

**1. Definitions**

In this Agreement, unless the context otherwise requires or unless otherwise specified the following words and expressions shall have the following meanings:

**Agreement** means this agreement made between the Supplier and FBD, all specifications, plans, drawings and other documents referred to in this agreement which may be or are agreed in writing by the Parties hereto to form part of this agreement.

**Business Day** means a day (other than Saturday or Sunday or public holiday) on which banks are open for normal banking business in any country in which FBD conducts business, and such other day or days as are agreed between the Parties from time to time.

**Central Bank** means the Central Bank of Ireland.

**Consumer Protection Code** means the Consumer Protection Code 2012 issued by the Central Bank.

**Data** means all data relating to FBD's customers and FBD's business held or processed by the Supplier or provided by FBD to the Supplier for processing as part of the Services.

**Data Protection Legislation** means any Data Protection Acts enacted by the Irish Legislator in support of EU regulations and directive as amended from time to time and any regulations or enactments made thereunder, GDPR (effective 25th May 2018), Directive 95/45/EU and any other EU regulations, directives, applicable written and notified decisions or guidelines on data protection or data privacy and applicable written guidance including but not limited to the Code of Practice on Data Protection for the Insurance Sector notified by the Data Protection Commissioner from time to time.

**Deliverable** means the items (other than Software) identified as such in the Purchase Order together with any other materials or items provided by or on behalf of the Supplier to FBD in the course of providing the Services.

**Disclosing Party** means, in relation to any Confidential Information, the party to whom such Confidential Information belongs.

**Distance Marketing Regulations** means the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004

**Duly Authorised Personnel** means a Party's staff and nominated third parties which include, inter alia, consultants and independent contractors which have been approved in advance by that Party's Representative.

**Euro or €** means the lawful currency for the time being of the participating member states of the European Union.

**FBD** means FBD INSURANCE PLC, having its registered office at FBD House, Bluebell, Dublin 12, Ireland, including its parent, affiliates, subsidiaries and associated undertakings.

**FBD Proprietary Software** means the software and related documentation: (a) owned by FBD prior to the Commencement Date which is used by the Supplier in connection with the Services; or (b) of which FBD acquires ownership after the Commencement Date or is developed by or on behalf of FBD after the Commencement Date, and used by the Supplier in connection with the Services

**Fees** means the fees payable by FBD to the Supplier in respect of the Goods, Services or Software provided under this Agreement.

**F&P Standards** means the Central Bank's Fitness and Probity Standards 2011.

**Goods** means any (or all) of the Goods specified in the Purchase Order.

**IMD Regulations** means the European Communities (Insurance Mediation) Regulations, 2005 (or the equivalent legislation in the UK that transposed the Insurance Mediation Directive 2002/92/EC).

**Intellectual Property Rights** has the meaning assigned to it in Clause 8.

**Licence** means the licence to use the Software and Documentation granted pursuant to clause 15.

**Minimum Competency Code** means the Minimum Competency Code 2011 issued by the Central Bank.

**Personal Data** means any and all personal data in respect of which FBD is a data controller and which will be processed by the Supplier in connection with this Agreement where personal data, process and data controller have the meanings given to them by the Data Protection Legislation;

**Purchase Order** means FBD's Purchase Order issued to the Supplier setting out FBD's requirements for Goods, Services or Software.

**Receiving Party** means that party to whom the Confidential Information of the other party may be learnt, developed or otherwise acquired pursuant to or in connection with this Agreement

**Services** mean those services to be provided hereunder by the Supplier and which will be performed and delivered in accordance with this Agreement.

**Software** means the software, the Intellectual Property Rights in which are owned by the Supplier or a third party licensor and licensed to FBD, pursuant to the Licence (including all Modifications thereto made pursuant to this Agreement, all New Versions and Upgrades).

**Specification** means the written specification for the Goods, Services or Software that is supplied by FBD to the Supplier or supplied by the Supplier and agreed in writing by FBD.

**Staff** means any employee, consultant, contractor, servant or agent of the Supplier assigned by the Supplier at its discretion to perform or provide the Services.

**Supplier** means the person, company or legal entity to whom the Purchase Order is addressed.

**System** means all computer systems (including hardware and software) of FBD, along with all other FBD-controlled communications networks, including terminal equipment, as such systems and networks may presently exist and as they may evolve and all equipment of FBD, all methods, formulae, techniques, processes, systems, material, programs and documentation devised, designed or prepared by or on behalf of FBD, for the purpose of or in connection with FBD's operations.

**2. Application of Terms & Conditions**

2.1 The Purchase Order constitutes an offer by FBD to purchase the Goods, Services or Software specified therein in accordance with these Terms and Conditions. The Purchase Order and these Terms and Conditions shall be deemed to be accepted by the Supplier on the earlier of: (a) the Supplier accepting the Purchase Order; or (b) the Supplier doing any action consistent with fulfilling the Purchase Order, at which point the Agreement shall come into existence.

2.2 These Terms and Conditions and other information appearing on the Purchase Order shall apply to the purchase by FBD from the Supplier of all Goods, Services or Software set out on the Purchase Order to the exclusion of all/any other terms and conditions contained or referred to in any acknowledgement or acceptance of Purchase Order, specification, letter, invoice or other communication sent by the supplier to FBD. However, the Terms and Conditions in any separately negotiated and signed written contract entered into by the parties in respect of the Goods, Services or Software identified in the Purchase Order shall overrule these Terms and Conditions.

**3. Fees, Invoicing & Payment Terms**

3.1 The Fee for the Goods, Services or Software shall be the price set out in the Purchase Order. The price is exclusive of VAT and the costs of all packaging and other related charges, delivery (to include loading and unloading) and insurance. The price shall be

payable in Euro unless otherwise stated on the Purchase Order. In the event that the price is not stated on the Purchase Order, the Supplier shall use the quoted/tendered price/rates.

- 3.2 Upon receipt and acceptance of the Goods, Service or Software by FBD, the Supplier shall invoice FBD for payment. The correct Purchase Order number must be quoted on all invoices and FBD will accept no responsibility whatsoever for delays associated with invoices, delivery notes or other communications which do not quote the relevant Purchase Order numbers. FBD requires invoices to be submitted electronically via e-mail to the address from which the Purchase Order was received. If FBD accedes that the Supplier is not required to issue invoices electronically, the supplier shall send invoices in paper format, to: FBD House, Bluebell, Dublin 12, Ireland (or to such address as designated on the Purchase Order) for the attention of the Supplier's point of contact. FBD shall not be liable for the Supplier's postage costs.
- 3.3 FBD shall pay the Supplier within thirty (30) days or within any other such time period as stated on the Purchase Order. The thirty (30) days or other such time period shall commence on the on the date that that FBD receives a correct and error-free invoice.
- 3.4 In the event that FBD reasonably considers that any invoice submitted by the Supplier is defective or relates to Goods, Services or Software supplied or performed otherwise than in accordance with Supplier's obligations under the Agreement, FBD shall be entitled to withhold payment of the disputed amount (without prejudice to any other rights or remedies it may have) pending resolution of the dispute between the parties (each acting in good faith). Any payment for an undisputed bona fide invoice not received within thirty (30) days of receipt of said invoice shall be subject to an interest charge of 1% per annum above the European Central Bank base rate on that date.

#### **4. Specification**

- 4.1 The description and quantity of the Goods, Services or Software provided shall be as outlined in the specification.
- 4.2 Any Specifications supplied by FBD to the Supplier in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specifications, shall be the exclusive property of FBD.
- 4.3 The Supplier shall not disclose to any third party or use any such Specifications outlined by FBD except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.
- 4.4 The Supplier shall comply with all applicable regulations or other legal requirements concerning waste management, manufacture, standards, testing, marking, labelling, packaging, packing and delivery of Goods, Services or Software.
- 4.5 Any specifications, documents, information, designs, models, drawings and other items produced or developed by the Supplier specifically for FBD in connection with Goods, Services or Software, together with the copyright, design rights or any other intellectual property rights therein, shall be the exclusive property of FBD.
- 4.6 The Supplier shall provide all training materials, aids and manuals that are necessary to successfully operate the Goods, Services or Software.

#### **5. Warranties**

- 5.1 The Supplier warrants to FBD that: (a) the Supplier has the right to and shall supply all goods free from any charges, liens or other encumbrances; (b) all goods shall correspond strictly with description and other specification supplied or made known to the Supplier and with any sample, shall be in every respect fit for the purpose for which FBD has expressly or by implication made known that it requires; (c) the goods will be free from defects in design, material, workmanship and performance; (d) all goods and the performance of any services shall comply with all current and applicable Irish and EC legislation, regulations or other legal requirements; (e) all services will be performed by appropriately

qualified and trained personnel, with due care and diligence and to such highest standards of quality prevailing in the Supplier's industry and all necessary licences, work permits or other authorisations have been obtained.

- 5.2 In the event that any Goods, Service or Software does not comply with any of the warranties in Clause 5.1, and without prejudice to any other remedy available, FBD shall be entitled at any time during the period of two (2) years following the date of delivery and at its sole discretion to require the Supplier, at the Supplier's expense, to repair or replace within fourteen (14) days or such other period as is specified, any such Goods, Service or Software and to reimburse FBD with all associated costs and damages incurred.
- 5.3 In the event that the Supplier fails to repair or replace the Goods, Service or Software within fourteen (14) days (or such other period as is specified by the Purchaser), FBD shall have the right to purchase replacement Goods, Services or Software Material from another source, the cost of which shall be borne by the Supplier.
- 5.4 The Supplier shall indemnify FBD in full against all liability, loss, damages, costs and expenses (including legal expenses and consequential or economic loss) suffered by or incurred as a result of or in connection with: (a) breach of any warranty given by the Supplier in relation to Goods, Services or Software; (b) any claim that the goods or services infringe, or their importation, use, performance or resale, infringes the patent, copyright, database right, design right, trade mark or other intellectual property right of any other person; (c) any liability under the Consumer Protection Act 2007; and (d) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying the Goods, Service or Software.

#### **6. Provision of Services**

- 6.1 In providing, performing and delivering the Services to FBD in accordance with this Agreement, the Supplier shall at all times comply with all applicable laws and regulations and all relevant codes, requirements and standards issued by any relevant competent regulatory or governmental authority from time to time. In particular and without prejudice to the generality of the foregoing, the Supplier shall comply with, inter alia, the Consumer Protection Code, the Data Protection Legislation, the Distance Marketing Regulations, the F&P Standards, the IMD Regulations and the Minimum Competency Code in providing, performing and delivering the Services under this Agreement.
- 6.2 The Supplier shall do all things necessary to assist FBD to comply with its obligations under all applicable laws and regulations and all relevant codes, requirements and standards issued by any relevant competent regulatory or governmental authority from time to time which shall include any changes in or introduction of mandatory legislation or other mandatory regulatory requirement or of any generally accepted interpretation of any mandatory legal, fiscal or regulatory requirement which shall occur after the Commencement Date and which become applicable to the business of FBD in respect of which the Supplier provides the Services.
- 6.3 The Supplier will, with the prior agreement of FBD, be responsible for planning and effecting the provision, performance and delivery of the Services in accordance with this Agreement. The Services shall be provided, performed and delivered by the Supplier and its Staff and shall be coordinated through the appropriate personnel of FBD in accordance with the parameters agreed between the Parties from time to time.
- 6.4 The Supplier will be responsible for providing adequately and appropriately trained and competent Staff necessary or appropriate to perform its and their respective obligations under this Agreement and if FBD is not happy with the skill, expertise or performance of any of the Staff engaged in the performance of the Supplier's obligations under this Agreement, the Supplier shall remove the relevant Staff member from the performance of the Supplier's obligations under this Agreement and replace that staff member with another staff member possessing the necessary skill and expertise.

- 6.5 The Supplier hereby warrants and undertakes that it shall; (a) provide the Services to FBD exercising due and reasonable care and skill under and in accordance with this Agreement; (b) ensure that the Services are performed by persons possessing suitable skills and experience and which meets with the requirements of the Minimum Competency Code and F&P Standards; (c) ensure that Staff are adequately and appropriately trained to carry out the Services; and (d) ensure that there are sufficient Staff to carry out the Services.
- 6.6 Where FBD fails to provide the Services in accordance with this Agreement, it shall immediately upon becoming aware of such failure advise FBD of the reasons for such failure and its proposals as to how it will ensure that such failure is brought to an end as soon as practicable.
- 6.7 The Supplier shall thereupon use all reasonable endeavours to remedy any such failure (where capable of remedy) to include; (a) investigating the causes of the problem and discussing investigation results with FBD; (b) making proposals to FBD as to how such failure should be resolved (which may include some form of service credit or equivalent arrangements); (c) resolving the problem and its underlying cause; and (d) advising FBD of the status of all remedial efforts.
- 6.8 Where such proposals are not reasonably acceptable to FBD, FBD shall be entitled to request the Supplier to prepare additional, alternative or amended proposals and/or FBD shall be entitled to make counter-proposals to the Supplier.
- 6.9 The Supplier will only make suspensions or interruptions to the Services during the hours of business upon reasonable prior notice to FBD and only with the prior agreement of FBD (such agreement not to be unreasonably withheld or delayed) and when in the reasonable opinion of the Supplier they are necessary to improve or maintain the Services. Any such suspensions or interruptions shall be scheduled so as to have the minimum impact on the Services.
- 6.10 Notwithstanding any other provision of this Agreement, the Supplier shall promptly notify FBD upon becoming aware of; (a) any violation by the Supplier of any applicable laws, regulations, guidelines, orders, judgments or decrees promulgated by any regulatory, administrative or judicial authority that relates to the performance of the Services or which may have a material adverse effect on its ability to fulfil its duties and obligations under this Agreement; (b) the commencement of any litigation or any regulatory, administrative or judicial proceeding or investigation adverse to the Supplier that relates to the performance of the Services or which may have a material adverse effect on its ability to fulfil its duties and obligations under this Agreement; (c) any breach or violation by the Supplier or any provision of this Agreement; or (d) any other event relating to the Supplier which may have a material adverse effect on its ability to perform the Services or fulfil its duties and obligations under this Agreement, as the case may be.

## **7. Delivery & Acceptance**

- 7.1 The date of delivery/provision of the Goods, Service or Software shall be as specified on the Purchase Order unless otherwise agreed in writing between FBD and the Supplier. The Supplier shall immediately give notice to FBD in the event of any likely delay in delivery.
- 7.2 If the Supplier is late with any delivery/provision of Goods, Services or Software, FBD shall have the right to cancel the Purchase Order at any time before delivery/provision of the Goods, Services or Software is effected.
- 7.3 The Supplier shall comply with all applicable regulations or other legal requirements concerning the packaging, packing and delivery of Goods, Services and Software as relevant.
- 7.4 The cost of delivery shall be borne by the Supplier and delivery shall only occur during normal business opening hours unless agreed otherwise.
- 7.5 Following delivery and unpacking, the Supplier shall, if so requested by FBD, collect and remove the discarded packaging.

- 7.6 The Supplier shall afford FBD or its agents every facility for inspection of Goods and of any raw or finished materials or work before, during and after manufacture. FBD shall be entitled to reject any goods, materials or work which do not comply with the standard required or the terms expressed or implied in the Purchase Order or Tender Documentation as to the required specification. FBD shall remain entitled to reject any goods, materials or work upon delivery or within a reasonable time thereafter, and goods or materials so rejected will be returned at the Supplier's expense and risk. FBD shall not be deemed to have accepted the goods until it has had a reasonable opportunity to inspect the goods following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent.

## **8. Intellectual Property Rights**

- 8.1 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in and belong exclusively to that Party. Nothing in this Agreement shall be taken to be a transfer or assignment of or an agreement to transfer or assign any of FBD's Intellectual Property Rights to the Supplier.
- 8.2 In its provision, performance and delivery of the Goods, Services or Software, the Supplier shall use FBD Proprietary Software as may be required to provide the Goods, Service or Software. The FBD Proprietary Software shall be and shall remain the exclusive property of FBD and the Supplier shall have no rights or interests in the FBD Proprietary Software except as described in this Clause 8.
- 8.3 FBD will grant the Supplier limited reasonable access and interfacing to FBD Systems for the sole purpose of allowing the Supplier access to information necessary to perform its obligations under this Agreement. All such information obtained by the Supplier from FBD System(s) shall be the property and Confidential Information (as defined in this Agreement) of FBD.
- 8.4 FBD hereby grants to the Supplier a limited, non-exclusive and non-transferable right and licence for the duration of this Agreement to copy, distribute, transmit, display, perform, create derivative works, and otherwise use FBD's trademarks, trade names, service marks and logos, copyright material in emails provided by FBD and other intellectual property specifically designated by FBD, solely for the purpose of rendering the Goods, Service or Software.
- 8.5 The Supplier acknowledges and agrees that its use of the "FBD" brand and the brand of any third party partner that may be used in connection with an FBD policy requires the express, prior written permission of FBD and that the use of the third party brand by the Supplier must always be in strict compliance with any terms agreed between FBD and the third party which may require express, prior, written permission by the third party of each use of the brand and logo.
- 8.6 The Parties acknowledge and agree that any and all of the Intellectual Property Rights in the Data and in the Systems and in the FBD Proprietary Software shall rest in and shall be the sole property of FBD and the Supplier shall not during or at any time after the completion, expiry or termination of this Agreement in any way, question or dispute the ownership by FBD thereof.
- 8.7 The Parties acknowledge and agree that that the Systems and all Intellectual Property Rights contained therein are the valuable property of FBD. The Supplier acknowledges and agrees that any material violation of any restriction on the disclosure, use or exploitation of the Systems or the Intellectual Property Rights contained therein would cause FBD irreparable injury for which no adequate remedy exists at law, and shall entitle FBD to preliminary and other injunctive relief, in addition to whatever other rights and remedies FBD may have.
- 8.8 The Parties acknowledge and agree that the Data and all Intellectual Property Rights contained therein are the valuable property of FBD. The Supplier acknowledges and agrees that any material violation of any restriction on the disclosure, use or exploitation of the Data or the Intellectual Property Rights contained therein would cause FBD irreparable injury for which no adequate remedy exists at law, and shall entitle FBD to



preliminary and other injunctive relief, in addition to whatever other rights and remedies FBD may have.

8.9 The Supplier shall fully indemnify and hold harmless and shall keep indemnified and held harmless FBD, its directors, officers and employees from and against any and all liabilities, losses, damages, claims, fines, sanctions, taxes, costs and expenses including, without limitation, legal fees suffered or incurred by FBD, its directors, officers and employees arising out of or in connection with a breach by The Supplier of this Clause 7 or of FBD's Intellectual Property Rights as set out in this Clause 7.

## **9. Confidentiality**

9.1 Subject to Clause 9.2 below, each Party shall at all times during the continuance of this Agreement and after its termination keep and procure that it shall keep all information (written or oral) and whether or not such information is expressly stated to be confidential or marked as such relating to the other Party, its customers or trade secrets of which it is or shall become possessed or aware or concerning the other Party's techniques, technical know-how, technical data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer lists, pricing policies, operational methods, financial information, marketing information, business dealings or affairs ("Confidential Information") disclosed or made available or otherwise made known to it, confidential and shall; (a) not without the other Party's prior written consent disclose the Confidential Information in whole or in part to any other person save those of its Duly Authorised Personnel or professional advisers involved in the provision or receipt of the Services and who have a need to know the same; and (b) use the Confidential Information solely in connection with the provision or receipt of the Services and not for its own benefit or the benefit of any third party.

9.2 The provisions of Clause 9.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is trivial or obvious, already in the other's possession on the date of its disclosure, in the public domain other than as a result of a breach of this Clause, required by law or regulation by any fiscal or regulatory authority or stock exchange, independently developed by that Party or lawfully received from a third party, instructed to disclose such information by a competent court of law or disclosure made to auditors for the purposes of performing their audit function or to lawyers for the purposes of advising the other party.

9.3 In the event of unauthorised disclosure or use of Confidential Information, the Receiving Party shall use all reasonable endeavours to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information, including, inter alia, the entering into of appropriate Confidentiality Agreements.

9.4 For the purposes of the Supplier's undertaking under Clause 9.1 above, the Confidential Information shall be deemed to include all Data of FBD on the System and/or under the care and control of the Supplier, all information relating to the FBD Proprietary Software, the System or to the technological, business or technical manner in which the System operates including but not limited to documents, drawings, diagrams, models and software.

9.5 The Supplier hereby undertakes to the other to make all relevant employees, consultants, agents and independent contractors aware of the confidentiality of the Confidential Information and the provisions of this Clause 8 and without limitation to the foregoing to take all reasonable steps as shall from time to time be necessary to ensure compliance by its employees, consultants, agents and independent contractors with the provisions of this Clause 9.

9.6 For the avoidance of doubt, the term "Confidential Information" shall include and extend to all information referred to in Clause 9.1 that a Party shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement.

9.7 The Supplier shall fully indemnify and hold harmless and shall keep indemnified and held harmless FBD, its directors, officers

and employees from and against any and all liabilities, losses, damages, claims, fines, sanctions, taxes, costs and expenses including, without limitation, legal fees suffered or incurred by FBD, its directors, officers and employees arising out of or in connection with a breach by the Supplier of this Clause 9 or its duty of confidentiality hereunder.

## **10. Force Majeure**

10.1 Neither party shall be liable for, nor be deemed to be in default of the Agreement, on account of any delay in completion or the performance of any other act under the Agreement due to circumstances which are beyond the party's reasonable control ("Force Majeure"), provided that the party claiming hereunder shall notify the other as soon as possible specifying the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance.

10.2 If the performance by either party of any of its obligations under the Agreement is prevented or delayed by Force Majeure: (a) for a consecutive period in excess of 5 working days, the parties shall enter into discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable in the circumstances; and (b) for a period in excess of 30 days cumulatively or consecutively, then the other party shall in its discretion have the right to immediately terminate the Agreement upon written notice.

10.3 In the event of Force Majeure arising, FBD reserves the right cancel any deliveries of Goods, Services or Software which in FBD's opinion cannot be made within a reasonable time after the due date without incurring any liability on the part of FBD.

## **11. Governing Law**

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland.

11.2 Each Party hereby agrees that the courts of the Republic of Ireland shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement, and for such purposes each Party hereby irrevocably submits to the jurisdiction of such courts.

## **12. Data Protection**

12.1 The Supplier shall comply with all Data Protection Legislation including maintaining any valid and up-to-date registration or notification required under Data Protection Legislation.

12.2 The Supplier shall only process Personal Data: (a) for the purpose of providing Goods, Services, Software or Deliverables to FBD; or (b) as otherwise expressly authorised by FBD.

12.3 The Supplier shall not process, transfer or permit access to the Personal Data outside the European Economic Area or by third parties without the prior written consent of FBD and in compliance with all Data Protection Legislation.

12.4 The Supplier shall implement appropriate technical and organisational measures to protect Personal Data against unlawful or unauthorised processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data. Such measures shall be appropriate to the harm that might result and the nature of the Personal Data to be protected and shall include encrypting all Personal Data stored or processed on all digital or electronic portable storage devices and take into account any specific requirements imposed by Data Protection Legislation.

12.5 If the Supplier becomes aware of a breach of this Clause 9 or any breach of any security measure relating to FBD Personal Data or of any unauthorised access to, loss or destruction of FBD Personal Data, the Supplier will promptly: (a) notify FBD of such breach within 24 hours; (b) identify the cause of the breach; (c) use reasonable endeavours to remedy any breach and its consequences; (d) use reasonable endeavours to prevent the breach from re-occurring; (e) provide a report to FBD detailing the cause of and procedure for correcting the breach of security; and

provide all reasonable assistance to FBD in taking any actions deemed necessary or appropriate to deal with any breach.

12.6 FBD warrants that it has all necessary consents and authorisation for the Supplier to process the FBD Personal Data. FBD further warrants that the FBD Personal Data has been obtained and is being processed in accordance with Data Protection Legislation.

12.7 The Supplier shall maintain a record of all categories of processing activities it undertakes under this Agreement in relation to FBD Personal Data in accordance with Article 30 of the General Data Protection Regulation, and promptly (and at least within 7 Business Days) provide a copy of such record(s) to FBD for inspection if requested to do by FBD;

12.8 The Supplier shall promptly notify FBD if the data subject of any Personal Data makes a written request to have access to Personal Data or any complaint or request relating to FBD's obligations under Data Protection Legislation. The Supplier shall provide full cooperation and assistance to FBD in relation to any such request, complaint or non-compliance with the Data Protection Legislation.

12.9 The Supplier shall not subcontract the processing of any Personal Data on to any third party save to the extent FBD provides prior written consent, and the Supplier procures compliance by such third party with the Data Protection Legislation and with the terms of this Agreement. Notwithstanding such consent, the Supplier shall at all times remain liable for the acts or omissions of its subcontractors as though they were the Supplier's own acts or omissions.

12.10 The Supplier agrees to indemnify and keep indemnified FBD against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any direct or indirect, or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with any action in relation to a breach by the Supplier of this clause 12.

### **13. Compliance**

13.1 The Supplier shall comply with all requirements or obligations of any statute, statutory instrument, rule, order, regulation, directive and/or bylaws laid down by legislation, Government departments and/or EU bodies dealing with and relating to the delivery/provision of the Goods, Service, Software or Deliverable.

13.2 The Supplier shall indemnify and hold harmless FBD in the event of any claims, losses, costs, damages, expenses, fines and/or penalties arising from the failure by the Supplier, its employees, sub-contractors, agents or representatives to comply with the provisions of this Clause 13.

### **14. Insurance**

14.1 When on FBD premises, the Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons or property and the Supplier shall maintain such insurance policies as will protect FBD from said risks, including but not limited to the types and amounts of cover hereinafter set out: (a) public liability insurance with a limit of indemnity of not less than €6.5 million per claim or series of claims arising from one event and unlimited in the aggregate; (b) employer's liability insurance with a limit of indemnity of not less than €13 million per claim or series of claims arising from one event and unlimited in the aggregate.

14.2 In addition from the date of the Purchase Order until completion of Delivery, the Supplier is obliged to insure the Goods through product liability insurance with a limit of indemnity of not less than €6.5 million per claim or series of claims arising from one event, and to insure any asset, goods, materials of FBD located on the Supplier's premises at any time, against any loss, damage or destruction by any cause whatsoever.

### **15. Software License (where applicable)**

15.1 The Supplier grants to FBD a non-exclusive right to use any software supplied for such purposes as FBD may require and to sublicense the software to FBD's customers for the sole purpose

of accessing and using the FBD's services. FBD shall not make any copies or duplicates of the software without the Supplier's prior written consent save for backup purposes. FBD may permit third parties contracted to provide services to FBD to use the software to the extent reasonably necessary for the performance of such services.

### **16. Assignment**

16.1 The Supplier shall not be entitled to assign, transfer, and/or subcontract its rights and obligations arising under this Agreement without FBD's prior written consent. FBD shall have the right to assign any or all of its rights and obligations under this Agreement in whole or in part to any of its Affiliates or to the successor to the whole or a part of FBD's business, subject to such Affiliate or successor undertaking in writing to the Supplier that it will perform all FBD's obligations under this Agreement which are relevant to such assigned rights and/or obligations.

### **17. Requirements for Suppliers**

17.1 Unless otherwise required or prohibited by law, the Supplier warrants that in relation to the supply/provision of Goods, Services, Software or Deliverables under the Terms and Conditions of the Agreement: (a) it does not employ, engage or otherwise use any child labour; (b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work; (c) it provides a safe and healthy workplace, presenting no immediate hazards to its employees and emergency healthcare to its employees in the event of accidents or incidents at Supplier's workplace; (d) it does not discriminate against any employees on any ground (including race, religion, disability or gender); (e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace; (f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage (whichever is the higher), and provides each employee with all legally mandated benefits; (g) it complies with the laws on working hours and employment rights in the countries in which it operates; and (h) it is respectful of its employees right to join and form independent trade unions and freedom of association.

17.2 The Supplier agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by the Supplier when performing its obligations under the Agreement.

17.3 The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.

17.4 FBD reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter the Supplier's premises to monitor compliance by the Supplier of the warranties set out in Clause 16.1. The Supplier shall furnish FBD with any relevant documents requested by FBD in support of Clause 16.

### **18 General**

18.2 If any clause of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other clauses of the Terms and Conditions and the remainder of the clause in question shall not be affected thereby.