

PURCHASE ORDER TERMS BETWEEN A SUPPLIER AND AMTRUST ("COMPANY")

1. AUTHORITY

The parties each warrant and represent that each respectively has the right to enter into this Agreement and to perform its respective duties and obligations under this Agreement and that the execution, delivery and performance of this Agreement do not, and will not, require the consent of a third party or violate the terms of any agreement to which such party is bound. Each party further warrants and represents that this Agreement has been executed by its duly authorized officer.

2. CONFIDENTIALITY

Except as required by law, or regulatory authority or by any court of competent jurisdiction both Parties will:

- a) keep Confidential Information secret and confidential and not disclose any of it or use it for any purposes other than those required or permitted by the Purpose;
- b) keep Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;
- c) ensure that all persons to whom Confidential Information is disclosed, are informed of the terms of this Agreement and observe the terms of this Agreement as if they were party hereto;

The Parties acknowledge the competitive value, confidential and proprietary nature of the Confidential Information and the possibility that damage could result to the disclosing Party if any such Confidential Information is disclosed or communicated directly or indirectly to any person otherwise than as permitted under this Agreement. Without prejudice to any other rights or remedies which the disclosing Party may have, the recipient acknowledges and agrees that damages may not be an adequate remedy for any breach by the recipient of the provisions of this Agreement and the disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach

Notwithstanding the termination or expiry of the Agreement for whatever reason the obligation and restrictions in this Clause shall be valid during the period of the Agreement and shall continue to be valid for a period of two years from the date of termination of the Agreement.

For the purposes of this Clause "Confidential Information" means information of a confidential nature disclosed by or on behalf of one party to the other and includes information relating to a party's technology, technical processes, know-how, business affairs, finances, customers and supplier lists.

3. DATA PROTECTION

- a) For the purpose of this Agreement, the Parties acknowledge that each are Data Controllers.
- b) Each Party shall comply with its obligations under the Data Protection Legislation when Processing Personnel Data.
- c) Both Parties shall at all times remain responsible for the acts and omissions of their respective personnel and sub-agents.
- d) Both Parties shall implement appropriate technical and organisational measures, pursuant to Article 32 of the GDPR, to ensure a level of security appropriate to the risk involved in this Agreement to:
 - i. protect all Personal Data from unauthorized use, alteration, access or disclosure, and loss, theft, and damage, and to protect and ensure the confidentiality, integrity and availability of Personal Data; and
 - ii. prevent a Security Breach.
- e) Both Parties shall keep accurate records of the Security measures that they have in place to protect Personal Data.
- f) Both Parties shall:
 - i. keep a record of any Personal Data Processing it carries out;
 - ii. notify the other Party promptly (but in any event within 24 hours) should it:

- iii. receive any Data Subject access request or complaint or any information notice, enforcement notice or other correspondence from a Regulator, individual or third party in respect of the other Party;
 - suffer a Security Breach relating to the other Party's data; and
 - become aware of any circumstance which may cause the other Party to breach this Data Protection clause, or which may cause the other Party to breach the Data Protection Legislation.

For the purposes of this Clause the following definitions have the following meanings: "Controller, Data Subject, Personal Data, Processor and Processing" shall have the respective meanings given to them in applicable Data Protection Legislation from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly);

"Data Protection Legislation" means all applicable data protection and privacy legislation, regulations and guidance including, without limitation:

- (i) Data Protection Act 1988 and (from 25 May 2018 onwards) Regulation (EU) 2016/679 ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations (all as amended, updated or re-enacted from time to time); any law based on or seeking to enact any such provisions in Ireland to the GDPR; and
- (ii) any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or Data Protection Commissioner from time to time (all as amended, updated or re-enacted from time to time).

"Security" means Service Provider's technological, physical, administrative, organisational and procedural safeguards, including, without limitation, policies, procedures, guidelines, practices, standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is, in whole or part, to: (a) protect the confidentiality, integrity or availability of AmTrust Personal Data, AmTrust Systems and Service Provider Systems; (b) prevent the unauthorised use of or unauthorised access to AmTrust Personal Data and Service Provider Systems; (c) prevent the loss, theft or damage of AmTrust Personal Data; (d) prevent a breach, damage or malicious infection of Service Provider Systems and AmTrust Systems; or (e) comply with Data Protection Legislation;

"Security Breach" means any actual, threatened, or reasonably suspected: (a) unauthorised use of, or unauthorised access to, Service Provider Systems, or AmTrust Systems used by or on behalf of the Service Provider; (b) damage to, or inability to access, AmTrust Personal Data or Service Provider Systems due to a malicious use, attack or exploit of such AmTrust Personal Data or Service Provider Systems; (c) unauthorised access to, theft of or loss of AmTrust Personal Data; (d) unauthorised use of AmTrust Personal Data for purposes of actual, reasonably suspected or attempted theft, fraud, identity theft or other misuse; (e) unauthorised disclosure of AmTrust Personal Data; or (f) breach of, or transmission of malicious code to, AmTrust Systems arising from, in whole or part, an act, error, or omission of Service Provider, or third parties acting on behalf of the Service Provider;

4. INTELLECTUAL PROPERTY

The Company owns all intellectual property rights in Company's data. The Supplier acknowledges that all intellectual property rights subsisting in the materials provided by the Company shall belong to the Company and that the Supplier will not obtain or gain any rights in the materials or any element of them by virtue of the Supplier's creation or use of them in connection with this Agreement or otherwise.

The Supplier warrants and represents that it owns and/or is licensed to use the intellectual property rights provided in connection with the Agreement and that their use by the Company for the purposes envisaged by this Agreement will not infringe any third party intellectual property rights.

5. **COMPLIANCE WITH LAWS**

The Supplier shall comply with all applicable laws, regulations and ordinances. The Supplier has and shall maintain in effect all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Agreement.

The Supplier shall not do, attempt or omit to do, anything which would require or result in or otherwise cause the Company to be in breach of laws or regulations. Should the Company consider, in its reasonable opinion, that any act or omission of the Supplier (whether as part of the services or otherwise) will or may place the Company in breach of any of the laws and/or the requirements of any regulatory agency, the Company shall be entitled, without liability to the Supplier, to take such action as it deems necessary to ensure that it continues to comply with all applicable laws.

6. **MODERN SLAVERY**

The Supplier undertakes, warrants and represents that:

- a) It has a zero tolerance policy with regard to slavery and human trafficking.
- b) It shall not force or coerce temporary workers to work against their will.
- c) It shall not threaten or subject workers to physical or mental mistreatment.
- d) It shall treat applicants and workers with dignity and respect.
- e) It shall raise any knowledge or suspicions of illegal or dubious activities regarding agents, temporary workers or colleagues to the Company.

7. **INSURANCE**

During the term of the Agreement and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

8. **INDEMNIFICATION**

The Supplier agrees to hold the Company harmless from, and indemnify it on demand for, any losses, liabilities, claims, proceedings, settlements, damages, costs, charges and expenses suffered or incurred by the Company arising out of or in connection with any breach by Supplier of the provisions in this Agreement.

9. **LIMITATION OF LIABILITY**

In no event shall Company's aggregate liability to the Supplier exceed the total payments actually received by Supplier. In no event shall the Company be liable for any special, incidental, indirect or consequential damages (including, but not limited to loss of use of premises, loss of business, lost profits, loss of computer data, documents, or information of any kind), however caused, even if Company is advised of the possibility of such damages.

Neither party limits its liability:

- a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- b) for fraud by it or its employees; and
- c) for any other act or omission, liability for which may not be limited under law;

10. **PAYMENT**

The Company shall pay all properly invoiced amounts due to Supplier within 30 days' of the Company's receipt of such invoice, except for any amounts disputed by the Company in good faith. In the event of a payment dispute, the Company shall deliver a written statement to the Supplier listing all disputed items and providing a reasonably detailed description of each disputed item. The Supplier shall continue performing its obligations under the order notwithstanding any such dispute.

11. **INTEREST**

The Company shall not pay interest or charges for late fees.

12. RIGHT TO AUDIT

The Supplier shall establish and maintain complete and accurate accounting records in connection with services provided, and such records shall be and shall remain the property of the Company. All records shall be maintained in accordance with prudent standards of record keeping for the provision of services and in compliance with all applicable laws and as required by the Company. For a period of seven years from the effective date of this Agreement, the Supplier shall at the Company's request have the records (or such part or parts of them as the Company requires) copied or electronically scanned (at the Company's option) and sent to the Company. After the expiry of the seven-year period the Supplier shall give notice to the Company if at any time it intends to destroy the records and shall then follow any instructions it receives from the Company for the destruction, storage or delivering up of the records or any of them.

The Company may itself and/or through its representatives, without any restriction or limitation (notwithstanding the termination of this Agreement), audit and/or examine all procedures of, and records held by, the Supplier pursuant to this Agreement on five business days prior notice. The Company and/or its representatives shall, at their own cost, have the right to take copies of any records that they reasonably require and the Supplier shall provide all necessary facilities cooperation and assistance to do so. The Supplier shall, at the Company's request, send the original records (or such part or parts of them as the Company requires) to the Company for examination.

After the termination of this Agreement the Supplier shall follow any instructions it receives from the Company for the destruction, storage or delivering up of the records or any of them.

13. RIGHT TO TERMINATE

The Company shall have the right to terminate the Agreement upon thirty (30) day's prior written notice.

The Company shall have the right to terminate immediately if the Supplier becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction.

The Company shall have the right to terminate immediately if the Supplier commits a breach of any provision of this Agreement or the services.

14. TERMINATION CHARGES

The Company shall not pay any fixed amount or liquidated damages upon termination of the Agreement.

15. EMPLOYEES

The Supplier shall indemnify and keep fully and effectively indemnified on demand the Company and each of its group companies against any claims, actions, proceedings, settlement and all loss, liability, damage, costs, charges and expenses suffered or incurred by such indemnified (and for the avoidance of doubt whether or not incurred as a result of an indemnity given by it to a successor service provider to the Supplier) which arise out of or in connection with:

- a) any claims by or in respect of employees of the Supplier, the Company or any group company of the Company or any successor service provider or any other persons in relation to any employment matter where such liability arises on termination of this Agreement (howsoever caused) or where such claims arise as a result of any breach of obligations (whether contractual, statutory, at common law or otherwise) or negligence of the Supplier or any of its employees, agents or subcontractors;
- b) the termination of employment of any employee by the Supplier, the Company or any of its group companies or any successor provider of the services which termination is made in connection with the transfer of any such employee under the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**").

16. DISPUTES RESOLUTION

Should there be a dispute between the parties concerning any matter arising out of, or in connection with, this Agreement, each of the parties shall each use all reasonable endeavours to settle the matter. Representatives of each of the parties shall meet within 20 business days of the matter being raised by either party. In the event that the dispute is not resolved by the parties within one month of such notice either party may pursue any remedy it may have under this Agreement or refer to the normal court process.

17. NOTICES

Every notice, request, demand, instruction, communication or other document (hereafter "Notice") shall be in writing and shall be deemed to be given if it is delivered by being delivered personally to the addressee or by being posted by first class mail (in which case it shall be deemed delivered 2 days after posting) and in either case addressed to the addressee at the address listed above.

18. ASSIGNMENT

The Agreement may not be assigned or otherwise transferred by the Supplier, nor may the Supplier delegate performance hereunder, except with the Company's prior written consent and subject to such additional terms as the Company may require. The Company may assign this Agreement to any of its affiliates or to its or their successors or assigns without any person's or entity's prior consent.

19. ENTIRE AGREEMENT

The Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to the Agreement shall be effective unless reduced to writing and executed by both parties.

20. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever, except as expressly set out in this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Company and the Supplier.

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

21. WAIVER

No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. SEVERABILITY

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

23. GOVERNING LAW

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).