequent customers.

15.4.4.2. Seller and its agents shall make sufficient inquiries to satisfy themselves that the quantities ordered are in keeping with the nature and scale of the customer's legitimate business.

15.4.4.3. Seller and its agents shall decline to accept any order for goods from any individual or entity known to be or to have been involved in the manufacture, distribution or sale of counterfeit products.

15.4.4.4. Seller and its agents shall inform all existing customers of goods in writing that it is their protocol not to supply goods to any customer including the principals of such customer, that engages in counterfeiting activities, and that they reserve the right to

cease doing business with any customer shown to have been involved in the manufacture, distribution or sale of counterfeit products.

15.4.4.5. Seller shall cooperate with Buyer in its efforts to identify manufacturers of counterfeit Buyer's products and supply Buyer, to the extent permitted by law, with any information Seller has regarding such illicit activities. In particular, Seller shall promptly inform Buyer of any suspicious inquiries or other circumstances that may be relevant to Buyer's anti-counterfeiting efforts.

For the avoidance of doubt, the anti-counterfeiting protocol is not intended to interfere in any way with Seller's supply of goods to Buyer's legitimate competitors.

15.4.5. 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.

16. Books and Records

16.1. The Seller must maintain and shall require its Auxiliary Persons to maintain complete, accurate, and reasonably detailed Books and Records and supporting documents in connection with the supply of Goods and/or the performance of Services to be provided, and/or the financial transactions that are made on behalf of the Seller, under the terms of this Agreement including a set of Books and Records, for a period of at least 10 (ten) years from the end of the financial year in which the relevant records were created.

17. Right of Audit

17.1. Upon reasonable notice and within normal business hours, Buyer or its designated independent auditor may inspect Seller's:

17.1.1. 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

17.1.2. Compliance with the terms of the Agreement.

17.2. Seller shall fully cooperate in good faith in any inspection, review, investigation, or audit conducted by or on behalf of Buyer and/or Buyer's Affiliates.

17.3. Following an audit or inspection, Buyer shall discuss its findings with the Seller, and, if appropriate, but without prejudice to Buyer's other rights and remedies, the Parties shall establish a plan (including a timetable to implement the plan) to address any findings that were identified during the audit or inspection.

17.4. Each Party shall bear its own costs in connection with any audit or inspection conducted pursuant to this Section 17. If such an audit or inspection reveals that there has been any breach by Seller of its obligations as defined in the Agreement or in any Order, Seller shall bear the costs of such audit.

18. Third Party Claims

18.1. If any third party makes a Claim, Buyer will: (i) as soon as reasonably practicable, give written notice of the Claim to Seller, specifying the nature of the Claim in reasonable detail; (ii) make no admission of liability in relation to the Claim without the prior written consent of Seller, which may not be unreasonably withheld or delayed; provided that Buyer may settle the Claim, after giving prior written notice of the terms of settlement to the extent possible under the Applicable Law to Seller, but without obtaining the Seller's consent if Buyer reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect; and (iii) subject to Seller providing security to Buyer, to the Buyer's reasonable satisfaction, against any Losses which may be incurred, take such action as Seller may reasonably request to avoid, dispute, compromise or defend the Claim.

18.2. Seller shall release, indemnify and hold harmless the Buyer, its directors, officers and employees, from and against any third party Claims whatsoever or howsoever arising directly or indirectly out of their provisioning of Services and/or Goods to the Buyer.

19. Insurance

19.1. Seller must at its own cost take out and maintain in force, during the entire duration of the Agreement, policies of insurance covering any and all liability which may be incurred by any of Seller and/or Seller's Affiliates in connection with the Agreement or an involved Order, with a reputable, internationally recognized and financially stable insurance company with an AM Best rating of A or better for, without limitation:

19.1.1. general liability insurance, including contractual liability, for a minimum amount of cover of 5 million USD on a single event or series of related events in a single calendar year with respect to bodily injuries, for a minimum amount of cover of 5 million USD on a single event or series of related events in a single calendar year with respect to property damage; and

19.1.2. employer's liability insurance in accordance with the legal requirements and for a minimum amount of cover of 500,000 USD per occurrence or requirements by local law.

19.2. The Seller must, at any time upon request from Buyer, provide a certificate of insurance, evidencing such required coverage.

20. General Provisions

20.1. Phases. The Services will be planned using "stage gate" or any similar methodology, where feasible. The Phases will be detailed in each Order, where applicable. Where the Services are to be performed in Phases, Seller may not commence any such Phase (nor incur any Expenses in relation thereto) without the prior consent of Buyer. Buyer may cancel all or part of the Services with respect to a Phase prior to the commencement of such Phase by

giving a written notice to Seller confirming such cancellation and without Seller being granted any rights, such as, but not limited to, any right to claim Losses, following such cancellation.

20.2. Quality Assurance. Seller must have in place and maintain a quality management system and be able to comply with Buyer's quality and compliance requirements which the Buyer or Buyer's Affiliate has shared with Seller and which are included in the involved Order. If as part of the Buyer's or Buyer's Affiliate's quality and service level assessment or any other inspection, including the right to inspect Seller's production facilities, any Seller's rating falls below a satisfactory level or if Buyer reasonably determines that Seller will not be able to deliver the Goods and/or Services 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.

20.3. Business Continuity and Disaster Recovery. Seller shall have business continuity and disaster recovery plans in place to (i) address the loss of products, raw materials, services, technology and/or third-party providers; (ii) minimize the impact of disruptions to the Seller's critical business processes and provide coordinated responses to potential or actual disruptions; and (iii) coordinate restoration activities once such a disruption has ended. At a minimum, these plans must include: (a) a procedure with planned actions; (b) a lead time of supply of Services and/or Work Product and/or Goods; (c) available capacity and capabilities; (d) for Goods only, a safety stock; and (e) testing of such contingency plan on a regular basis. Seller shall provide such plan to Buyer upon reasonable written request. Annually, Seller shall assess and update these plans in light of current business and technology risks, and upon reasonable written request, shall attest in writing to Buyer that it has done so. Seller will cooperate with Buyer to enhance these plans commensurate with the risk of the loss of such Services or Goods. Seller acknowledges and agrees that its obligation to institute, maintain and operate these plans is not and will not be excused by the occurrence of any event which may constitute a Force Majeure Event under this Agreement.

20.4. No Partnership or Agency. Seller, including its Auxiliary Persons, is and shall remain an independent contractor and this Agreement shall not be construed to create an association, partnership or joint venture, relation of principal and agent or of employer and employee between (i) Buyer or its Affiliates and (ii) Seller or its Affiliates (including any Auxiliary Persons or agents within the meaning of any law). Neither Seller nor its Auxiliary Persons shall be considered nor hold itself out to be, an agent, Auxiliary Person or partner of Buyer or any of its Affiliates for any purpose. Neither Seller nor any of its Auxiliary Persons are authorized, nor shall it purport to be authorized, to create obligations binding on Buyer or any of its Affiliates in any manner whatsoever. Nothing in this Agreement or, as applicable, in an Order shall be construed as implying that any sort of joint liability exists between the relevant Parties, unless it has been expressly stated otherwise.

20.5. Subcontracting. Seller agrees as follows:

20.5.1. Seller shall not subcontract any of its obligations under the Agreement or any Order, including without limitation in relation to the manufacture and/or sub-assembly of any Goods and/or Materials to its Affiliates or any third parties without Buyer's prior written consent. Any such written consent shall not relieve Seller from any liability or obligation hereunder and Seller shall be responsible for the acts, omissions and defaults of any subcontractor or Affiliate or sub-seller as fully as if they were the acts, omissions or defaults of Seller. For the avoidance of doubt any approved subcontractors or Affiliates of Seller are not permitted themselves to subcontract unless they have also received Buyer's prior written consent and Seller equally remains fully liable and responsible for such subcontracting;

20.5.2. Seller shall ensure that it receives warranties, confidentiality protections, and Intellectual Property Rights assignments and licenses, from its Affiliates and other subcontractors and sub-sellers that are equivalent to those given to Buyer by Seller. All warranties received from subcontractors (including Seller's Affiliates) and sub-sellers shall be passed through to Buyer (and, as applicable, to Buyer's Affiliates) and Seller shall ensure that Buyer (and, as applicable, Buyer's Affiliates) may rely on and enforce such warranties based on the agreement(s) among Seller and its Affiliates and other subcontractors and sub-sellers; and

20.5.3. Seller is responsible for managing its relationships with subcontractors and sub-sellers in a manner compliant with Seller's obligations set forth in this Agreement.

20.5.4. For the avoidance of doubt, Seller has no obligation to obtain Buyer's consent in respect of sub-sellers from whom it wishes to purchase Materials.

20.6. Assignment. Seller may not assign, transfer or delegate any of its rights or obligations under the Agreement and under an Order 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.

20.7. 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 a Force Majeure Event, it shall immediately notify Buyer of such situation in writing. Buyer, without liability to Seller, may, at its sole discretion, either (i) extend the time for the involved Delivery or performance; (ii) require Seller to use best efforts to secure Substitutions; or (iii) cancel the involved Order in whole or in part and source the Goods and/or Services from another provider.

20.8. 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

20.9. 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).

20.10. Entire Agreement. The Agreement, the documents referred to in the Agreement and any Orders entered into between Buyer and Seller constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, understandings and any evidence of trade usage or course of dealing between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement and any Orders it does not rely on, and must have no remedies in respect of, any statement, representation, assurance or warranty, whether made innocently or negligently, that is not set out in this Agreement or the relevant Order. The pre-printed terms and conditions of any of Buyer's and/or Seller's business forms, including purchase orders, shall be without legal effect in transactions

under the Agreement and each Order, even if such pre-printed terms and conditions contain an entire agreement provision similar in scope to the foregoing sentences of this Section.

20.11. Amendments. The Agreement and any Order shall not be amended, modified or changed except by an agreement in writing, signed by both Parties, that expressly refers to the Agreement and any Order and expressly amends or supersedes the Agreement and any Order.

20.12. 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.

20.13. Non-Disparagement / Publicity. Seller shall not initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage or destroy the goodwill of Buyer or its Affiliates or their respective businesses. Neither Seller nor Seller's Auxiliary Persons shall, without Buyer's prior express written approval, (i) advertise or otherwise publicize the existence or terms of this Agreement or any Order or any other aspect of the relationship between Seller or Seller's Auxiliary Persons and Buyer; or (ii) use Buyer's name or that of any of its Affiliates or any trade name, trademark or service mark or brand imagery belonging to Buyer or any of its Affiliates in any press release, any form of advertising, or any of its business communications (internal or external) except those necessary to provide the Services and/or Goods. If Seller is contacted by a third party, including any news organization, concerning Seller's activities in relation to Buyer, Seller shall: (i) make no comment; (ii) immediately notify Buyer of the third-party contact; and (iii) refer the third party to Buyer.

20.14. 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.

20.15. Reporting / Status Updates. Seller agrees to provide Buyer, on an as-required periodic basis, or promptly upon Buyer's request, with the type and level of reporting/status updating that is reasonably required by Buyer.

20.16. 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 it's 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 7 *(Warranties*), Section 8 *(Provisions that Apply to the Purchase of Goods*), Section 9 *(Provisions that Apply to the Purchase of Services*), Section 11 *(Intellectual Property Rights),* Section 13 *(Consequences of Termination),* Section 14 *(Confidentiality),* Section 15**Error! Reference source not found.** *(Compliance),* Section 1616 *(Books and Records),* Section 17 *(Right of Audit)*, Section 20 *(General Provisions),* Section 21 *(Data Protection and Information Security)* and Section 22 *(Definitions)*

20.17. 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. Additionally, if any provision of this Agreement (or, as applicable, the Negotiated Agreement), or the application thereof to either Party under any circumstances, is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement (or, as applicable, the Negotiated Agreement) which can be given effect without the invalid or unenforceable provision or application, and it shall not invalidate or render unenforceable such provision or application in any other jurisdiction. The Parties further agree that should a court determine that any provision that is set forth herein (or, as applicable, in the Negotiated Agreement) is invalid or unenforceable, that court may alter or modify such provision in a manner so as to make it valid and enforceable and so as to effectuate the purpose of that provision to the greatest extent possible under Applicable Law; provided that, if any such alteration or modification cannot be achieved without materially altering the intention of the relevant Parties, such provision shall be deleted.

20.18. 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, including without limitation all or any injunctive relief, 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.

20.19. 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.

20.20. Termination. Without prejudice to any other rights of Buyer, Buyer may terminate or suspend the 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.

20.21. Governing Law. The Agreement, any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims 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.

20.22. 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 Geneva, Switzerland. The number of arbitrators shall be 3 (three), unless otherwise agreed by the Parties. The arbitral proceedings shall be conducted in English.

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

21.1. **Information Security**

21.1.1. Where the Agreement involves Seller:

21.1.1.1. Accessing Buyer Information Systems other than by using, from Buyer's (or an Affiliate's) premises, hardware that Buyer provides for that purpose; or

21.1.1.2. 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.

21.1.2. 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.

21.2. **Data Protection - Processing by Seller**

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

21.2.1. This Section 21.2.1 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 21.2.2.

21.2.1.1. 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.

21.2.1.2. Data Processing particulars. The particulars of the Processing under Section 21.2.1 are as set out below, save to the extent that they are amended or supplemented in the involved Order:

21.2.1.2.1. Subject matter of the Processing:	The provision of the Services to Buyer.
21.2.1.2.2. Duration of the Processing:	The Term.
21.2.1.2.3. Nature and purpose of the Processing:	As per the description of the Services.
21.2.1.2.4. Types of Personal Data being Processed:	As per the description of the Services.
21.2.1.2.5. Categories of Data Subjects to whom the Personal Data being Processed relates:	As per the description of the Services.

21.2.1.3. Subprocessing. Subject to Section 21.2, 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 21.2.1. 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 (fourteen) days in advance of any new subcontractor's appointment.

21.2.1.4. 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).

21.2.1.5. 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.

21.2.1.6. Audit. Seller shall make available to Buyer all information that is necessary to demonstrate compliance with this Section 21 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.

21.2.1.7. 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.

21.2.1.8. 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.

21.2.1.9. 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 (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).

21.2.1.10. Duty of Confidentiality. Seller shall ensure that any natural person acting under its authority who has access to Buyer Personal Data: (a) has undergone training in the law and practice of data protection; and (b) is committed to confidentiality obligations or is subject to an appropriate statutory obligation of confidentiality.

21.2.1.11. General Restrictions. Seller shall not: (i) Process more than the minimum amount of Buyer Personal Data necessary to perform the Services for Buyer under the Agreement; (ii) afford access to the Buyer Personal Data beyond those having a "need-to-know"; (iii) duplicate or incorporate Buyer Personal Data into their own records or databases except for the purpose of performing the Services for Buyer under the Agreement; (iv) have any right to Process Buyer Personal Data for their own commercial benefit in any form, including, without limitation, to create de-identified or anonymized data; or (v) disclose, release or transfer Buyer Personal Data to any third party or business except as necessary to perform the Services for Buyer under the Agreement or as specifically directed by Buyer in writing.

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

21.2.2. This Section 21.2.2 applies to Seller's Processing of Buyer Personal Data as a Data Controller. The Parties recognize that each of them will Process Transfer Data that it (a) transfer to the other; or (b) receives from the other (or both) as an independent Data Controller.

Seller shall:

21.2.2.1. Comply with all applicable data protection laws when Processing Buyer Personal Data;

21.2.2.2. 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;

21.2.2.3. 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;

21.2.2.4. On the Buyer's reasonable request, reasonably cooperate with, and assist, the other in respect of any: (i) threat to, or compromise of, the confidentiality, integrity or availability of Transfer Data it receives from the other, including consulting with the other about such steps as may reasonably be necessary or appropriate to investigate, mitigate and remediate any Data Breach and otherwise assist the Parties to discharge their respective obligations under applicable Data Protection Law; (ii) communications, requests (e.g. subject access requests, or requests to correct or delete), objections or any other communications received from Data Subjects, regulatory authorities or any other person concerning Transfer Data it receives from the other; (iii) and reasonable enquiries from the other regarding the technical and organizational

21.2.2.5. 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.

21.2.2.6. 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 21 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

21.2.3. 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.

22. Definitions

"ABAC Laws" means, without limitation, all laws applicable to Buyer and/or to Seller relating to or prohibiting bribery, corruption, kickbacks, the improper conferring of any Gift, payment, or other benefit on any person, or similar unlawful or unethical conduct, or which has as its objective the prevention of corruption, to include the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), the Bribery Act 2010 of the United Kingdom, laws implementing the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, any corresponding laws of country(ies) applicable to the Goods and/or Services or the performance under this Agreement and any similar laws of the European Union, United States, Switzerland, or any other country, each as amended, and any regulations promulgated thereunder.

"Affiliate" means an entity that, either directly or indirectly, Controls, is Controlled by, or is under common Control with, the relevant entity.

"Agreement" means these GTP, along with any Orders~~,~~ as may be entered into by the Parties. To the extent that any Orders are inconsistent with the aforementioned documents, such Orders shall be excluded from this definition.

"**AI Output**" means any content, material, work product, code, data, analysis, recommendation, design, document, image, audio, video, model output, prompt response, or other output generated, assisted, modified, analyzed, optimized, summarized, classified, or otherwise influenced by AI Systems.

"**AI System**" means any machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate AI Outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. This definition shall encompass any such AI system, software, platform, model, application, API, plug-in, agent, assistant, workflow automation, or other technology, provided that it utilizes, embeds, or interfaces with the inference capabilities defined above, to the exclusion of traditional software that operates solely on deterministic, hard-coded rules.

"Applicable Law" means all product, environmental, health and safety, social, human resources, tax and all other laws, regulations and other instruments having the effect of law or any binding industry standards or equivalent, which apply to the manufacture, supply or distribution of Goods and/or Services, Seller's Auxiliary Persons or otherwise applicable to the Agreement.

"**Auxiliary Person**" means any person that is working directly or indirectly for another (such as an employee (or the equivalent), personnel, 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 any Party which (i) existed prior to the start of an Order and/or (ii) are created independently of Order by such Party.

"Books and 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, liabilities suits, losses, damages and expenses, including costs and reasonable attorney's fees 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.

"Close Family Member" means an individual's spouse, the individual's and the spouse's parents, siblings, and children, and any other individuals who share the same household as the individual

"Confidential Information" means all business and/or technical information: (i) relating to the subject matter of these GTP and/or the involved Order, including the existence of these GTP and/or the involved Order; (ii) concerning the disclosing Party and/or its products, operations, research and development efforts, inventions, trade secrets, computer software, plans, intentions, market opportunities, processes, methods, policies, recipes, formulae, vendor and Buyer's relationships, finances and other business operations and affairs; and (iii) of third parties that the disclosing Party maintains in confidence, that has been or may be disclosed to the receiving Party in written and/or other materials, through the receiving Party's access to premises, equipment or facilities of the disclosing Party, or by oral communication with Auxiliary Persons, or agents of the disclosing Party, in connection with, or incidental to, the Agreement, as well as all tangible embodiments of such information. For the avoidance of doubt, Confidential Information includes all data, documents, materials, know-how, Buyer's Personal Data or information of any type whatsoever, in whatever form or medium it takes, whether disclosed orally or in writing or observed in some other manner, and whether it has been marked as "confidential" and/or "proprietary." Confidential Information also includes any other business information of the disclosing Party and/or its Affiliates, that is learned, created by, disclosed to or becomes known by the receiving Party pursuant to the Agreement and/or any involved Order, including any information that is disclosed by a Party and/or its Affiliates in order to discuss the possibility of entering into a different or further business arrangement. For the avoidance of doubt, Confidential Information also includes any prompts, inputs, queries, outputs, summaries, analyses, translations, classifications, embeddings, vectors, logs, metadata, and other materials generated from or containing Confidential Information.

"Contribution" means a monetary or in-kind donation (including services), grant, political contribution, membership, or sponsorship including corporate sponsorships of any event.

"Control" means the ability to direct the affairs of another by ownership, contract or otherwise, including without limitation, the fact that a legal entity owns or controls another legal entity. For the purpose of this definition, a legal entity shall be deemed to own or control another legal entity if more than 50% (fifty percent) of the voting stock of the latter legal entity, ordinarily entitled to vote in the meetings of shareholders of that entity, is held directly or indirectly by the owning and/or controlling legal entity and "Controlling" and "Controlled" shall be construed accordingly.

"Data Breach" means any breach of security leading to 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 natural or legal person who Processes Personal Data on behalf of a Data Controller.

"**Data Protection Law**" means the law protecting the fundamental rights and freedoms of persons and, in particular, their right to privacy, with regard to the Processing of Personal Data.

"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.

"Delivery" or "Delivered" means the delivery of Goods and/or Services according to the terms of an Order. In the event an Order is to be delivered by installments, such Order will only be considered as delivered under the terms of the Agreement upon the delivery of the final installment.

"Delivery Location" means the location to which the Goods need to be Delivered as set out in an Order.

"Equipment" means the machinery, equipment, prototype machinery, prototype equipment, primary equipment or secondary equipment (including makers, combiners, filter makers, case packers, pouch packers, as well as spare parts and kits for the foregoing) to be supplied for an Order.

"Expenses" means any and all costs and expenses connected directly or indirectly with the Supplier's, Seller's, Service Provider's or Developer's (as applicable) performance of the Agreement (which will typically be described in detail in the involved Order), including but not limited to accommodation, subsistence and travel.

"Force Majeure Event" means an event that is beyond the control of the affected Party that could not have been foreseen or prevented and that renders the performance of some or all of the obligations of that Party under the Agreement or an Order (as applicable) impossible, if and only to the extent that such event is not caused by or due in any way to the negligence of such Party, it being understood that the following shall constitute a Force Majeure Event: (i) acts of God, (ii) acts of terrorism, (iii) war, (iv) labor difficulties, shortages, or strikes, (v) fire, (vi) flood, (vii) riot, (viii) explosion, (ix) unforeseen delays in third-party-provided transportation or communications, (x) epidemic, pandemic, and/or quarantine, (xi) civil commotion, (xii) natural disasters or catastrophes, (xiii) acts or omissions of a Government Instrumentality, and/or (xiv) changes in laws or regulations. For the avoidance of doubt, a Force Majeure Event shall *not* include (1) financial distress or the inability of a Party to make a profit or to avoid a financial loss, (2) changes in market prices or conditions, (3) unavailability of raw materials unless such materials are unavailable on a nationwide basis, (4) power brownouts or blackouts (other than those having a nationwide impact), or (5) a Party's financial inability to perform its obligations hereunder or under an Order.

"Gift" means anything of value (other than Hospitality, Travel or Contributions) provided to, or receive from, a third party without exchange of equivalent payment in return, and not as a result of a legal or contractual obligation.

"Goods" means the goods, services products, Materials, Equipment and/or Work Products which are necessary for, or incidental to, the proper provisioning of the Goods as specified in the involved Order. This shall include providing all reasonable assistance and information in relation thereto to the Buyer and the Buyer's Auxiliary Persons and suppliers, whenever reasonably requested by the Buyer.

"Government Instrumentality" means and includes: (i) any government agency, department or subdivision, including a legislature, administrative body, court,

and ministry, at the supranational, national, state and local level; (ii) any organization that serves a public purpose and is closely tied to any level of government, but may not itself be considered a government agency, including government-owned or controlled universities, hospitals and commercial enterprises; and (iii) public international organizations whose members are governments or Government Instrumentalities, such as the World Health Organization and the United Nations. For purposes of the Agreement, an entity shall be considered government-owned or controlled if a government (1) owns or controls 50% or more of the entity's shares, (2) funds more than 50% of the entity's budget, or (3) can otherwise direct the management, policies or affairs of that entity.

"Government Official" means and includes any officer, employee, or person employed by or acting, in an official or unofficial capacity, on behalf of any Government Instrumentality, or any officials of a political party or candidates for political office. It should be noted that, in some contexts, interactions with a Close Family Member of a Government Official may be treated as an interaction with that Government Official.

"GTP" means these General Terms of Purchase.

"Hospitality" means drinks, meals and events such as concerts and sporting events that are attended with a third party and that are provided to, or received from, that third party not as a result of a legal or contractual obligation.

"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, supplementary protection certificates, petty patents, trade secrets and other rights in know-how, copyrights including any extensions or renewals, rights affording equivalent protection to copyright, data, rights in database, registered designs, design rights, industrial designs and utility models, rights in goodwill or to sue for passing off rights in unfair competition, trademarks, trade names, services marks, rights in internet addresses, trade dress, logos, domain names, business names, rights in confidential or proprietary information and all other rights and forms of protection in respect of any other industrial or intellectual property, in all cases whether or not registered or registerable, wherever existing in the world and including all rights to apply for (and for renewals and extensions) of any of the foregoing rights.

"Key Auxiliary Person" means the specified personnel members of Seller and Seller's Affiliates (as applicable) which are key in providing the Services and are named in the involved Order.

"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 including all related drafts and working papers (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 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 Work Products (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 GTP.

"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.

"Phase" means a phase for the delivery of Services and the supply of Work Products, as set out for an Order, if relevant.

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.

"Price" means the price set out in the involved Order.

"Responsible Sourcing Principles" or **"RSPs"** means the responsible sourcing principles available at https://www.pmi.com/resources/docs/default-source/pmi-sustainability/responsible-sourcing-principles.pdf, which define the applicable practices, principles and standards in the areas of human rights, environmental responsibility, and business integrity, as updated, modified or replaced from time to time.

"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 and any applicable European Union restrictive measure .

"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 Work Products or Buyer Materials.

"Services" means the services that Seller has agreed to provide under the involved Order as well as any other services which are necessary for, or incidental to, the proper provisioning of such services.

"Substitutions" means goods or services ordered from a third-party supplier, usually as a replacement for Services that the Seller did not perform or did not perform satisfactorily and/or the Goods that the Seller did not supply or manufacture or did not supply or manufacture satisfactorily which are identical or functionally equivalent to the Goods or Services. Substitutions shall be deemed to have been purchased from Seller for the purposes of calculating any volume estimate, forecast, market share, volume discounts, or any other type of rebate.

"Term" means the duration set out in the involved Order.

"Timing" means the timing requirements that are applicable to the supply of Goods and/or delivery of the Services (or, as applicable, to a Phase of the involved Order) as set forth in an Order.

"**Transfer Data**" means Personal Data that the Parties transfer between each other in relation to this Order.

"Travel" means air travel, ground transportation, hotel, lodging, visa costs, food and drink, meals and hospitality, etc. related to a trip.

"VAT" means value added tax.

"Work Product" means all Materials and other deliverables that Seller (itself and/or using Auxiliary Persons), in the performance of the Services and/or the supply of Goods, creates or delivers to Buyer and its Affiliates (as appropriate), excluding Buyer Materials (each a "Work Product").

Addendum 1

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 2 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 2 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

term 11 of the Exhibit to this Addendum 1. The Data Exporter's authorization shall be deemed given unless the Data Exporter objects to Seller 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 2 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.

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

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

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

4.2. 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.

4.3. 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 3.

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 10.

Table 4: Ending this Addendum when the Approved Addendum Changes

1. Which Parties may end this Addendum as set out in Section 21: 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 19 of those Mandatory Clauses.

Exhibit to Addendum 1

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