

General terms and conditions of purchase Pierre Fabre

These General Terms and Conditions of Purchase Supplier (hereafter called “GCP”) apply to all purchases of goods (e.g. merchandise, raw materials, products, articles, equipment, etc.) and/or provision of services and also to the related deliverables (e.g. analysis, design, report, etc.) (hereafter called the “Order”) placed with a physical individual or legal entity (hereafter called the “Supplier”) by the company of the PIERRE FABRE Group (hereafter called the “Company”) issuing the Order in the absence of a contract and under the following conditions:

- (i) when the Supplier has not provided its general conditions of sale within fifteen (15) working days of the Company's request to do so, whether or not the Supplier has specifically accepted the GCP; or
- (ii) when the Supplier has provided its general conditions of sale within fifteen (15) working days of the Company's request to do so. In this case, these GCP which will have been supplied by the Company will only apply if they are specifically accepted by the Supplier.

When they are implemented, only the GCP will govern the relationship between the Company and the Supplier, and no document issued by the Supplier may supplement or contradict the GCP. The Order comprises, without this list being restrictive: (i) the Purchase Order, (ii) the financial terms, (iii) the technical conditions, (iv) the Order specifications, (v) the quality agreement, (vi) the protocol and/or (vii) any attached document issued by the Company.

JUNE 2019



CONTENTS

1 Acceptance of the order	11 Confidentiality – Publication
2 Delivery	12 Cancellation – Termination
3 Late Delivery/performance Delay penalties	13 Responsibility – Insurance
4 Control – Conformity – Audit	14 Transfer – Subcontracting
5 Invoicing & payment	15 Force majeure
6 Transfer of ownership Transfer of risks	16 Personal data
7 Warranty	17 Undeclared work
8 Prices	18 Social and environmental responsibility
9 Taxes	19 Applicable law – Jurisdiction
10 Material & intellectual property	Annex A - GDPR Contractual Provisions



GENERAL TERMS AND CONDITIONS OF PURCHASE

1

Acceptance of the ORDER

The SUPPLIER must acknowledge receipt of the Order, by return mail, email and/or fax. The acknowledgement of receipt of the Order constitutes acceptance of the Order and a firm and final commitment on the part of the Supplier. In the absence of a specific acceptance, five (5) days after the Order has been sent, the Supplier will be considered to have accepted the Order without reservation.

2

Delivery

2.1. Delivery is understood: (i) for an asset, as the actual delivery of the asset to the address stated on the Order, and (ii) for a provision of services, as the final completion of the service, and if applicable together with the supply of deliverables and in general all items defined in the Order (hereafter collectively called the "Delivery").

2.2. If the Order concerns the purchase of goods, these must be shipped with all the necessary protection. Each package must comply with the Order requirements. The Delivery must be accompanied by a delivery note stating the Company's Order no., the tare weight of the packages, the gross weight, the quantity delivered and the quantity remaining to be delivered. Each Delivery of raw material will form a single homogeneous batch, unless otherwise specifically agreed with the Company.

2.3. A safety data sheet, complying with applicable legislation, will be supplied for hazardous substances.

2.4. The transport conditions are set out in special provisions in the Order. If not, the Supplier will handle the transport and insurance of the transported goods to the place(s) indicated by the Company. The choice of means of shipment and transporter must ensure that delivery times are adhered to and the qualities of the asset, the deliverable and in general all items of the Delivery are maintained.

3

Late delivery/performance - Delay penalties

Compliance with delivery dates is a major pre-condition for the Company's placing of the order. If delivery times are not respected, even for only part of the Order, the Company reserves the right, after a formal notice has remained disregarded for a period of four (4) days counted from its receipt by the Supplier or its first submission: (i) to apply delay penalties of five per cent (5%) of the Order amount per week of delay, without prejudice to the Company's entitlement to all other damages covering its entire loss, and/or (ii) to cancel by right the balance of the supplies remaining to be delivered or of the service remaining to be performed under the Order, and/or (iii) to procure the goods or have the service carried out by another supplier at the risk and additional cost of the Supplier. If, to limit the delay, the Delivery is made by a faster means of transport, its extra cost will be paid by the Supplier. All the sums due by the Supplier in respect of non-compliance with delivery times will be recovered by the Company by all legal means, and in particular by being offset against any sums the Company may owe the Supplier.

4

Control – Conformity – Audit

4.1. Delivery will only be final after quality and quantity control by the Company and the lifting of any reservations. If the Delivery or one of its stages does not conform to the Order, current regulations or the rules of good practice, the Company will be entitled, within thirty (30) days counted from the delivery or performance of the non-conforming stage, (i) to cancel the Order, or (ii) to obtain at the Supplier's cost the replacement of the non-conforming items with conforming merchandise, services and/or deliverables at no extra cost. The Company may sort the goods, or arrange for a third party to do so, at the Supplier's cost. The Supplier will pay for all the financial consequences resulting from damage of any kind caused to the Company, persons and/or goods and also the measures for the collection of the goods for whatever reason. The Supplier will pay all the costs of returning, storing, preserving and destroying non-conforming items and also the costs and expenses of checking that the Company's grievances are justified, even if, after a check by the Supplier, they are not proved to be justified. This check should be carried out by the Supplier within fifteen (15) calendar days after the Company's notification of its grievances.

4.2. Provided it gives reasonable advance notice, the Company may inspect the Supplier's installations during normal opening hours to assure itself of the conditions of preparation/performance of the Order.

GENERAL TERMS AND CONDITIONS OF PURCHASE

5

Invoicing and payment

The Delivery of the Order will entail the issue of an invoice. The form and content of the invoices issued by the Supplier must comply with legal requirements and the provisions of the Commercial Code and the General Tax Code. If an invoice is issued which does not comply with legal requirements or a provision of the above-mentioned Codes, the Company's payment obligation will be suspended until a new invoice is sent to it. Any invoice covering several Orders or not clearly stating the Company's Order no. or made out to another company which is not the company that issued the purchase Order will be returned to the Supplier. In such cases, the Company's payment obligation will be suspended until a new invoice is sent to it and the payment terms will only start to run from the time of issue of the amended invoice. All invoices should be sent in a single copy to the Company's billing address stated on the Order, and include the Supplier's bank details. Invoices should be issued in the currency stated on the purchase Order. All expenses incurred by the Supplier are payable by the latter. No deposit will be due when the Order is formally placed. All invoices will be paid by transfer within sixty (60) days from the date of issue of the invoice, unless otherwise specified by the Commercial Code. The Company may pay all sums due to the Supplier by offsetting them against sums owed by the Supplier to the Company. If the Supplier demands late payment penalties, these penalties may not exceed three times the legal interest rate. The lump sum in respect of collection may not exceed the lump sum established by decree.

6

Transfer of ownership - Transfer of risks

6.1. The transfer of ownership takes place (i) for goods on Delivery, and (ii) for a provision of a service or a deliverable, as and when it is carried out. No retention of ownership clause will be binding on the Company without the written acceptance of a properly authorised Company representative.

6.2. Risks are transferred in accordance with the provisions of the Order. This transfer does not discharge the Supplier from the obligation to inform the Company of all risks of occurrence of faults, incidents, nuisances after the Delivery, even those that may arise on handling, using or storing the items delivered under reasonable conditions bearing in mind the Company's knowledge.

7

Warranty

7.1. The Supplier guarantees that the Delivery, each of its stages and the items of which it consists comply with the Order in all respects and with relevant applicable regulations. The Supplier must remedy, fully and at its cost, all hidden defects, and in general all defects (i) in the performance of the Order, and (ii) in the Delivery, each of its stages and the items of which it consists. The Supplier must remedy the consequences that a hidden defect, and more generally any fault, (i) in the performance of the Order and (ii) of the Delivery, each of its stages and the items of which it consists, entail for the Company and/or for its customers, and will compensate the Company for any loss it may sustain as a result of the Supplier's failure to comply with any of its obligations. If the Supplier refuses and/or is unable to ensure the correct implementation of this clause, the Company reserves the right to have the necessary work carried out at the expense and risk of the Supplier or to apply the cancellation clause stated below, at its sole discretion.

7.2. The Supplier offers, at no additional cost, a technical warranty (e.g. parts, labour, etc.) for a minimum duration of twelve (12) months counted from Delivery.

8

Prices

Prices are understood to conform with the Incoterms used and the instructions in the Order. Prices include the transfer of industrial and/or intellectual property rights that may apply to the items of the Order, as stated in Article 10 below. The Supplier may not unilaterally change the price agreed with the Company.

9

Taxes

The Supplier undertakes to pay all current taxes imposed by national, EU and international authorities on the sums due in respect of the Order. However, in connection with an Order placed with a foreign Supplier, the Company and the Supplier will cooperate to obtain any reduced or favourable tax rate or treatment concerning the sums payable under the Order. Therefore, so that the Company may, if applicable, benefit from exemptions in respect of deduction at source laid down in tax agreements signed by France, the Supplier undertakes to send to the Company a declaration of tax residence and the forms required by the French tax administration, before payment of any invoice. Otherwise it will have to pay all the costs relating to deduction at source.

10

Material & intellectual property

10.1. If documents, equipment, tooling, trademarks, domain names, designs, templates, patents, tools, methods or software owned by the Company are used even partially in the performance of the Order, they remain the sole property of the Company.

10.2. The Supplier must ensure that the Delivery, each of its stages and the items of which it consists are delivered free of all third party rights or claims based on industrial property or other intellectual property.

10.3. The Supplier guarantees to the Company that the Delivery, each of its stages and the items of which it consists and also the use that may be recommended by the Supplier do not violate pre-existing third party industrial or intellectual property rights. Consequently the Supplier undertakes to cover the Company against any claim or action filed by the beneficiary of an intellectual or industrial property right at the time of performance or use of the Delivery, each of its stages or the items of which it consists, and to compensate the Company in respect of costs, convictions and damages for which it may be made responsible for whatever reason.

10.4. Any item (i) of the Order and/or (ii) of the Delivery and also each of its stages that may be the subject of industrial or intellectual property rights created for the requirements of the Order entails the transfer to the Company of all the industrial and/or intellectual property rights on the above items as and when they are made. The transfer covers all rights of reproduction, adaptation, utilisation, representation and translation of the work. This transfer is permitted for the duration of legal protection, and on an exclusive basis. The transfer extends to all countries and all domains.

10.5. Any document and/or medium and/or equipment (e.g. technical document, sketch, drawing, USB stick, samples, etc.) sent by the Company to the Supplier in connection with the performance of the Order and/or Delivery will remain the Company's property. The Supplier undertakes to return all the documents and also copies it has made or had made by third parties within eight (8) working days of the Delivery. Only items which the Supplier is required to keep in accordance with current laws and regulations may be kept.

10.6. The Supplier may not quote the Company's name nor reproduce its brands, logos, domain names, emblems or trade names in its technical or commercial documents and reference lists without first obtaining the Company's written permission.

10.7. The Supplier (i) acknowledges that it has no rights on the brands, names, logos or domain names of the Company, and (ii) undertakes not to take any measures that could create confusion.

10.8. Unless otherwise agreed in writing in advance, the Supplier undertakes not to prejudice, infringe or use, in any way, the medium, brands, names or logos of the Company (i) for promotional or commercial purposes, or (ii) for any institutional communication.

11

Confidentiality – Publication

11.1. The Supplier undertakes to maintain and respect the confidentiality of all the items to which it has access in connection with the performance of the Order and/or any item constituting the Delivery (hereafter called the “Confidential Information”). The Supplier undertakes to disclose the items sent by the Company only to the persons whose intervention is strictly necessary for the performance of the Order and/or the Delivery and will ensure that these persons are bound by a confidentiality obligation at least equivalent to that to which it is bound towards the Company. The Supplier undertakes to observe this obligation and ensure that it is observed for twenty (20) years after the Delivery.

11.2. The Supplier may not, in any way, use the Confidential Information, except in connection with the Order and the Delivery, without the Company's prior written permission.

11.3. The Supplier undertakes not to make any publication or communication, whether written, oral or by any other means and on any medium concerning the Confidential Information.

12

Cancellation – Termination

12.1. Any Order not yet executed by the Supplier may be fully or partially cancelled by the Company, provided it gives the Supplier notice eight (8) days in advance, and the Supplier may not seek any form of compensation. In particular this will be the case for economic or strategic reasons (e.g. commercial, financial, etc.).

12.2. If the Supplier defaults in its obligations and/or loses the administrative and/or statutory licences required for the preparation and performance of the Order, the Company reserves the right to cancel all or part of the Order, after a formal notice issued by registered letter with acknowledgement of receipt has been disregarded for fifteen (15) days, without it having to go through legal procedures and without the Supplier being able to seek any form of compensation.

12.3. In the case of safeguard, receivership or compulsory liquidation of the Supplier or any other debt restructuring procedure applicable in the Supplier's country to the Supplier, and subject to the applicable legal provisions, the Company reserves the right to cancel all or part of the Order, after a formal notice issued by registered letter with acknowledgement of receipt has remained disregarded for fifteen (15) days, without having to go through legal procedures and without the Supplier being able to seek any form of compensation.

12.4. The Company reserves the right to cancel all or part of the Order, after a formal notice issued by registered letter with acknowledgement of receipt has remained disregarded for fifteen (15) days, and without having to go through legal procedures, for economic or strategic reasons (e.g. commercial, financial, etc.).

12.5. If the Company loses the administrative and/or statutory licences required for the processing or resale of items of the Order, the Company may, by giving advance notice of eight (8) days, cancel the Order without the Supplier being able to seek any compensation whatsoever.

12.6. The Order is placed in accordance with the Supplier's situation in terms of fact and law. In the event of a change of status, situation of fact or law, or control of the Supplier, the Company reserves the right to cancel the order without prior notice and without the Supplier being able to seek payment of any compensation whatsoever.

12.7. Upon notification of cancellation or termination, the Supplier must return to the Company all the documents and media supplied by the latter for the performance of the Order and Delivery (cf. Art. 10.5) and, at the Company's request, provide all useful information to the Company or the third party it has appointed to continue the performance of the Order. In the case of early termination, the Supplier will be paid pro rata for the Order actually performed on the date of effect of the cancellation, provided that between the date of notification and the effective date of termination the Supplier does not incur excessive expenses in relation to and for the performance of the Order (e.g. putting goods into production, performance of services, etc.) and in general does not carry out any actions that would make the Company pay costs and expenses it would not have paid had the Order not been cancelled or terminated.

12.8. The provisions of this article do not affect the Company's right to claim damages.

12.9. The provisions of Articles 7, 10, 11, 13, 16, 17 and 19 of the GCP will continue to apply after the termination of the relationship for whatever reason.

13 Responsibility – Insurance

13.1. The Supplier is responsible for: (i) the correct performance of the Order, (ii) the correct performance of the Delivery and each of its stages, and the quality of the items of which it consists, (iii) honouring the established delivery times, and (iv) complying with current regulations. The Supplier alone is responsible for damage and/or direct and consequential loss of any kind that may be caused in any way to the Company, the Company's assets, the Company's employees, the Company's subcontractors and in general any third party. The Supplier undertakes to ensure that its staff and subcontractors comply with current safety rules on the Company's sites and that their conduct is beyond reproach.

13.2. The Supplier undertakes: (i) to arrange and keep in force the insurances required to cover its liability in relation to its activity and the Order, (ii) to adjust the insured sum in relation to the Order and the terms and conditions of these GCP, and (iii) to provide a certificate at the Company's first request, specifying the items of cover and the insured sums.

14 Transfer – Subcontracting

14.1. The Supplier alone is responsible towards the Company for the performance of the terms of the Order which it cannot cede or transfer to any third party, in full or in part, without the Company's prior written consent; the Supplier will guarantee that the said party will comply with the terms and condition of the Order and these GCP. In the case of an unauthorised cession or transfer, the Company may cancel the Contract without notice and without the Supplier being able to seek payment of any compensation whatsoever.

14.2. The Supplier undertakes to ensure that the Company approves in advance and in writing of every subcontractor it intends to call upon. The Supplier guarantees that the subcontractor will comply with the terms and conditions of the Order and these GCP. In the event of unauthorised subcontracting, the Company may cancel the Order without notice and without the Supplier being able to seek payment of any compensation whatsoever.

15 Force majeure

The Company and the Supplier are exempt from all obligations in all cases of force majeure. Any event that is unforeseeable, inevitable and beyond the control of the Company or the Supplier will be considered a case of force majeure. The party concerned must notify the other party within five (5) working days counted from the occurrence of the said event of the circumstances of the event, its duration and its foreseeable effects. The Company and the Supplier will be able to cancel the Order if the event persists for longer than sixty (60) days counted from the date of notification.

16 Personal data

The Company has adopted a Global Privacy Policy related to the personal data processing, which can be viewed at the following address: www.pierre-fabre.com.

The Supplier's personal data may be transmitted to all companies in the PIERRE FABRE Group for use in the context of their relations. Unless the Company has given its prior written consent, the Supplier shall not disclose the Company's personal data to third parties.

The Supplier shall strictly comply with all regulations related to data privacy protection, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and French Law No 2018-493 of 20 June 2018.

In the event that the Supplier acts as a subcontractor of the Company in the processing of personal data, the Supplier shall comply with and apply the provisions set out in the Appendix to these GCP.

Failure to comply with the terms and conditions of this article constitutes a serious breach by the Supplier and therefore a cause for automatic termination of the GCP and/or the Order and a cause for indemnification for the Company's entire loss.

17

Undeclared work

The Supplier undertakes to observe, and to ensure that any subcontractors observe, the provisions of the Labour Code, especially those relating to undeclared work. In this respect, the Supplier undertakes to give to the Company the documents required by Article D.8222-5 and following of the Labour Code, at the frequency laid down by this Code. If the provisions of this article are not complied with, the Company reserves the right to cancel the Order without notice and without the Supplier being able to seek any compensation whatsoever.

18

Ethical charter and the fight against corruption

In accordance with the commitments entered into by the Company in its Ethics Charter, which can be consulted at www.pierre-fabre.com, the Company expects its Suppliers to adopt ethical conduct in all circumstances, in particular in the field of human rights, working conditions and environmental protection, in particular through the application of applicable national and international laws. By entering into an agreement with the Company, the Supplier declares that he has read this Ethics Charter and declares that his activities are not contrary and/or incompatible with those of the PIERRE FABRE Group.

Thus, the Supplier shall comply with and ensure that its subcontractors and/or own suppliers comply with the following commitments:

- Do not employ children or use any other form of forced or compulsory labour;
- Ensure that there is no form of discrimination in the Supplier's company or towards its subcontractors and/or suppliers;
- Ensure that all its employees benefit from working conditions that respect health and safety in the workplace;
- Not to resort to any form of corruption, active or passive, direct or indirect, and more generally refraining from undertaking activities prohibited by laws and/or regulations, in particular French and European laws and/or regulations, aimed at preventing corruption and/or ensuring transparency in economic life;
- Respect the environment and reduce the negative impact that its company and/or its subcontractors could have on the environment.

In the event of non-compliance with any of the provisions of this article, the Company reserves the right to terminate these GCP and/or Order without the Supplier being entitled to claim any indemnification whatsoever.

19

Applicable law – Jurisdiction

The Order and these GCP are considered to be drawn up and interpreted in accordance with French law, without the rules of conflict of laws being applied, and to the exclusion of the United Nations convention on contracts of sale of goods dated 11 April 1980.

ANY DISPUTE ARISING IN CONNECTION WITH THE PERFORMANCE OR NON-FULFILMENT, THE TERMINATION AND/OR INTERPRETATION OF THIS CONTRACT OR ORIGINATING IN THE COMMERCIAL RELATIONS BETWEEN THE PARTIES OR THEIR DISCONTINUATION, WILL BE REFERRED TO THE PARIS COURTS, NOTWITHSTANDING MULTIPLE RESPONDENTS OR THIRD PARTY APPEALS. HOWEVER, IF THE PARTIES SO WISH, THEY MAY HAVE RECOURSE TO MEDIATION AS RECOMMENDED BY THE CHARTER OF GOOD PRACTICE BETWEEN ORDERERS AND SMES. IF IT IS DECIDED TO RESORT TO MEDIATION, THE COSTS OF MEDIATION SHALL BE MET IN EQUAL HALVES BY THE TWO PARTIES.

1 Data protection

In this Clause:

“**Agreement**” means each Order that is subject to the GCP;

“**Customer**” refers to the Pierre Fabre Company or Pierre Fabre Companies who is/are the contracting entity to the Agreement;

“**Pierre Fabre Company**” means any company within the Pierre Fabre Group (being the group of companies, including Pierre Fabre SA, for the time being the ultimate parent undertaking or successor thereto, from time to time) and “**Pierre Fabre Companies**” shall be construed accordingly;

“**Customer Data**” means any all data (including Personal Data which are Processed) of, owned by or relating to any Pierre Fabre Company which is generated by, supplied to, or is otherwise retained by, Supplier or a sub-contractor of the Supplier pursuant to or in connection with the Agreement.

“**Data Protection Laws**” means

- a) up until 25 May 2018, the EU Data Protection Directive 95/46/EC as implemented in the appropriate local territories of the European Union (“**Member States**”)
- b) on and from 25 May 2018, the General Data Protection Regulation (EU) 2016/679 («GDPR») (together with laws implementing or supplementing the GDPR in Member States, in each case, as amended and superseded from time to time), and/or other applicable data protection or national/federal or state/provincial/emirate privacy legislation in force, including where applicable, statutes, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any Supervisory Authority and other applicable authorities;

“**EEA**” means the European Economic Area;

“**Member State**” means a member state of the EU;

“**Standard Contractual Clauses**” means the ‘Standard Contractual Clauses (Processors)’ as laid down in the European Commission Decision 2010/87/EU of 5 February 2010 or any set of clauses approved by the European Commission which amends, replaces or supersedes these;

“**Supervisory Authority**» means: (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws; and

“**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process/Processing**” and “**Special Categories of Personal Data**” shall have the same meaning as in the Data Protection Laws;

- 1.1 Each party confirms that it holds, and during the term of the Agreement will maintain, all registrations and notifications required in terms of the Data Protection Laws which are appropriate to its performance of its obligations under the Agreement.
- 1.2 Each party confirms that, in the performance of the Agreement, it will comply with the Data Protection Laws.
- 1.3 In so far as the Supplier Processes any Personal Data on behalf of Customer, the Supplier shall:
 - 1.3.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance Customer’s documented instructions (whether in the Agreement or otherwise) unless Processing is required by EU or Member State law to which the Supplier is subject, in which case the Supplier shall, to the extent permitted by such law, inform Customer of that legal requirement before Processing that Personal Data;
 - 1.3.2 warrant the confidentiality of the Customer Data and shall not publish, disclose or divulge any of the Personal Data to any third party (including the Data Subject), unless directed to do so in writing by Customer;
 - 1.3.3 not authorise any sub-contractor to Process the Personal Data («sub-processor») other than with the prior written consent of Customer, which Customer may refuse in its absolute discretion, provided that in the case of each approved sub-processor, the Supplier shall:

ANNEX A – GDPR CONTRACTUAL PROVISIONS

- a) provide Customer with full details of the Processing to be undertaken by the relevant sub-processor;
- b) ensure that each sub-processor offers sufficient guarantees as those provided by Supplier under this Clause, and shall include terms in the contract between the Supplier and each sub-processor which are the same as those set out in this Annex A, Clause 1;
- c) insofar as that contract involves the transfer of Personal Data outside of the EEA, only transfer such Personal Data in accordance with clause 1.15 below; and
- d) remain fully liable to Customer for any failure by each sub-processor to fulfil its obligations in relation to the Processing of any Personal Data.

1.4 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall take all measures required pursuant to Article 32 GDPR. In assessing the appropriate level of security, the Supplier shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

1.5 The Supplier shall take reasonable steps to ensure the reliability of any employee or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary for the purposes set out in clause 1.3 in the context of that individual's duties to the Supplier, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

1.6 The Supplier shall promptly notify Customer if it receives a request from a Data Subject under any Data Protection Laws in respect of the Personal Data, including requests by a Data Subject to exercise rights in Chapter III of GDPR.

1.7 The Supplier shall co operate as requested by Customer to enable Customer to comply with its obligations of response to the exercise of such rights by a Data Subject and/or to comply with any assessment, enquiry, notice or investigation under any Data Protection Laws in respect of the Personal Data or the Agreement.

1.8 The Supplier shall notify Customer without undue delay, and in any case within 24 hours, upon becoming aware of or reasonably suspecting a Personal Data Breach providing Customer with sufficient information which allows Customer to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:

1.8.1 describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

1.8.2 communicate the name and contact details of the Supplier's relevant contact from whom information may be obtained;

1.8.3 describe the likely consequences of the Personal Data Breach; and

1.8.4 describe the measures taken or proposed to be taken to address the Personal Data Breach.

1.9 The Supplier shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach.

1.10 Without prejudice to Customer's general rights to audit under the Agreement and in addition to those rights, the Supplier will allow its data processing facilities, procedures and documentation to be submitted for scrutiny by Customer's auditors or Supervisory Authority in order to ascertain compliance with the Data Protection Laws and the terms of this Clause 1 of Annex A. The Supplier shall provide full co operation to Customer in respect of any such audit and shall at the request of Customer, provide Customer with evidence of compliance with its obligations under the Agreement. The Supplier shall immediately inform Customer if, in its opinion, an instruction pursuant to this clause 1.13 infringes the GDPR or other EU or Member State data protection provisions.

ANNEX A – GDPR CONTRACTUAL PROVISIONS

- 1.11** The Supplier shall provide reasonable assistance to Customer with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of Customer which are required under Article 36 GDPR, in each case solely in relation to Processing of the Personal Data by the Supplier on behalf of Customer and taking into account the nature of the Processing and information available to the Supplier.
- 1.12** The Supplier shall not (and shall procure that its sub-processors shall not) under any circumstances transfer Customer Data outside the EEA unless authorised in writing by Customer to do so. Where the Supplier (or its sub-processors) is authorised to Process Customer Data including Personal Data outside the EEA, the Standard Contractual Clauses (or such other mechanism as directed by Customer) shall be completed and entered into between Customer (or any other relevant Data Controller) and the Supplier (and, where applicable, any relevant sub-processor) before such export.
- 1.13** Subject to the requirements of any applicable exit plan, the Supplier shall cease Processing, as soon as reasonably practicable and in any event within 30 days, upon the termination or expiry of the Agreement (or, if sooner, the Service to which it relates) and as soon as possible thereafter, either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains and provide a certificate certifying such deletion.
- 1.14** This clause sets out the details required by article 28(3) GDPR as at the date of the Agreement. Customer reserves the right to amend this clause at any time during the term of the Agreement by written notice to the Supplier if necessary to comply with any legal requirement or guidance from a Supervisory Authority, or if required to take account of any changes to the Processing of Personal Data pursuant to the Agreement. The subject matter, and the purpose, of Processing under this Agreement is the provision of services set out herein and such Processing may take place throughout the period during which such Services are provided as set forth in the Order. The nature of the Processing shall be those Processing operations that are necessary to enable the Supplier to provide the Services, which may be more particularly described in the Agreement. This Processing shall be in relation to Customer Data and may include, without limitation, names, contact details, dates of birth, ID numbers, usernames, passwords and logon data. The obligations and rights of Customer, as Data Controller, are as set out in this clause and elsewhere in the Agreement.