General Terms and Conditions of Purchase

1. **Definitions – see also clause 11 below:**

Where this document uses capitalized expressions (e.g. "**Affiliate**", "**Buyer**"), those expressions have the meanings given to them in clause 11 below, which is at the end of this agreement.

2. **Acceptance and entire agreement:**

2.1. The Seller may accept this agreement by any means, including: (a) signing and returning the Order, either on paper or electronically e.g. by e-mail); or (b) commencing work under this agreement.

2.2. This agreement embodies the entire understanding between the parties and supersedes all other prior understandings and agreements, oral or in writing, between the parties with respect to the subject of this agreement. It may be amended only by written agreement by both parties that expressly refers to this agreement. The terms of the Seller's quote, acknowledgement or acceptance of order, specification or similar document do not apply. Any express terms in the Order shall overrule these terms.

3. **Payment:**

3.1. The Buyer shall pay the Seller the fee as set out in the Order. In addition to the fee, the Buyer shall pay the Seller VAT, if applicable, at the prevailing rate.

3.2. If the Order indicates that the Buyer is to pay the Seller expenses in respect of certain Services provided, at the Buyer's request, from locations other than the Seller's offices or their immediate area then, as indicated in the Order, the Buyer shall reimburse the Seller for expenses that the Seller incurs in providing such Services either:

3.2.1. by paying the Seller a fixed sum per day in respect of each individual who provides such services, the value of which shall be set out in the Order; or

3.2.2. at cost, for reasonable expenses for travel, accommodation and meals that the Seller incurs in providing such Services, provided, in respect of each such item of expense, the Seller: (i) submits the receipt for it with its claim for reimbursement; and

3.2.3. if it exceeds ZAR 10,000, incurs it only with Buyer's prior approval (which it may give by email):

3.2.3.1. by paying the Seller a fixed sum per day in respect of each individual who provides such services, the value of which shall be set out in the Order; or

3.2.3.2. by paying the Seller a fixed sum per day in respect of each individual who provides such services, the value of which shall be set out in the Order.

3.3. Each party shall, at its own expense, comply with all obligations that this agreement attributes to it unless this agreement explicitly states that the other party is to bear the expense.

3.4. When the Seller has delivered the Goods or performed the Services (or both), the Seller shall promptly deliver to the Buyer an invoice that accurately details the relevant Goods or Services and complies with the Buyer's requirements for invoicing. If the Services are to be charged on a time and materials basis and spread over a period greater than a month, the Seller shall invoice in arrears promptly following the end of each month (with associated expenses if permitted as set out below).

3.5. All invoices should be submitted electronically in a PDF format to: PhilipMorrisSouthAfrica.Invoices@pmi.com or to LEONARD.DINGLER.Invoices@pmi.com (depending on the relevant Buyer) clearly indicating the Purchase Order ("**PO**") reference.

3.6. The Buyer shall pay, by bank transfer, the Seller's invoice within 60 (sixty) calendar days from the date the Buyer receives it (and provided it complies with the above requirements). Should the Seller fail to comply with its obligations under this agreement, the Buyer reserves the right to suspend payment in whole or in part.

3.7. Any queries regarding invoices and payments are to be submitted electronically to: PMISCEFIN@pmi.com.

4. **Confidentiality:**

4.1. A party's confidential information (being information that a reasonable person would consider confidential) includes information of another person that it keeps in confidence. Each party shall, and shall procure that its Auxiliary Persons shall:

4.1.1. keep confidential all confidential information that it receives from (or on behalf of) the other in connection with this agreement and apply reasonable measures to keep it secure;

4.1.2. return (or, at the disclosing party's instruction, destroy) such confidential information at the end of this agreement; and

4.1.3. except as permitted by clause 4.2 below, not disclose any of the other party's confidential information to any third party nor refer to its business relationship with the other for promotional or advertising purposes without that other's prior written consent.

4.2. Each party may disclose the other party's confidential information:

4.2.1. to its Auxiliary Persons who both:

4.2.1.1. need to know such information for the purposes of its business (or the business of one of its Affiliates); and

4.2.1.2. are subject to obligations of confidentiality comparable to those in this clause 4;

4.2.2. to its Affiliates, and to its and their service providers, provided the persons within such organisations who are given access to such information are subject to the obligations in subparagraphs 4.2.1.1 and 4.2.1.2 above; and

4.2.3. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.3. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

4.4. The aforementioned obligations are enduring and are binding both prior to and after the performance of obligations under this agreement.

5. **Limitation of liability:**

5.1. Neither party limits liability for: death or personal injury caused by negligence; for fraud, wilful misconduct or gross negligence; to the extent mandatory law prohibits any limit; for breach of clause 4 above (Confidentiality); for liability arising under clause 7.2 or 8.2 below; or for breach of clause 9.2 below.

5.2. Each party's liability to the other for damage to tangible property shall be limited to ZAR 5,000,000 (five million rand) per event.

5.3. Save as provided above:

5.3.1. Neither party shall be liable to the other under this agreement for:

5.3.1.1. loss of profits, business interruption, damage to goodwill or loss of anticipated savings; or

5.3.1.2. special, incidental, consequential, indirect or punitive damages; and

5.3.2. the liability of each party to the other for any claim under this agreement shall not exceed twice the total amount of fees and expenses paid or payable during the term.

6. **General provisions:**

6.1. The Seller is an independent contractor. This agreement does not create a relationship of principal and agent, or of partnership, or of joint venture between any of the Buyer, the Seller and any Auxiliary Persons.

6.2. The Seller shall obtain the Buyer's prior written approval before subcontracting. If the Seller does subcontract:

6.2.1. it shall do so substantially on these terms;

6.2.2. it shall ensure that warranties it receives extend to the Buyer;

6.2.3. if it does not receive such express warranties, it warrants such Goods or Services to the same extent set out in clauses 7.1 and 8.1 below; and

6.2.4. it remains fully liable to the Buyer for any subcontracted Goods or Services.

6.3. Neither Party may (other than to an Affiliate within the same country) assign, transfer or delegate rights or obligations under this agreement without the other's prior written consent.

6.4. The Seller shall at its own expense maintain:

6.4.1. employer's liability, third party liability, product liability and professional negligence insurance to cover its liabilities arising from this agreement with an insurance company acceptable to the Buyer and with limits of cover acceptable to the Buyer; and

6.4.2. all permits, licences, certifications, registrations, and insurance coverage required by law; and

6.4.3. On the Buyer's request, the Seller shall provide the Buyer with copies of the relevant certificates of insurance, permits, licences, certificates and registration documents.

6.5. If the Seller determines that it cannot deliver the Goods or perform the Services on the date specified in this agreement or in the Order owing to events beyond its reasonable control (such as: third party industrial disputes; natural disasters having widespread and significant consequences not reasonably foreseeable, war, riot, civil commotion, malicious damage, compliance with applicable law or regulation), it shall immediately notify the Buyer. The Buyer, without liability to the Seller, may, at its discretion, either: (a) extend the time for delivery or performance; and/or (b) require the Seller to use best efforts to secure substitute Goods or Services; or (c) cancel this agreement in whole or in part and source the Goods or Services from an alternative provider.

6.6. The Seller warrants that:

6.6.1. neither it nor any officer, director, employee, owner or partner, nor any agent, representative or subcontractor who will perform Services under the Agreement on behalf of Seller, is a Government Official (which for purposes of this Agreement shall mean an officer or employee of a government, an entity owned or controlled by a government or a public international organization; a political party or official thereof; a candidate for political office; or a person acting in an official capacity for or on behalf of any of the

foregoing) or close relative of a Government Official in a position to influence the award of business or other advantages to Buyer, nor will become, during the term of this Agreement, a Government Official, without the Seller providing advance notice to and obtaining written approval from Buyer in its sole discretion;

6.6.2. it shall not offer, promise or give any payments or anything else of value, directly, indirectly, or through any other means whatsoever, to any Government Official or to any other person while knowing that all or any portion of the money or value will be offered, promised or given to a Government Official for the purpose of influencing official action to obtain or retain business or secure any improper advantage. Seller further warrants that it shall not make a gift or political contribution in cash or in kind to, nor shall it entertain, any Government Official or any other persons on behalf of Buyer without the prior written approval of Buyer, and that all such approved gifts, entertainment and contributions will be accurately recorded in its books and records and will not be reimbursed by Buyer without having received the necessary approvals from Buyer.

6.6.3. no part of any payments by Buyer to Seller will be used, directly, indirectly, or through any other means whatsoever, (i) for any purpose that would constitute a violation of the laws of the country where the Services shall be rendered or the Goods are purchaser, the countries where Buyer and Seller are organized, or any other country whose laws may apply to either of the parties or to their respective Affiliates, including without limitation the U.S. Foreign Corrupt Practices Act; or (ii) in order to procure any improper benefit from any Government Official on behalf of Buyer ; or (iii) for any illegal, unethical, or improper purpose, whether or not in connection with the Agreement.

6.6.4. when providing any Goods or Services under the Agreement, it shall, to the extent applicable, comply, and shall ensure that any of its employees/agents/representatives/subcontractors that are involved in providing any Goods or Services under the Agreement similarly comply, with Philip Morris International Incorporated's ("**PMI**") Responsible Sourcing Principles (available at https://www.pmi.com/resources/docs/default-source/pmi-sustainability/responsible-sourcing-principles.pdf, the contents of which are incorporated by reference herein) (the "**RSP**"), which define the practices, principles and standards in the areas of human rights, environmental responsibility and business integrity that the Buyer expects the Seller to meet. The Seller furthermore confirms and warrants that it shall endeavour to continually improve upon and/or exceed the standards enumerated in the RSP and authorises the Buyer and its Affiliates (and/or any organisation appointed to act on its behalf in this regard) to, upon reasonable advanced notice, carry out assessments at the Seller's premises to verify adherence with the RSP or to complete such due diligence questionnaire as the Buyer may require. If the Buyer becomes aware of any violation of or non-compliance with the RSP by the Seller, the Buyer may cancel this Agreement at any time, in whole or in part, with no obligation or liability to the Seller and while retaining all rights against the Seller.

6.7. Where this agreement requires that something be done in written form, e-mail shall satisfy the requirement.

6.8. All commercial relations and terms and conditions between the parties in connection with this agreement shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods of 1 January 1988 shall not apply. Any disputes arising in connection with this agreement shall be subject to the jurisdiction of the ordinary courts of Cape Town, South Africa.

6.9. Right of review:

6.9.1. Upon reasonable notice and within normal business hours, the Buyer may inspect the Seller's:

6.9.1.1. financial and accounting records relating to sums it charges the Buyer under this agreement on an 'at cost', 'pass-through', or 'cost plus' basis; and

6.9.1.2. compliance with the terms of clause 9 below.

6.9.2. The Buyer may do so only:

6.9.2.1. with minimum disruption to the Seller's business; and

6.9.2.2. once per year unless a breach of security has occurred or there has been a complaint by a regulator or an individual, and in which case a further inspection(s) may take place.

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

7. **Provisions that apply for purchase of goods (check also whether clause 9 below applies):**

7.1. The Seller warrants that: (a) the Goods will be free from any liens or encumbrances on title that could affect the Seller's right to transfer title of the Goods to the Buyer; (b) the Goods will be free from defects and shall meet all specifications, standards, procedures, methods or systems referred to in this agreement; (c) the Goods will be free from any defects in design, workmanship or materials; (d) the Goods will be suitable for normal commercial use; and (e) the Goods will be manufactured, packaged and labelled in accordance with this agreement and all laws and standards of the countries of manufacture, distribution, and intended use, including laws on labour and employment, manufacturing, transport, data protection, environment, competition and fair market practices.

7.2. The Seller warrants that the Goods will not infringe any Intellectual Property Rights of any third party. The Seller shall defend the Buyer and its Affiliates against any claims that the Goods infringe any such rights, and shall indemnify them (irrespective of whether the Seller is in breach of warranty) from any loss, damage, costs, expenses (including reasonable attorneys' fees), settlements, and judgments incurred by the Buyer or its Affiliates or anyone deriving their right to use the Goods from the Buyer or its Affiliates arising out of, or in connection with, any claim that the Goods infringe Intellectual Property Rights. The Buyer shall promptly notify the Seller of any such claim.

7.3. The Seller shall suitably package the Goods and deliver them (or engage a carriage company to do so) at the time and place specified in the Order. For any Goods that cross international borders for delivery, the Goods shall be sent Delivered Duty Paid (DDP) (INCOTERMS 2010). The Seller shall insure the Goods until delivery. Subject to clause 7.5 below, risk of loss shall pass from the Seller to the Buyer in accordance with the applicable INCOTERM and title shall pass at the same time, with the exception of deliveries from outside South Africa, when title shall pass upon leaving the territory of the country of origin.

7.4. In the event of late delivery, the Buyer may cancel this agreement with no obligation or liability to the Seller except as provided in clause 7.8 below, even if the Buyer has already received the Goods. Alternatively, the Buyer may allow the Seller additional time to make delivery, without waiving any right to damages against the Seller. The Buyer reserves the right to claim damages and interest from the Seller in the event of late delivery and in the event of any failure of the Seller to perform its obligations under this agreement that causes loss or expense to the Buyer.

7.5. The Buyer may refuse any Goods that the Seller delivers in excess of the quantity stated in this agreement within 14 (fourteen) days after their delivery.

7.6. Should the Buyer receive, or pay for, the Goods, this shall not, of itself, imply that:

7.6.1. the Buyer: (i) accepts the Goods; or (ii) waives any of its rights;

7.6.2. the Goods meet the Buyer's specifications or requirements; or

7.6.3. the Seller has complied with its obligations under clause 7.1 above.

7.7. If the Goods do not comply with the warranties in clause 7.1 above, the Buyer may (without limiting any of its other rights) reject the Goods in whole or in part, or require the Seller to replace or repair some or all of the Goods. The warranties in clause 7.1 above shall be valid for 24 (twenty-four) months from the date the Goods are delivered, save for the warranty in clause 7.2 above, which shall continue indefinitely. The Buyer is entitled to notify the Seller of a breach of the warranties at any time during the aforementioned 24-month period. The requirements of implied warranty of quality as contained in the Consumer Protection Act 69 of 2008 are, to the extent permissible in law, replaced by the foregoing contractual warranty.

7.8. If the Buyer cancels this agreement or rejects all or some of the Goods pursuant to these terms, the Buyer shall have no obligation to the Seller other than to allow the Seller to collect the rejected Goods at the time and place the Buyer specifies to the Seller. The Buyer may claim from the Seller reasonable storage and insurance expenses (if it incurs any) from the time that the Goods were received until the Seller collects the rejected Goods.

7.9. The Buyer shall have the continuing right to inspect the Seller's production facilities. If the Buyer determines that the quality of the Goods in the course of production does not meet the standards set by this agreement or if the Buyer reasonably determines that the Seller will not deliver the Goods on or before the date specified, the Buyer may cancel this agreement at any time in whole or in part, while retaining all rights against the Seller.

7.10. To the extent that the use, distribution, resale or advertising of the Goods involves the use of any Intellectual Property Rights of the Seller, its Auxiliary Persons, or the manufacturer of the Goods, the Seller grants the Buyer a worldwide, royalty-free, and irrevocable right for such use of such Intellectual Property Rights in the Goods, for the full term of Intellectual Property Rights protection.

7.11. The Buyer grants the Seller the right to use the Buyer Materials for the sole purpose of complying with the Seller's obligations under this agreement. Upon termination or expiry of this agreement, this right shall end, and the Seller shall return the Buyer Materials to the Buyer. The Seller shall not have any further rights to use any Intellectual Property Rights of the Buyer or any of its Affiliates.

8. **Provisions that apply for purchase of services (check also whether clause 9 below applies):**

8.1. Service standards:

8.1.1. The Seller shall provide the Services in a professional, workmanlike, and timely manner, using the level of skill, knowledge and judgment required, or reasonably expected, of suppliers of comparable services. The Seller warrants that the Services conform to all descriptions and specifications that the Seller has provided to the Buyer. The Seller shall give the Buyer oral and written progress reports, as the Buyer may request from time to time. In the event that the Seller is providing the Services on a time and materials basis, upon completion of the Services the Seller shall submit for the Buyer's acceptance a report specifying the number of hours worked and materials used. The Seller shall present Work Products in a form and manner acceptable to the Buyer.

8.1.2. In performing the Services, the Seller shall comply with:

8.1.2.1. applicable law;

8.1.2.2. all applicable safe working practices and requirements (including, if the Services are to be provided at a site of the Buyer or an Affiliate, in accordance with the Buyer's '*Environment, Health, Safety & Security Guidelines*' available at https://www.pmi.com/resources/docs/default-source/south-africa-files/environmental-health-and-safety-contractors-management-guideliness_march_2015.pdf?sfvrsn=c32387b5_4, as may be as varied or replaced from time to time and the contents of which of incorporated by reference herein); and

8.1.2.3. any policies and codes of business conduct that the Buyer notifies the Seller.

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

8.2. Intellectual Property Rights:

8.2.1. The Seller warrants that all Contract Materials shall be its original work (or that of its Auxiliary Persons). The Seller hereby (i) transfers, and shall procure that all its Auxiliary Persons transfer, to the Buyer, free of claims, all Intellectual Property Rights in Contract Materials from the moment of their creation; and (ii) waives, and shall procure that all its Auxiliary Persons waive, all moral rights relating to Contract Materials. The Buyer shall retain exclusive ownership of the Contract Materials and related Intellectual Property Rights after termination or expiry of this agreement. The Seller shall, and shall procure that its Auxiliary Persons shall, provide all assistance reasonably required to perfect the Buyer's rights under this clause, including executing a certificate of acknowledgement of the foregoing transfer and such other documents as the Buyer reasonably requests in order to register, establish, maintain, perfect, assert or defend any Intellectual Property Rights in the Work Product.

8.2.2. The law of some countries may not permit the foregoing transfer of Intellectual Property Rights. To the extent that is the case, the Seller hereby grants to the Buyer and its Affiliates, for the full term of Intellectual Property Rights protection, an exclusive, sub-licensable, worldwide, irrevocable, assignable, royalty-free licence to use, modify and add to the Contract Materials (and any proprietary rights or technology contained in or relating to them), and to combine such with other Materials, in each case to the extent necessary to allow the Buyer and its Affiliates to use, manufacture and develop the Work Product and to be able to fully benefit from the rights granted to it under this agreement.

8.2.3. The Seller hereby grants to the Buyer and its Affiliates, for the full term of Intellectual Property Rights protection, a non-exclusive, sub-licensable, worldwide, irrevocable, assignable, royalty-free license to use, modify and add to the Seller Materials (and any proprietary rights or technology contained in or relating to them), and to combine such with other Materials, in each case to the extent necessary to allow the Buyer and its Affiliates to use, manufacture and develop the Work Product and to be able to fully benefit from the rights granted to it under this agreement.

8.2.4. The Seller transfers, from the moment of delivery to the Buyer, title to all physical items that it delivers to the Buyer under this agreement.

8.2.5. The Seller acknowledges that the sums payable by the Buyer under this agreement are good, valuable and complete consideration for the vesting of ownership in the Buyer of the Contract Materials and the Intellectual Property Rights in them; the transfer of title in the physical items; and the granting of the licence to the Seller Materials.

8.2.6. The Buyer grants the Seller the right to use the Buyer Materials for the sole purpose of complying with the Seller's obligations under this agreement. Upon termination or expiry of this agreement, this right shall end, and the Seller shall return the Buyer Materials to the Buyer. The Seller shall not have any further rights to use any Intellectual Property Rights of the Buyer or any of its Affiliates.

8.2.7. The Seller shall not disclose to the Buyer confidential information of others. The Seller warrants that the Work Product (excluding Buyer Materials) does not infringe any Intellectual Property Rights of any third party. The Seller shall defend the Buyer and its Affiliates against any claims that the Work Product (excluding Buyer Materials) infringes any such rights, and shall indemnify them (irrespective of whether the Seller is in breach of warranty) from any loss, damage, costs, expenses (including reasonable attorneys' fees), settlements, and judgments incurred by the Buyer or its Affiliates or anyone deriving their right to use Work Product from the Buyer or its Affiliates arising out of, or in connection with, any claim that the Work Product infringes Intellectual Property Rights. The Buyer shall promptly notify the Seller of any such claim.

8.3. Termination:

8.3.1. In addition to its rights under applicable law, the Buyer shall have the right to terminate this agreement at any time by notice to the Seller for convenience with effect no less than 14 (fourteen) days following the notice.

8.3.2. Should the Buyer terminate this agreement by virtue of the above, it shall pay the Seller:

8.3.2.1. for terminating services to be performed on a 'time and materials' basis, the normal fees up to the effective date of termination; and

8.3.2.2. for terminating services to be performed on a 'fixed price' basis, an equitable sum to reflect the Seller's progress in, and reasonable investment towards, achieving the deliverables to which such fixed price services relate (but no more than the relevant fixed price fee).

8.4. Dispute resolution:

8.4.1. Should any dispute arise in connection with this agreement, the parties shall attempt to resolve it by following this process before submitting it for resolution in accordance with clause 6.8 above:

8.4.1.1. either party may require a meeting of senior management to resolve the dispute in informal discussions, to take place within 7 (seven) days of either party's request; and

8.4.1.2. if such meeting is unsuccessful, either party may require the other to enter into non-binding arbitration to attempt to settle the matter in accordance with the rules of the Arbitration Foundation of South Africa (AFSA). Unless the parties agree between themselves on the arbitrator within 14 (fourteen) days of the notice to start mediation, AFSA will nominate the arbitrator, and the arbitration will start not later than 30 (thirty) days after the nomination.

9. **Provisions that apply if the Seller Processes Buyer Data or accesses Buyer Information Systems:**

9.1. Information security:

9.1.1. Where this agreement involves either the Seller's:

9.1.1.1. accessing Buyer Information Systems otherwise than using, from the Buyer's (or Affiliate's) premises, hardware that the Buyer provides for that purpose; or

9.1.1.2. Processing Buyer Data otherwise than directly on Buyer Information Systems,

the Seller shall, and shall ensure that its Auxiliary Persons shall, comply with the Buyer's Information Security Schedule available at https://www.pmi.com/legal/legal-documents (the contents of which, as may be varied or replaced from time to time, are incorporated by reference herein).

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

9.2. Data protection:

Seller as Data Processor of Buyer Personal Data:

9.2.1. This clause 9.2.1 applies to all the Seller's Processing of Buyer Personal Data, save where the Seller Processes Buyer Personal Data as a Data Controller in accordance with clause 9.2.3 below.

9.2.1.1. The Buyer appoints the Seller as its Data Processor of the Buyer Personal Data.

9.2.1.2. The Seller shall Process Buyer Personal Data only:

9.2.1.2.1. on behalf of the Buyer (and not for itself);

9.2.1.2.2. for the purpose of providing the Services;

9.2.1.2.3. so far as necessary to provide the Services; and

9.2.1.2.4. in accordance with the Buyer's reasonable instructions from time to time.

9.2.1.3. Subject to clause 6.2 above, should the Seller appoint any subcontractors as further Data Processors on behalf of the Seller, the Seller shall engage them on terms that provide equivalent protections to those set out in this clause 9.2.

Data Transfers:

9.2.1.4. The Seller may not Process, nor permit any subcontractor to Process, Buyer Personal Data outside the Buyer's jurisdiction unless the Buyer gives its prior written consent to that Processing.

9.2.1.5. Where the Buyer permits any Processing outside the Buyer's jurisdiction on the, the Seller shall enter into and shall procure that any of the Seller's subcontractors (including the Seller's Affiliates as appropriate) who is to be a Data Processor under such transfer shall comply with the data protection laws applicable to the Processing of data outside the Buyer's jurisdiction.

9.2.1.6. The Seller shall not perform any further transfers of the Buyer Personal Data outside the Buyer's jurisdiction beyond the transfer permitted in accordance with paragraphs (d) and (e) without complying with the requirements of those paragraphs again in respect of such further transfers, and so on.

9.2.1.7. The Seller shall keep a list of the details of all transfers of Buyer Personal Data and shall allow the Buyer to review the list upon request.

Seller as either Data Processor or (to the extent permitted in clause 9.2.3 below) Data Controller of Buyer Personal Data:

9.2.2. This clause 9.2.2 applies both to the Seller's Processing Buyer Personal Data as a Data Processor, and (to the extent permitted in clause 9.2.3) to its Processing Buyer Personal Data as a Data Controller.

9.2.2.1. The Seller shall comply with applicable Data Protection Law in Processing Buyer Personal Data.

9.2.2.2. Each Party shall reasonably cooperate with, and assist, the other in respect of any:

9.2.2.2.1. threat to, or compromise of, the confidentiality, integrity or availability of Buyer Personal Data; and/or

9.2.2.2.2. 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 Buyer Personal Data;

9.2.2.3. The Seller shall:

9.2.2.3.1. notify the Buyer:

- within 24 hours if it becomes aware of an event identified in paragraph 9.2.2.2.1 above;
- within one working day if it receives any communication of the type set out in paragraph 9.2.2.2.2 above; and

9.2.2.3.2. not respond directly to any communication of the type set out in paragraph 9.2.2.2.2 above without the Buyer's permission.

9.2.2.4. The Seller shall implement and maintain appropriate (bearing in mind the nature of the data and of the Processing and the harm that may result from unauthorised Processing, the state of technology and its related cost) technical and organisational measures (including those referred to in clause 9.1 above) to keep the Buyer Data secure and to protect it from unauthorised use or access, accidental loss, damage, destruction, theft or disclosure.

9.2.2.5. The Seller shall disclose Buyer Personal Data only:

9.2.2.5.1. to its employees and permitted subcontractors; and

9.2.2.5.2. to the extent necessary to Process as permitted in this clause 9.2;

9.2.2.6. The Seller shall ensure that all its Seller Personnel who have access to Buyer Personal Data:

9.2.2.6.1. have undergone training in the law and practice of data protection; and

9.2.2.6.2. are bound by contractual obligations that provide equivalent protections in relation to Buyer Personal Data to those set out in this clause 9.2;

Seller as Data Controller of certain Buyer Personal Data:

9.2.3. The Seller may Process on its own behalf (as a Data Controller) Buyer Personal Data that comprises contact details of personnel of the Buyer or of its Affiliates only to the extent that the Seller needs to Process such data for the purpose of

9.2.3.1. exercising its legal rights; or

9.2.3.2. managing its commercial relationship with the Buyer and its Affiliates, provided this shall not include marketing to individual employees of the Buyer or its Affiliates, or of a supplier to any of them.

10. **Buyer as Data Controller of Personal Data relating to Seller:**

The Buyer and its Affiliates may Process on their own behalf (each as a Data Controller) certain Personal Data relating to the Seller and its Auxiliary Persons. For details, see the 'PMI Business Partner and Other Stakeholder Privacy Notice' available at https://www.pmiprivacy.com/global/en/ (as may be varied and/or replaced from time to time and the contents of which are incorporated by reference herein) .

11. **Definitions:**

"**Affiliate**"	means any entity which controls, is controlled by, or is under common control with, the relevant party; and "control" (and variants of it) means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise;
this "**Agreement**"	means the agreement formed by the Order and these terms;
"**Auxiliary Person**"	means any person working directly or indirectly for another (such as an employee (or equivalent), a subcontractor, or an employee (or equivalent) of a subcontractor, of the person concerned) or an officer, representative or adviser of that person;
"**Buyer**"	means the person identified as such (or similar, e.g. "Client", "Customer") on the Order;
"**Buyer Data**"	means data that either: • the Buyer, or a person acting on its behalf, provides to the Seller, or permits the Seller to access, in connection with this agreement; or • the Seller creates in providing the Services;
"**Buyer Information Systems**"	means information technology and communications systems, networks, services and solutions (including all hardware, software and documentation that either (a) form part of such systems and networks, or (b) are used in the provision of such services and solutions) that are either owned by the Buyer (or one of its Affiliates) or are reserved for its (or their) operation;
"**Buyer Materials**"	means all Materials that the Buyer delivers to the Seller in connection with this agreement;
"**Buyer Personal Data**"	means Personal Data that either: • the Buyer, or a person acting on its behalf, provides to the Seller, or permits the Seller to access, in connection with this agreement; or • the Seller creates in providing the Services.
"**Contract Materials**"	means all Materials that the Seller (either itself or through Auxiliary Persons) creates in the performance of this agreement;
"**Data Controller**"	means a person who, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
"**Data Processor**"	means a person who Processes Personal Data on behalf of a Data Controller;
"**Data Subject**"	means an identified or identifiable individual or legal entity. An "identifiable" individual or legal entity is one who can be identified, directly or indirectly, including by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;
"**Goods**"	means the goods that the Seller is to provide under the Order;
"**Intellectual Property Rights**"	means all rights in any country or jurisdiction in patents, inventions, trade secrets and other rights in know-how, copyrights (including any extensions or renewals), rights affording

	equivalent protection to copyright, rights in databases, registered designs, design rights, industrial designs and utility models, trademarks, trade names, business names, trade dress, logos, domain names and all registrations or applications to register any of the foregoing items;
"**Material**"	means any material, item or idea (for example: designs, components, products, concepts, sketches, drawings, specifications, documentation, photographs, plans, computer software, reports, surveys, training materials, recommendations, methodologies, techniques, processes, inventions and discoveries);
"**Order**"	means the document (for example, a purchase order / PO, contract information document) that incorporates these terms;
"**Personal Data**"	means any data that relates to a Data Subject;
to "**Process**"	(and 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, organising, storing, adapting or altering, retrieving, consulting, using, disclosing (by transmission, dissemination or otherwise making available), aligning or combining, blocking, erasing or destroying;
"**Seller**"	means the person identified as such (or similar, e.g. "Supplier", "Service Provider") on the Order;
"**Seller Materials**"	means all Materials that are not Contract Materials or Buyer Materials;
"**Services**"	means the services that the Seller is to provide under this agreement; and
"**Work Product**"	means all Materials that the Seller (itself or through Auxiliary Persons), in the performance of this agreement, creates or delivers to the Buyer.