



## AIB STANDARD TERMS OF PURCHASE

### 1. INTERPRETATION

1.1 In these Purchase Terms and any Agreement, the following terms shall have the following meanings:

**"Affiliates"** means in respect of a Party, any company which is a subsidiary or a holding (including ultimate holding) company of that Party, and any company which is a subsidiary of such holding company from time to time, (the terms subsidiary and holding company having the meanings given in the Companies Act 2014) and includes, in relation to AIB, AIB Group (UK) p.l.c. (trading as AIB in Northern Ireland and Allied Irish Bank (GB) in Great Britain) and EBS d.a.c;

**"Agreement"** means a contract between AIB and the Supplier for the supply of the Deliverables, comprised of these Purchase Terms and an Order;

**"AIB"** means Allied Irish Banks, p.l.c. or such other entity in whose name an Order is placed, as set out in an Order;

**"AIB Business Policies"** means policies, procedures, rules, standards and codes of conduct as notified by AIB to the Supplier from time to time, or of which the Supplier ought reasonably to have been aware, including, but not limited to, those regarding travel, health and safety, information security and conduct;

**"AIB Data"** means all data, information, text, drawings, statistics, analysis and other materials embodied in any form relating to AIB or any AIB Affiliate (and/or their respective customers) and which may be supplied by the Supplier, AIB or any AIB Affiliate and/or which the Supplier (and/or any of its sub-contractors) generates, collects, processes, stores or transmits in connection with the Agreement;

**"AIB Developments"** means all items created by or on behalf of the Supplier, its Affiliates or any third party, or any of their respective Service Personnel, pursuant to, or in connection with, an Agreement or arising from the performance of their obligations under any Agreement, and any updates and amendments of these items;

**"AIB IPR"** means any and all Intellectual Property Rights owned or licensed to AIB and/or its Affiliates;

**"Applicable EU Law"** means law of the European Union (or the law of one of the Member States of the European Union);

**"Applicable Laws"** means all laws, regulations, orders, by-laws, codes, standards, guidelines, decisions and opinions determined by any governmental or regulatory authority, which apply to any undertaking or circumstance relevant to the subject matter of this Agreement, including, but not limited to, the F&P Requirements, the Data Protection Acts 1988 to 2018 and UK Data Protection Act 2018 (each as amended or replaced from time to time), the GDPR and any other laws, regulations (EU or Irish statutory), directives, decisions or other guidelines relating to the protection of personal data, and any laws relating to the protection of the environment, the health and safety of employees and/or the public;

**"Business Day"** means Monday to Friday inclusive, excluding Irish bank and public holidays;

**"Business Hours"** means the hours of 9 am to 5 pm Irish time on a Business Day;

**"Change of Control"** means, in respect of any corporate body, any change in the entity or entities having Control of that corporate body;

**"Charges"** means the charges payable for the Deliverables, as set out in an Order;

**"Confidential Information"** means the terms of this Agreement and any information relating to the business affairs and/or activities of either Party (and in the case of AIB, includes AIB Data, information of AIB's Affiliates and any Personal Data disclosed by or on behalf of

AIB and/or its Affiliates) including, but not limited to, research, products, plans, services, customers, members, markets, ideas, software, inventions, processes, designs, marketing, financial or other information in whatever form, whether in writing or orally, visually or in any other medium;

**"Consents"** means all approvals, consents, licences, permissions and authorisations required from any government or similar body, Regulator or third party;

**"Control"** or **"Controlled"** means the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement or any other agreement;

**"Controller"**, **"Processor"**, **"Data Subject"**, **"Personal Data"**; **"Processing"** and **"Special Category Data"** shall have the same meanings as in the Data Protection Legislation and **"Processed"** and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

**"Data Protection Impact Assessment"** means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data;

**"Data Protection Incident"** means any incident resulting in Personal Data disclosed by AIB or any AIB Affiliate to the Supplier, or otherwise obtained or accessed by the Supplier, being subject to any actual or suspected accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;

**"Data Protection Legislation"** means:

(i) the Irish Data Protection Acts 1988 to 2018 and the UK Data Protection Act 2018;

(ii) the European Communities (Electronic Communications Networks & Services) (Privacy & Electronic Communications) Regulations 2011;

(iii) the EU ePrivacy Directive 2002/58/EC (as amended) (the **"ePrivacy Directive"**);

(iv) the General Data Protection Regulation (Regulation (EU) 2016/679) (the **"GDPR"**); and

(v) any relevant transposition of, or successor or replacement to the legislation set out above (including, when it comes into force, the successor to the ePrivacy Directive),

together with all other equivalent legislation in Ireland or any other applicable jurisdiction, applicable industry guidelines (whether statutory or non-statutory), codes of practice and guidance notes issued from time to time by a relevant regulator relating to the processing of Personal Data or privacy in any jurisdiction;

**"Data Protection Security Requirements"** means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation, including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR) as applicable;

**"Data Subject Request"** means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Legislation;

**"Deliverables"** means Goods and/or Services (as the context requires);

**"Delivery Address"** means the address specified for delivery and/or supply of the Deliverables, set out in an Order, or such other location as may subsequently be advised in writing by AIB to the Supplier;

**"Delivery Date(s)"** means the dates set for delivery and/or provision of Deliverables, as set out in the Order or as otherwise agreed between the Parties;

**"Divestment"** means any divestment, re-organisation, de-merger or sale of any Affiliate of AIB or part thereof, or of any of the assets or undertakings of AIB or any of the Affiliates of AIB which AIB or an Affiliate is required to undertake in connection with a Resolution Event;

**"Divested Entity"** means an entity to whom or an undertaking in respect of which any of the Goods and/or Services provided by the Supplier is supplied that will cease to be or be owned or operated by AIB or an Affiliate of AIB as a result of a Divestment;

**"Force Majeure"** means any government action, strike, lock-out or labour dispute (excluding, in all cases, by the employees of the Supplier or its sub-contractors or suppliers); act of God, fire, flood and storm; war, riot or explosion but does not include (i) any COVID-19 related disruption including but not limited to any government imposed lockdown or (ii) any event or other consequence arising as a result of or in connection with the full or partial withdrawal of the United Kingdom from the European Union and provided that mere shortage of materials, equipment, labour or supplies shall not constitute a Force Majeure Event.

**"F&P Requirements"** means the fitness and probity standards and requirements set out in the 2014 Fitness and Probity Standards (Code issued under s. 50 of the Central Bank Reform Act 2010), the Guidance on Fitness and Probity Standards of 2018 and such other codes and standards published by the Central Bank of Ireland or other applicable regulatory authority from time to time (including any amendment, supplement or replacement thereof) relating to fitness and probity for persons involved providing the Deliverables;

**"Future Supplier"** means any third party providing goods and/or services to AIB similar to the Deliverables (or any part thereof) following the expiry or termination of an Agreement (in whole or in part);

**"Goods"** means the goods to be supplied under an Agreement, including any instalment or any part of them and any relevant documentation supplied to aid their use, as set out in an Order;

**"Good Practice"** means exercising such skill, diligence, prudence, experience, expertise, foresight and judgement as can be expected from a skilled and experienced person under the same or similar circumstances;

**"Intellectual Property Rights"** means patents, trade marks, service marks, logos, get-up, trade or business names, internet domain names, design rights, copyright (including rights in computer software) and moral rights, database rights and rights to extract data, semi-conductor topography rights, utility models, rights in trade secrets, know-how, and goodwill associated with the foregoing, in each case whether registered or not and whether registerable or not, and including applications for any of the foregoing, and all rights or forms of protection having equivalent or similar effect, anywhere in the world including the right to bring, make, oppose, defend and appeal claims, proceedings or actions relating to ownership;

**"Losses"** means all losses, damages, costs, charges, expenses, claims, actions, suits, demands, penalties, fines, proceedings and liabilities of any nature or kind;

**"Order"** means any order placed and issued by AIB and/or its Affiliates to the Supplier for Deliverables, including, but not limited to, pursuant to AIB's standard order form;

**"Regulator"** means any person or professional body having regulatory or supervisory authority over any part of the Deliverables or AIB, its Affiliates or the Supplier, including the Central Bank of Ireland, the Data Protection Commission, the Financial Conduct Authority, the Prudential Regulation Authority and the Information Commissioner's Office;

**"Regulator Correspondence"** means any correspondence received from a Regulator;

**"Resolution Event"** means any event affecting AIB or any Affiliate of AIB arising as a result of, or in connection with, the application, or anticipated application, of a resolution tool, entry into a period of stress within the meaning of the Prudential Regulatory Authority (or

any successor or replacement thereof) ("PRA") Supervisory Statement 9/16 (including any amended versions), or the invocation of powers, by a Regulator pursuant to the European Union (Bank Recovery and Resolution) Regulations, 2015 (S.I. No. 289 of 2015) (as amended) or any other future legislative measures extending to financial institutions or their affiliates, whether giving effect to Directive 2014/59/EU (as amended) of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms or otherwise, or equivalent resolution legislation applicable to non-Irish parties and having the aim of safely and effectively resolving a financial institution or its group in financial difficulties, including any measures made or taken in connection with the withdrawal of the United Kingdom from the European Union;

**"Party"** means either AIB or the Supplier and **"Parties"** shall mean both of them;

**"Purchase Terms"** means these AIB Standard Terms of Purchase, together with any schedule, attachment or addendum hereto, including any additional terms and conditions set out therein, indicated in an Order as applying;

**"Security Measures"** means such measures that are required to satisfy current technological standards and industry best practices to maintain the integrity and security of data, of the type and volume that the Supplier is provided or accesses pursuant to the Agreement, in the provision of services of the nature and scope of the Services, whether in transit, in memory, at rest and in other processing, including, as applicable, information technology systems design, the application of risk countermeasures, encryption, data segregation, physical security and access restrictions, staff awareness, logging requirements, systems monitoring and achievement of recognised security certifications, and to protect such data against any unauthorised copying, use, disclosure, access, damage or destruction;

**"Services"** means the services to be supplied under an Agreement, including any instalment or any part of them, as set out in an Order;

**"Service Personnel"** means the Supplier's and its Affiliates officers, employees, agents, contractors, and their officers, employees, agents and contractors;

**"Specification"** means any plans, manuals, drawings, functional or performance specification documentation, data, or other information relating to the Deliverables;

**"Supplier"** means the supplier of the Deliverables, as named in an Order;

**"Supplier IPR"** means any and all Intellectual Property Rights owned or licensed to the Supplier;

**"Supplier Personnel"** means all employees, staff, other workers, agents and consultants, of the Supplier, its Affiliates and/or any sub-contractor, who are engaged in the provision of the Services or the Goods;

**"Term"** means the term of the Order as specified in the Order; and

**"Third Party Request"** means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

- 1.2 Any reference in these Purchase Terms or an Agreement to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted, consolidated, or extended at the relevant time. The headings in these Purchase Terms are for convenience only and shall not affect their meaning or interpretation. Reference to the singular shall include the plural and vice versa. Reference to a "Clause" means a clause of these Purchase Terms. Reference to one party "indemnifying" the other party shall be construed as a reference to indemnifying the other party on an after tax basis (including any kind of tax, duty or levy or any similar charge, and any related fine, penalty, interest or other amount) and "indemnified" and "indemnify" shall be interpreted accordingly.

## 2. BASIS OF SUPPLY

- 2.1 An Order duly issued by AIB shall constitute an offer by AIB to the Supplier for the supply of Deliverables on a non-exclusive basis, subject to these Purchase Terms. Acceptance of an Order by the Supplier shall occur upon the earlier of: (a) the Supplier executing such Order; (b) the commencement of supply of the Deliverables by the Supplier in accordance with such Order; or (c) by such other means as may be agreed by the Parties in writing. AIB accepts no liability for any Deliverables provided unless and until they are confirmed by an Order with a corresponding valid AIB purchase order number.
- 2.2 These Purchase Terms shall apply to each Agreement to the exclusion of any other terms and conditions, including those set out in any invoice, delivery note, side letter or any other documentation of the Supplier. No variation to this Agreement shall be binding unless agreed in writing by the Parties.
- 2.3 To the extent that there is any conflict, ambiguity or inconsistency between any terms of an Order and the provisions of these Purchase Terms, then the terms of the Order shall prevail to the extent of any such conflict, ambiguity or inconsistency.
- 2.4 The Parties acknowledge that each Agreement concluded in accordance with these Purchase Terms constitutes a discrete and separate contractual commitment and nothing in these Purchase Terms shall oblige AIB to place any particular volume, or value, of orders with the Supplier, which shall be matters entirely within AIB's discretion.
- 2.5 The Supplier shall and shall ensure that its Service Personnel shall, in the performance of the Agreement, comply in all respects with Good Practice, all Applicable Laws, applicable AIB Business Policies and the terms and conditions of the Agreement. The Supplier shall further comply with, and shall procure that the Service Personnel shall comply with, and protect any Confidential Information, Personal Data and AIB Data in accordance with, the Security Measures. The Supplier has and shall maintain in force and shall at all times comply with all necessary Consents required to fulfil its obligations under this Agreement. The Supplier shall, during the Term and for seven (7) years from expiry or termination of the Agreement, maintain full and accurate records of all activities carried out in connection with its obligations under this Agreement and such records as are necessary pursuant to Applicable Laws and shall promptly on request make them available for inspection by any Regulator that is entitled to inspect them and by AIB (or its authorised representative). The Supplier shall ensure that any software, hardware and any documentation, including maintenance documentation and database schema, required to retrieve and read any such records stored in non print media (including electronic, optical or magnetic media) are retained until the expiration of the retention period.
- 2.6 The Supplier shall monitor and shall keep AIB informed in writing of any changes in Applicable Laws which may impact the Services. The Supplier shall provide AIB with timely details of measures and changes it proposes to make to comply with any such changes (which for the avoidance of doubt include any changes mandated by a Regulator), designed to eliminate (where possible) any potential operational disruption to the Services and to AIB. Without prejudice to the foregoing, the Supplier shall consult with AIB on (and wherever possible agree with AIB) the manner, form and timing of any changes it makes to the Services to meet any changes in Applicable Laws where they would impact the Services.
- 2.7 Without prejudice to the foregoing, any savings or reduction in the Supplier's costs due to any change in Applicable Laws will be passed on directly in full and promptly to AIB in the form of reduced Charges for the applicable part of the Services.
- 2.8 The Supplier shall (at its own cost), on an ongoing basis throughout the term of these Purchase Terms, explore and identify opportunities to improve the Services and reduce the costs and expenses incurred pursuant to these Purchase Terms and/or any one or more Agreements concluded hereunder. The Supplier shall on a regular basis, and at least every twelve (12) months, advise AIB or its Affiliates of potential savings opportunities or opportunities to improve the Services and in each instance will provide an estimate of the potential savings or description of the nature of the improvement to the Services, together with all relevant information required by AIB or its Affiliates. The implementation of any improvements pursuant to this Clause 2.8 shall be subject to agreement in writing by the Parties.
- 3. CHARGES FOR DELIVERABLES**
- 3.1 The Charges for the Deliverables shall be as stated in the Order and, unless otherwise stated, shall be: (a) exclusive of any applicable VAT, which shall be payable by AIB, at the rate and in the manner prescribed by law from time to time, subject to receipt of a valid VAT invoice; and (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of Goods to the Delivery Address and any duties, imposts, or levies, other than VAT.
- 3.2 In consideration of the supply of the Deliverables in accordance with the Agreement, AIB shall pay the Charges in accordance with the payment terms set out in these Purchase Terms. No increase in the Charges may be made, whether on account of increased material, labour or transport costs, fluctuation in rates of exchange, or otherwise, without the prior written agreement of AIB.
- 3.3 AIB shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase, customarily granted by the Supplier.
- 3.4 Upon request from AIB, the Supplier shall promptly provide such information and supporting documentation (including receipts) as may be required by AIB regarding the amounts invoiced for any Deliverables.
- 4. PAYMENT TERMS**
- 4.1 The Supplier shall submit invoices in accordance with AIB's then current invoicing procedures as advised to the Supplier and any criteria set out in the Order. AIB currently uses the Coupa system to pay invoices. An invoice shall not be submitted unless and until the relevant criteria set out in the Order, AIB's invoicing procedures and these Purchase Terms have been satisfied. Where service reports are required in respect of Deliverables, then, no invoice shall be due and payable in respect thereof until AIB has approved the relevant reports. Each invoice shall quote the relevant AIB purchase order number.
- 4.2 Unless otherwise stated in the Order and subject to Clause 4.5, AIB shall pay the Charges by electronic transfer or such other method designated by AIB within thirty (30) days of the date of receipt of a correct and valid invoice submitted in accordance with these Purchase Terms. AIB shall not, unless otherwise agreed in writing, be liable in respect of any amounts not properly invoiced within sixty (60) days of completion of the supply of the relevant Deliverables. Subject to Clause 4.5, in the event that any amount payable under this Agreement is overdue, it shall bear interest at the rate of two per cent (2%) per-annum above the base rate for the time being of the European Central Bank, provided that the Supplier shall not be entitled to levy an interest charge upon any payments due from AIB unless it has first served notice upon AIB to the effect that an undisputed payment is overdue, and provided AIB with not less than a further fourteen (14) days to make payment of such overdue amount.
- 4.3 The Charges and all other amounts payable by AIB to the Supplier under an Order shall be payable in Euro (€), unless set out to the contrary in an Agreement.
- 4.4 Unless otherwise expressly agreed in writing by AIB, AIB shall not be liable to reimburse the Supplier for any expenses (including per-diem, travel or accommodation expenses) incurred by the Supplier in connection with the performance of an Order. Any expenses so agreed shall be payable in accordance with the terms of the Order.
- 4.5 AIB may suspend payment of any invoices (or part thereof) which are subject to a bona fide dispute between the Parties, for the duration of the dispute. AIB shall, within a reasonable period, provide the Supplier with written notice of any dispute. Following resolution of the dispute, the Supplier shall either withdraw the disputed invoice, or obtain payment of the sums suspended by AIB, in whole or in part, as agreed between the Parties in writing.
- 4.6 AIB may withhold and/or set off any amount owed to it by the Supplier or its Affiliates against any amount owed by AIB to the Supplier or its Affiliates under or in connection with any Agreement (including any amounts that may have been paid out by way of settlement or compensation for any claims).
- 5. DELIVERY AND ACCEPTANCE**

- 5.1 The Supplier shall, at AIB's request and without prejudice to AIB's statutory rights, allow AIB to inspect and test the Goods prior to despatch to the Delivery Address. If, as a result of any inspection or testing, AIB is not satisfied that the Goods will comply in all respects with the Agreement and the Specification, and AIB so informs the Supplier within twenty (20) Business Days thereafter, the Supplier shall, without delay and at its cost, take such steps as are necessary to ensure compliance and AIB shall not be obliged to pay any relevant Charges until the non-compliance is remedied, without prejudice to AIB's other rights or remedies hereunder. No such inspection shall diminish or otherwise affect the Supplier's obligations.
- 5.2 The Goods shall be marked in accordance with Good Practice and Applicable Laws, AIB's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach the Delivery Address in an undamaged condition.
- 5.3 Unless set out to the contrary in an Agreement, the Deliverables shall be supplied, at the Delivery Address, as follows: (a) during Business Hours on a Business Day; (b) no later than the relevant Delivery Date, or within the time-period, set out in the Order, provided that, delivery, whether in whole or in part, prior to the Delivery Date or time period shall require the prior written agreement of AIB; (c) AIB may deem the time of delivery of Goods and/or performance of Services to be of the essence of the Agreement, by notice in writing, where the Supplier fails to comply with Clause 5.3(b); and (d) where the date of supply of Goods and/or Services, is to be specified after the placing of the Order, the Supplier shall give AIB reasonable prior notice of the specified date.
- 5.4 If the Deliverables are to be supplied, by instalments, then, the Agreement shall be treated as a single contract and not severable.
- 5.5 Where set out in an Order, or notified by AIB in writing prior to delivery, AIB may carry out acceptance testing on the Deliverables, based on agreed or objective criteria. In such circumstances, unless set out to the contrary in the Order, or AIB written notification, the Charges shall not become payable until AIB confirms its acceptance in writing of such Deliverables to the Supplier. Notwithstanding the foregoing, AIB shall be entitled, without prejudice to its rights and remedies, to reject Deliverables supplied which are not in accordance with the Specification and the requirements of the Agreement. The Supplier acknowledges that precise conformity of the Deliverables with the Specification is a condition of an Agreement.
- 5.6 If the Deliverables (or any parts of them) are not delivered by the relevant Delivery Date, AIB may terminate in whole or in part the relevant Agreement without cost or liability. Where AIB exercises this option: (a) the Supplier shall refund to AIB in full any payments made by AIB to the Supplier in respect of such Deliverables; (b) no further payment will be due from AIB in respect of such Deliverables; (c) following receipt of payment in full of all monies due to it in relation to any Goods in respect of which the Agreement has been terminated (whether in whole or in part) AIB shall make such Goods available for collection by the Supplier and the Supplier shall collect such Goods at its own expense within five (5) Business Days of the payment, and if the Supplier fails to collect within this period, AIB may dispose of such Goods in its absolute discretion without notice or liability to the Supplier; (d) title in the Goods will revert to the Supplier following receipt by AIB from the Supplier of payment in full of the refund due to AIB; and (e) risk in the Goods shall revert immediately to the Supplier.
- 5.7 The Supplier undertakes at its own expense to repair or replace (at the option of AIB) Goods lost or damaged in transit, and acceptance will not be deemed to have taken place until replacement or repaired items have been delivered to the satisfaction of AIB.
- 5.8 Where Goods are to be delivered to AIB from a country outside Ireland, then, Incoterm DDP (Delivery Address) of Incoterms 2010 shall apply.
- 5.9 If the Supplier is supplying electrical or electronic equipment to AIB, then, the Supplier shall be responsible for the financing of the environmentally sound management of waste arising from such equipment, for ensuring that the treatment of such waste meets the requirements of, and for meeting any recovery targets set out in, Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment and the European Union (Waste Electrical and Electronic Equipment) Regulations 2014 (S.I. No. 149 of 2014) (as amended). AIB shall not be responsible for the recovery or disposal of such equipment, unless and to the extent set out in the Order.
6. **RISK AND TITLE**
- 6.1 Risk of damage to, or loss of, the Deliverables shall pass to AIB upon acceptance in writing by AIB, save that the Supplier shall be liable for any loss or damage to the Deliverables due to its error or omission, whether before, during, or after delivery or installation.
- 6.2 The property in and legal title to the Goods shall pass to AIB on payment for the relevant Goods. Prior to that date AIB and its Affiliates shall have a non-exclusive, fully paid-up, unrestricted licence to use the Goods to the full extent necessary in the conduct of its business.
7. **WARRANTIES AND LIABILITY**
- 7.1 The Supplier shall provide AIB with the benefit of any manufacturer's warranties in respect of the Goods and additionally the Supplier warrants, represents and undertakes to AIB that: (a) without prejudice to Clauses 5.5 and 5.6, the Deliverables shall be of merchantable and satisfactory quality, fit for any purpose set out in the Order, held out by the Supplier, or made known to the Supplier in writing at the time the Order is placed, and free from defects in design, material or workmanship; (b) the Deliverables shall conform in all respects to their description and with the Specification; (c) the Deliverables shall comply with all Applicable Laws relating to the manufacture, packaging, performance, delivery and supply of the Deliverables; (d) the Services shall be performed by appropriately qualified, skilled, experienced and trained Service Personnel, with all due care and diligence, and to such high standard of quality as it is reasonable for AIB to expect in all the circumstances, which shall not, in any circumstances, be less than Good Practice; (e) where Service Personnel perform "controlled functions" as defined in the Central Bank Reform Act Regulations 2011, the Supplier shall: (i) only utilise Service Personnel who are compliant with the F&P Requirements; (ii) obtain the prior written agreement of any person performing such controlled functions to abide by the F&P Requirements; and (iii) shall provide written confirmation of such agreement to AIB upon request; (f) it will promptly notify AIB if it suffers a deterioration in its risk rating with Dun and Bradstreet or equivalent risk rating service so as to fall to a risk score of three (3) or worse, and (g) it shall obtain the prior written agreement of AIB to a Change of Control of the Supplier (or the Supplier's parent company).
- 7.2 Without prejudice to the Supplier's obligations under the Agreement, the Supplier will notify AIB in writing immediately on becoming aware (i) of any material changes in circumstances that could have a material impact on the continuing provision of the Services or (ii) that it will not be able to perform, or has not performed, its obligations in accordance with the terms of the Agreement (an "**Early Warning Notice**"). The Early Warning Notice shall provide as much detail as is reasonably available to the Supplier so as to describe the affected elements of its obligations, the reason for the disruption and the steps the Supplier will undertake to prevent the disruption and/or mitigate the effects of the disruption. The Supplier will provide regular status updates and will, in any event, immediately notify AIB in the event of a material change in circumstances. Unless agreed in writing by AIB by express reference to clause 18.12 (Waiver) the service and/or receipt of an Early Warning Notice shall not absolve the Supplier of any responsibility or release the Supplier of any obligations.
- 7.3 Without prejudice to any other right or remedy, if any Deliverables are not supplied or performed in accordance with an Agreement, then, AIB shall be entitled: (a) to require the Supplier to repair Goods and/or to supply replacement Deliverables in accordance with the Agreement, within seven (7) days or such longer period notified by AIB; and/or (b) to treat the Agreement as discharged by the Supplier's breach and require the repayment of any part of the Charges which has been paid in respect thereof, which shall be payable within thirty (30) days of written notice from AIB.
- 7.4 The Supplier shall indemnify and hold harmless AIB, without limitation and upon demand, against all Losses incurred or suffered by AIB and/or its Affiliates as a result of or in connection with: (a) any claim or allegation that the Deliverables infringe, or their importation, use or resale, infringes, the Intellectual Property Rights of any third party, except and solely to the extent that the claim arises directly from the Supplier's compliance with any Specification supplied by AIB; (b) any liability in respect of death and/or personal injury caused by the Deliverables and/or the Supplier Personnel including, but not

limited to, pursuant to defective products legislation; (c) any breach of its obligations of confidentiality set out in Clause 8; and/or (d) any negligent act or omission, breach or default, of the Supplier or its Service Personnel, in supplying the Deliverables.

## 8. CONFIDENTIAL INFORMATION

8.1 Each Party shall: (a) use Confidential Information of the other Party only for the purposes of exercising rights or performing obligations in connection with this Agreement; (b) only disclose Confidential Information to the other Party as necessary to allow the other Party to perform its obligations hereunder; and (c) use at least the same security measures and degree of care as it applies to its own confidential information to protect from disclosure to any third parties any Confidential Information disclosed by the other Party for the duration of the Agreement and a period of three (3) years after expiry or termination of the Agreement, except with respect to any Personal Data (including AIB's and its Affiliates' customer data), which shall remain confidential in perpetuity.

8.2 Notwithstanding the foregoing, (i) AIB may disclose Confidential Information of the Supplier to an Affiliate or contractor (who is under an obligation of confidentiality) for the purpose of fulfilling AIB's obligations or exercising AIB's rights hereunder so long as AIB complies with the confidentiality obligations above, and (ii) a receiving Party may disclose Confidential Information pursuant to a valid order of a court of competent jurisdiction or request of a Regulator.

8.3 If AIB so requests in writing at any time, the Supplier will forthwith return to AIB or destroy and make permanently unusable all Confidential Information supplied to it by or on behalf of AIB together with all copies, records, analyses, memoranda or other notes to the extent containing or reflecting any of AIB's Confidential Information made by the Supplier or its Service Personnel.

8.4 Each Party acknowledges that any breach of the provisions of this clause 8 would result in serious and irreparable injury to the non-breaching Party for which the non-breaching Party cannot be adequately compensated. Each Party agrees, therefore, that, in addition to any other remedy that the non-breaching Party may have, the non-breaching Party is entitled to enforce the specific performance of this Clause 8 and to seek both temporary and permanent injunctive relief.

8.5 The obligations imposed by this Clause 8 shall not apply to Confidential Information which: (a) is or becomes public knowledge (through no fault of the receiving Party); (b) was in the lawful possession of the receiving Party prior to disclosure under this Agreement and was not unlawfully obtained, either directly or indirectly; (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure or use; or (d) which is independently developed by the receiving Party without use of, or reference to, the disclosing Party's information.

## 9. TERMINATION

9.1 These Purchase Terms are a framework agreement and accordingly shall apply to all Agreements concluded by the Parties. The term of these Purchase Terms shall commence on the date of the first Agreement and shall continue in effect for as long as any Agreement is in effect. The term of an Agreement shall commence with the date of the Supplier's acceptance of the Order, in accordance with Clause 2.1, and shall expire on the date set out in the Order, or, if not set out therein, the date of conclusion of the supply of the Deliverables.

9.2 AIB may terminate the Agreement concluded hereunder (in whole or in part) by written notice to the Supplier at any time: (i) prior to delivery or performance without cost or liability to AIB; or (ii) if delivery or performance has commenced, in which event AIB's sole liability shall be to pay to the Supplier the Charges properly due and payable in respect of Deliverables supplied up to the date of termination, provided always that the Supplier shall be obliged to mitigate such costs and expenses and to demonstrate to AIB's reasonable satisfaction that the same have been incurred.

9.3 Without prejudice to the foregoing, AIB may immediately terminate the Agreement concluded hereunder, by notice in writing to the Supplier, where;

9.3.1 the Supplier is in material breach of any provision thereof which: (a) is incapable by its nature of remedy, and/or (b) if capable by its nature of remedy, is not

remedied within a period of thirty (30) days following receipt of, or such longer period set out in a notice of the breach or the Supplier breaches any of its obligations under clause 8 (Confidential Information) or clause 13 (Data Protection); or

### 9.3.2

(a) the Supplier has entered into any composition or arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) has had a petition for the appointment of an examiner or liquidator to it presented, or a resolution is passed for the winding-up of the Supplier (otherwise than for the purposes of a bona fide amalgamation or reconstruction), or the Supplier being a body corporate is struck off the register of companies; (b) an encumbrancer takes possession of, or a receiver or other similar officer is appointed in respect of, the whole or any part of the property or assets of the Supplier; (c) the Supplier ceases, or threatens to cease, to carry on business or any distress, execution, sequestration or other process has been levied in respect of any assets of the Supplier; (d) the Supplier becomes unable to pay its debts as and when they fall due, or is deemed to be unable to pay its debts as they fall due, within the meaning of the Companies Act 2014; (e) the Supplier suffers any event analogous to any of the foregoing under the laws of any jurisdiction outside Ireland; (f) AIB reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly; (g) any action or omission by the Supplier, its Affiliates or the Service Personnel pursuant to the provision of the Deliverables or elsewhere in its or their business, is considered by AIB (acting reasonably) to have had a material adverse effect on its or their business reputation or financial standing or that the on-going provision of the Deliverables by the Supplier would be likely to have such an impact on AIB and/or its Affiliates; (h) there are weaknesses regarding the management and security of Confidential Information or other sensitive data and information by the Supplier; (i) AIB has identified impediments capable to alter the performance of the Services; (j) in the event of a Change of Control of the Supplier; and (k) such termination is instructed by a Regulator, or

9.4 The Supplier may terminate this Agreement upon giving not less than twenty (20) Business Days' prior written notice to AIB, if AIB fails within such period to make any payments which are due to the Supplier (and which are not disputed) and AIB has failed to make such payments within thirty (30) Business Days of AIB's Head of Strategic Sourcing being notified by the Supplier of such failure and stating that if payment is not made within such thirty (30) Business Days then the Supplier may terminate the Agreement on notice pursuant to this Clause 9.4. This shall constitute the Supplier's sole right of termination whether expressly pursuant to the terms of this Agreement or otherwise.

9.5 Notwithstanding anything to the contrary in the Agreement(s), in the event that (a) the Supplier has a valid right and wishes to terminate these Purchase terms and/or any Agreement concluded hereunder, and/or the provision of any Goods and/or Services; and (b) the reason that such right of termination arises, constitutes, or is connected to, a Resolution Event, then such right(s) of termination will be suspended unless and to the extent that the relevant Regulator permits the Supplier to enforce such rights in writing. For the avoidance of doubt, the Supplier shall continue to accrue other rights and entitlements during any such period of suspension, including, but not limited to the right, to payment for all Goods and/or Services provided.

9.6 Upon termination or expiry of this Agreement and without affecting the additional rights or remedies of either Party, the Supplier shall: (a) provide all information, co-operation and assistance necessary to enable any Future Supplier acting on the instructions of AIB to supply the Deliverables in place of the Supplier; (b) to the extent and in the manner requested by AIB remove the Service Personnel and its equipment from sites and premises used by AIB or its Affiliates and the Supplier must forthwith at its own expense return to AIB any and all Confidential Information and provide to AIB all materials comprising AIB Intellectual Property Rights and AIB Developments in any form whatsoever and all copies thereof in the Supplier's

- possession, custody or control; (c) procure that any and all data and other material belonging to or provided by AIB or its Affiliates shall (at the option of AIB) be delivered to AIB (as representative for itself and for its Affiliates) or destroyed and made permanently unusable immediately and the Supplier shall certify full compliance with this Clause 9.6 upon request from AIB.
- 9.7 The provisions of Clauses 1, 7, 8, 9, 11, 12, 13, 14, 16, 17 and 18o shall survive any termination of these Purchase Terms and/or any Agreement concluded hereunder, whether under this Clause 9 or otherwise.
- 10. INSURANCE AND ACCIDENTS**
- 10.1 The Supplier shall at all times maintain adequate levels and such types of insurance as are appropriate to the nature of its business and adequate given the nature of its potential liability under these Purchase Terms and each Agreement. In addition, the Order may set out specific types and values of insurance which the Supplier shall maintain for the period set out therein. The Supplier shall on request provide to AIB cover notes from its insurance brokers that the insurance is in force and current premia have been paid.
- 10.2 In the event that any of the Service Personnel are involved in any accident at any AIB premises, then, the Supplier shall notify AIB of the occurrence of the accident and as soon as practicable thereafter, and the Supplier shall submit to AIB a report of the accident in such form and containing such particulars as AIB may require.
- 11. INTELLECTUAL PROPERTY**
- 11.1 All Supplier IPR shall be and remain the property of the Supplier, its Affiliates and/or their licensors, as the case may be. All AIB IPR shall be and remain the property of AIB, its Affiliates and/or its licensors, as the case may be. In particular, all Intellectual Property Rights in the trademarks and brands of AIB, its Affiliates or any of their customers shall not be used by the Supplier for any purpose whatsoever without AIB's prior written consent and then only if used in compliance with AIB's brand guidelines and/or other written instructions. The Supplier warrants, represents and undertakes that: (a) it has the right to use and/or exploit such Supplier IPR for the purposes of providing the Deliverables; and (b) that the Supplier IPR will not infringe the Intellectual Property Rights of any third party.
- 11.2 Unless otherwise set out in an Order, the Supplier hereby grants to AIB an irrevocable, non-terminable, non-exclusive, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to use, copy, install, maintain, modify, enhance and adapt the Supplier IPR for the purpose of receiving the full benefit of the Deliverables and to allow AIB's Affiliates to do the same. AIB may also assign or sub-licence its licence to the Supplier IPR (or any part thereof) to any third party which provides goods or services to AIB and/or its Affiliates, provided such third party's use, copying, installation, maintenance, modification, enhancement and adaptation is solely for the purpose of providing such goods or services to AIB its Affiliates and/or their customers.
- 11.3 Except as provided in Clause 11.1, all Intellectual Property Rights in the AIB Developments shall vest in AIB unconditionally and immediately on their creation. Accordingly, the Supplier hereby assigns, grants, transfers and conveys to AIB by way of present assignment of future rights, which will take effect immediately on the creation of the relevant AIB Developments, all right, title, interest and benefit in and to Intellectual Property Rights in the AIB Developments and hereby waives (and shall ensure that all Service Personnel waive) any moral rights therein. The Supplier undertakes to deliver such AIB Developments to AIB as and when AIB may require and in any event on termination or completion of an Agreement, whichever occurs first. The Supplier shall, upon request from AIB, execute, and shall ensure that any Service Personnel execute, such documents and do such things as AIB may consider reasonably necessary to give effect to this Clause 11. The Supplier shall not do or fail to do any act which would or might prejudice AIB's or its Affiliates Intellectual Property Rights in respect of the AIB Developments.
- 11.4 Without prejudice to Clause 11.3, if any Intellectual Property Rights in the Deliverables (whether in whole or in part) are owned by a third party, then the Supplier represents, warrants and undertakes that it will have obtained any necessary authority, permission or licence from the relevant third party to grant a licence in the same terms as set out in clause 11.3.
- 12. AUDIT AND INVESTIGATION**
- 12.1 AIB may, not more frequently than once in any six (6) month period during the term of these Purchase Terms (unless a material discrepancy is found or reasonably suspected by AIB, for regulatory reasons or as may be requested by a Regulator), upon not less than five (5) Business Days prior written notice, and during Business Hours, inspect and audit, at its own expense, the Supplier premises, systems, infrastructure, compliance with Applicable Laws, and records, utilised in the supply of the Deliverables. The AIB internal audit department or its external auditors or any combination thereof may conduct or assist in an audit. In the conduct of an audit, the Supplier shall provide such assistance or services as AIB may reasonably require and the auditors shall use reasonable endeavours to avoid disruption to the conduct of the business of the Supplier.
- 12.2 The Supplier shall provide reasonable and necessary assistance to AIB in facilitating any audit, investigation, criminal investigation or enquiry by any Regulator or any law enforcement agency to which AIB is subject.
- 12.3 In addition, and without prejudice to Clauses **Error! Reference source not found.** and **Error! Reference source not found.** the Supplier shall (a) provide all information necessary for a Regulator to carry out its functions, including providing information at recurring intervals and in specified formats as requested by a Regulator for supervisory and related statistical purposes, (b) cooperate with all investigations by a Regulator (c) provide documents as may be required by a Regulator and permit the Regulator to examine the Supplier's books and records and take copies or extracts from such books and records, (d) provide, and procure that Supplier Personnel provide, written or oral explanations as may be required by a Regulator, and (e) submit, and ensure that Supplier Personnel submit, to interviews with a Regulator for the purpose of collecting information relating to the subject matter of an investigation.
- 12.4 The ongoing management of AIB's third party relationships is governed by AIB's supplier relationship management standards. Without prejudice to Clauses 12.1 to 12.3, the Supplier shall provide AIB with such management information relating to the Services as AIB may request from time to time, including compliance with these Purchase Terms or any Agreement, actual performance of the Services against any agreed service levels, overall cost management, SOC/audit reporting, risk reporting, and continuity testing.
- 13. AIB DATA**
- 13.1 The provisions of this Clause 13 are without prejudice to the requirements of Appendix 1 (Data Protection) in respect of Personal Data.
- 13.2 The Supplier acknowledges that AIB Data is the property of AIB and AIB reserves all Intellectual Property Rights which may, at any time, subsist in AIB Data.
- 13.3 The Supplier shall:
- only store, copy or use AIB Data to the extent necessary to perform its obligations under the Agreement and shall not disclose it to any third party without the prior written approval of AIB;
  - where AIB provides AIB Data to the Supplier, maintain such AIB Data in the format that it is provided by AIB;
  - to the extent that the Supplier generates AIB Data, maintain such AIB Data in a format that is generally recognised by the information technology industry and that can be transferred to and processed by AIB on its information technology systems; and
  - without prejudice to the foregoing, ensure the accessibility, availability, integrity and security of AIB Data in accordance with the terms of this Agreement and have appropriate security to protect encryption keys.
- 13.4 If at any time the Supplier suspects or has reason to believe that AIB Data has or may become lost, corrupted or degraded in any way for any reason then the Supplier shall immediately notify AIB and inform AIB of what remedial action it proposes to take.

13.5 In the event that any of AIB Data is corrupted, lost or degraded as a result of the Supplier's or any of the Supplier Personnel's acts or omissions, the Supplier shall notify AIB of such occurrence as soon as the Supplier becomes aware thereof and shall within two (2) Business Days prepare a written report of the occurrence detailing the cause thereof, the impact on AIB Data and the actions which the Supplier has or proposes to take to remedy the corruption, loss or degradation and to prevent a similar occurrence in the future. AIB shall have the option, in addition and without prejudice to any other remedies that may be available to AIB under the Agreement or otherwise, to:

- (a) require the Supplier at its own expense to restore or procure the restoration of AIB Data and the Supplier shall use all reasonable endeavours to do so as soon as possible and ensure that restored AIB Data meets the requirements of Clauses 13.3(b) and 13.3(c); or
- (b) itself restore or procure the restoration of AIB Data and require the Supplier to reimburse AIB for any reasonable costs incurred in so doing.

13.6 The Supplier agrees that AIB Data will at all times be transferred, processed and stored within the EEA. The Supplier shall not change such transfer, processing or storage location without the prior written consent of AIB and shall provide at least two (2) months' notice of any proposed change in location.

13.7 Without prejudice to AIB's rights under Clause 2, on AIB's request, the Supplier shall grant AIB access to the Supplier premises in order to access, retrieve, copy and / or download AIB Data then held or otherwise processed by the Supplier.

#### 14. SERVICE PERSONNEL

14.1 The Supplier hereby acknowledges and agrees that it is the employer of its staff and nothing in an Agreement shall constitute a relationship of employment between AIB or its Affiliates and any Service Personnel.

14.2 It is the intention of the Parties that no Service Personnel or any other person should transfer to AIB, its Affiliates or a Future Supplier on expiry or termination of these Purchase Terms or any Agreement howsoever arising. If the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as amended) apply, or are asserted to apply, to transfer the employment of any Service Personnel, to AIB, its Affiliates or any Future Supplier, then, the Supplier shall indemnify and hold harmless AIB (for itself and as trustee for its Affiliates and any Future Supplier), on demand, against all Losses which AIB, its Affiliates or such Future Supplier may incur arising out of, or in connection with, the dismissal of, or any other employment related claim made by, such person.

14.3 The Supplier shall indemnify and hold harmless AIB, on demand, against all Losses which AIB and/or its Affiliates may incur or suffer due to: (a) any tribunal or court determining that the Service Personnel are employees of AIB or its Affiliates, and/or any such tribunal or court treating the Service Personnel as employees of AIB, whether pursuant to the Unfair Dismissals Acts 1977 to 2015, the Redundancy Payments Acts 1967 to 2014 (as amended) or otherwise; (b) any claims made by any Service Personnel which relates to any act or omission of the Supplier or its Affiliates in connection with their employment; and (c) any claim by the Revenue Commissioners or the Department of Social Protection or tax arising out of or in connection with the relationship of the Service Personnel with the Supplier, including any claim for income tax, pay-related social insurance, universal social charge and any and all other social security contributions and any other liability, deduction, contribution, assessment or claim (including any interest, duties and penalties thereon).

14.4 The Supplier represents and warrants that: (a) it has not been and is not engaged in any practices involving the use of child labour, forced labour, the exploitation of vulnerable people, or human trafficking, including any activity or practice that would constitute an offence under the UK Modern Slavery Act 2015; (b) its employees and agency workers are paid in compliance with all applicable employment laws and minimum wage requirements; (c) it will take reasonable steps to prevent slavery and human trafficking in connection with the Supplier's business; (d) it will include in its contracts with its subcontractors and suppliers in connection with this Agreement slavery and human trafficking provisions that are at least as onerous as those set out in this Agreement; and (e) it will respond to all

reasonable requests for information required by AIB for the purposes of completing AIB's annual anti-slavery and human trafficking statement. The Supplier shall promptly report to AIB any matter that would constitute a breach of this clause 14.4 and/or applicable anti-slavery law.

The Supplier represents and warrants that: (a) neither it, nor its Affiliates, nor any director, officer, agent or employee of the Supplier are on a sanctions list issued by the European Union, the United Nations, the Central Bank of Ireland, the United Kingdom HM Treasury or the United States Office of Foreign Assets Control (the "Sanctions List"); (b) it will not commence (and will discontinue) any relationships with, and will not knowingly employ, provide financial services, process payments or undertake transactions with any individual or organisation on the Sanctions Lists; (c) neither it nor its Affiliates have a place of business or a registered or trading address in Iran, Syria, North Korea or Sudan ("an Extreme High Risk Country") nor is the Supplier owned or controlled by a person or entity located in, or controlled from, an Extreme High Risk Country; (d) it will not commence (and will discontinue) any relationships with, and will not knowingly employ, provide financial services, process payments or undertake transactions with any individual in or resident in, or organisations whose place of business/trading address is in an Extreme High Risk Country; and (e) it will comply with all legal restrictions relating to trade, including country sanctions/trade embargoes and dual-use goods.

#### 15. ANTI-CORRUPTION

15.1 The Supplier warrants and represents that (i) it has not offered any form of bribe, reward, inducement or other incentive to AIB in return for AIB entering into an Agreement or for the provision of any other services (ii) it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Criminal Justice (Corruption Offences) Act 2018, (the "Relevant Requirements") (iii) it shall not engage in any activity, practice or conduct which would constitute an offence under the Criminal Justice (Corruption Offences) Act 2018 if such activity, practice or conduct had been carried out in Ireland (iv) it shall have and maintain in place throughout the term of an Agreement its own policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate (v) it shall promptly report to AIB any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of an Agreement, and (vi) it shall provide such evidence of compliance with this clause 15 as AIB may reasonably request from time to time.

#### 16. DOCUMENTATION

16.1 The Supplier shall provide AIB with all information and documentation required in order to enable AIB and its Affiliates to understand and operate the Deliverables (including, but not limited to installation, commissioning, operation and maintenance). AIB and its Affiliates shall have the right to copy, reproduce and generally use such documentation for their business purposes and the implementation and operation of the Deliverables. The right to copy, reproduce and use documentation shall also extend to the AIB's third party suppliers provided that such use is required for the purposes of providing services to AIB, its Affiliates or AIB's customers.

16.2 The documentation provided by the Supplier in respect of the Deliverables are or will be of such a standard as to enable suitably trained personnel of AIB to understand, operate and maintain the Deliverables to a level of competence sufficient for AIB's business purposes.

#### 17. DIVESTMENT

17.1 If there is any Divestment, any Divested Entity shall be entitled to continue to enjoy the benefit of such Goods and/or Services provided by the Supplier which it is receiving pursuant to an Agreement for a period of up to twenty four (24) months from the date of the Divestment on the terms of the Agreement.

17.2 AIB shall be responsible for compliance by such Divested Entity to the relevant terms and conditions of these Purchase Terms and the Agreement, including payment of any associated charges. At the end of the specified period, the Divested Entity shall not be entitled to the benefit of the Agreement or the Goods and/or Services (save to the

extent that the Supplier has agreed to provide such goods and/or services to the Divested Entity by way of a separate agreement).

## 18. GENERAL

- 18.1 Nothing in these Purchase Terms, or the conclusion of an Agreement, shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between AIB and the Supplier.
- 18.2 Notwithstanding the fact that the Supplier may have or have had business dealings with AIB, the AIB name and logo shall not be used by the Supplier for the purposes of advertising or publicity, without the prior written consent of AIB.
- 18.3 Without prejudice to clause 15 above, the Supplier shall not offer, give, agree to give, or procure or participate in the giving by another party, to any person employed or engaged by AIB any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of an Agreement and these Purchase Terms or any other agreement with AIB or for showing or forbearing to show favour or disfavour to any person in relation to an Agreement and these Purchase Terms.
- 18.4 Each Agreement constitutes the entire understanding between the Parties and, save as expressly referred to or referenced herein, supersede all prior or contemporaneous agreements, representations, writings, negotiations or understandings oral or written relating to the subject matter hereof, except in respect of any fraudulent misrepresentation made by either Party. In particular, the Supplier acknowledges that, in entering into an Agreement, it does not do so on the basis of, nor rely on, any representation, warranty, or other provision, except as expressly set out in an Agreement.
- 18.5 Each Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Agreement may be executed by AIB and/or the Supplier via a secure online electronic signature platform provided by a third party e-signature provider nominated by AIB from time to time (the "**E-Signature Platform**"). The E-Signature Platform allows an authorised signatory(s) of the Supplier, to electronically sign the Agreement. The Supplier hereby acknowledges and agrees that its authorised signatory(s) will only use the E-Signature Platform to conclude the Agreement having consented to the use of e-signatures via a consent document provided by AIB (the "**Consent**"). By signing the Consent, such authorised signatory consents and agrees to (a) the provision of information relating to the Agreement, including the information contained within the Consent, in electronic form; (b) both AIB and the Supplier using an electronic signature to sign the Consent and the Agreement and (c) the presentation, retention and production (including in connection with legal proceedings) of information and documents (including the Consent and the Agreement) by AIB and/or such third party e-signature provider in electronic form.
- 18.6 These Purchase Terms and each Agreement are personal to the Supplier, who shall not, without AIB's prior written consent, assign, novate, sub-contract, or otherwise transfer or purport to assign, novate, or transfer, to any other person any of its rights, or sub-contract any of its obligations thereunder.
- 18.7 Without prejudice to the foregoing, should the Supplier assign, novate, sub-contract, or otherwise transfer or purport to assign, novate, or transfer, to any other person any of its rights, or sub-contract any of its obligations under an Agreement, the Supplier shall ensure that any approved sub-contractor undertakes to comply with all sub-contracted obligations and shall remain fully responsible and liable for any goods or services provided by a sub-contractor, together with the acts or omissions of any sub-contractor under or in relation to an Agreement and all Deliverables provided hereunder, including the sub-contractor's compliance with the obligations of an Agreement.
- 18.8 Without prejudice to the foregoing, should the Supplier sub-contract the performance of any of its obligations under an Agreement to an approved sub-contractor, the Supplier shall:
- (a) do so only under a written agreement between the Supplier and the approved sub-contractor ensure that terms that provides for, in substance, the same data protection obligations as those binding the Supplier under Appendix 1;
- 18.9 The Supplier shall ensure that the approved sub-contractor will not Process AIB Personal Data beyond the scope of the processing described in Appendix 1 (Data Protection) and/or an Order.
- 18.10 The Supplier shall on request provide AIB with full details of any sub-contractor, or supplier to the Supplier of goods or services which are, or are intended to be, incorporated in Deliverables supplied to AIB. AIB may assign, novate, or otherwise transfer, these Purchase Terms and the Agreement and its rights and obligations thereunder, to an affiliate or group company of AIB upon written notice to the Supplier.
- 18.11 Any notice required or permitted to be given by either Party to the other under these Purchase Terms shall be in writing addressed to that other Party at its registered office, or principal place of business, and shall be delivered by hand or sent by registered post. Notices delivered by hand shall be given on the day of receipt (unless received after 5pm in which case they shall be given on the next Business Day). Notices sent by registered post shall be deemed to have been given two (2) Business Days after the date of posting. Unless set out to the contrary in an Agreement in relation to its subject matter, notice hereunder shall not be validly served by email.
- 18.12 It is acknowledged by the Supplier that AIB enters into this Agreement on its own behalf and as agent for and on behalf of its Affiliates and in that regard AIB may enforce this Agreement (including, without limitation, its warranties, representations, undertakings, covenants, indemnities and terms and conditions) on its own behalf but also as agent and trustee for and on behalf of its Affiliates. Any legal action that the Supplier takes under or in connection with this Agreement shall be exclusively issued against AIB in its own right and/or as agent for and on behalf of its Affiliates. AIB shall be solely liable to the Supplier, for and on behalf of itself and its Affiliates, under or in relation to this Agreement and AIB shall assume all rights and remedies for and on behalf thereof under or in relation to this Agreement, in respect of loss or damage suffered thereby due to any act or omission of the Supplier. The Supplier shall be solely liable to AIB for and on behalf of itself, its Affiliates and Service Personnel under or in relation to this Agreement and the Supplier shall assume all rights and remedies thereof under or in relation to this Agreement, in respect of loss or damage suffered thereby due to the act or omission of AIB.
- 18.13 No waiver by a Party of any breach of these Purchase Terms by the other Party shall be effective unless made in writing and shall not be considered as a waiver of any subsequent breach of the same or any other provision. No delay or failure by either Party in exercising or enforcing any of its rights under these Purchase Terms shall be deemed to be a waiver of such rights. The rights, powers and remedies provided in these Purchase Terms are cumulative and not inclusive of any rights, powers and remedies provided by law.
- 18.14 If any provision of these Purchase Terms is held by any competent authority to be invalid or unenforceable, in whole or in part, then, such provision shall be severed and the validity of the other provisions of these Purchase Terms and the remainder of the provision in question shall not be affected thereby.
- 18.15 These Purchase Terms, each Agreement and all non-contractual obligations arising from or connected with them shall be governed by and construed in accordance with the laws of Ireland. The Parties agree to submit to the exclusive jurisdiction of the courts of Ireland in relation to any dispute arising out of or in connection with these Purchase Terms and each Agreement.

## 19. FORCE MAJEURE

- 19.1 Neither Party shall be liable to the other for delay or non-performance of its obligations under any Agreement for as long as (and only to the extent that) this is due to a Force Majeure Event. A Party cannot claim relief from liability where the Force Majeure Event is caused by its (or a Sub-Contractor's) neglect, failure to take reasonable precautions against the relevant Force Majeure Event, wilful act or omission, or is caused by its directors, employees, contractors, agents, representatives, suppliers or a Sub-Contractor (and in the case of the Supplier, also the Supplier Personnel).

- 19.2 The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations under any Agreement.
- 19.3 Where a Party is delayed or prevented from performing its obligations under any Agreement by a Force Majeure Event that Party shall notify the other as soon as reasonably possible in writing with details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration.
- 19.4 If any Force Majeure Event prevents the Supplier from fulfilling its obligations under any Agreement for a continuous period of more than seven (7) days or an aggregate period of more than fourteen (14) days in one (1) month period AIB may terminate the Agreement on notice in writing to the Supplier
- 19.5 If the Supplier is prevented from, or delayed in, performing any of its obligations under any Agreement by a Force Majeure Event, AIB may suspend payment normally due to the Supplier for those parts of the Services that are not performed by the Supplier and/or engage a Third Party to perform all or the relevant affected Services until such time as:
- (a) the Supplier has given AIB reasonable notice in writing that it is able once again to perform its obligations in accordance with any Agreement; and
  - (b) AIB is satisfied that the Services concerned can be recommenced by the Supplier; and
  - (c) AIB is able to terminate its arrangement with any Third Party it engaged to perform all or the relevant affected Services without incurring any costs or penalties.

## APPENDIX 1

### Data Protection

#### 1. DEFINITIONS AND INTERPRETATION

Capitalised terms used but not defined in this Appendix 1 shall have the meaning assigned to them in clause 1 of the Purchase Terms.

#### 2. PROCESSOR

2.1 The Supplier acknowledges that, during the Term of this Agreement (or of an Order, as applicable) for the purposes of carrying out its obligations under this Agreement, Supplier may Process Personal Data of customers and/or employees of AIB (as may be more particularly described in an Order or otherwise agreed between the Parties) on behalf of AIB as a Processor. In connection with such Processing, the Supplier shall, and shall procure that the Service Personnel shall:

- (a) only Process the Personal Data to the extent required to provide the Services in accordance with the terms of this Agreement or otherwise in accordance with instructions from AIB from time to time;
- (b) unless prohibited by law, notify AIB immediately (and in any event within twenty-four (24) hours of becoming aware thereof) if it considers, in its opinion (acting reasonably) that it is required by Applicable EU Law to act other than in accordance with AIB's instructions, including where it believes that any of AIB's instructions under paragraph 2.1.(a) infringes any of the Data Protection Legislation;
- (c) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by AIB;
- (d) implement and ensure that the Service Personnel implement appropriate technical and organisational measures to protect Personal Data including but not limited to against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;
- (e) not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without AIB's prior written consent, save in relation to Third Party Requests where the Supplier is prohibited by law or regulation from notifying AIB, in which case it shall use reasonable endeavours to advise AIB in advance of such disclosure and in any event as soon as practicable thereafter;
- (f) sub-contract the Processing of any Personal Data under this Agreement only in accordance with clauses 18.8, 18.9 and 18.10 of these Purchase Terms of the Agreement;
- (g) keep all Personal Data and any analyses, profiles or documents derived therefrom separate from all other data and documentation of the Supplier;
- (h) ensure that all Service Personnel engaged in the provision of the Services have entered into a confidentiality agreement or non-disclosure agreement with the Supplier and shall further ensure that such Service Personnel are made aware of and observe the Supplier's obligations under this Agreement with regard to the confidentiality, security and protection of Personal Data;
- (i) Process the Personal Data in accordance with the Data Protection Legislation (as applicable) and not do or permit anything to be done which might cause AIB in any way to be in breach of the Data Protection Legislation;
- (j) cooperate as requested by AIB to enable AIB to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the Supplier under the Agreement and shall implement and maintain appropriate technical and organisational measures to assist AIB in responding to such requests or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation which shall include the provision of all data requested by AIB within the timescale specified by AIB in each case;
- (k) appoint and identify to AIB a named individual within the Supplier to act as a point of contact for any enquiries from AIB relating to Personal Data and cooperate in good faith with AIB concerning all such enquiries within a reasonable time period;
- (l) notify AIB as soon as reasonably practicable and in any event within forty-eight (48) hours of its receipt of any Data Subject Request or Regulator Correspondence and shall:
  - (i) not respond to, nor disclose any Personal Data in response to, any Data Subject Request or Regulator Correspondence without AIB's prior written consent; and
  - (ii) provide AIB with all reasonable co-operation and assistance required AIB in relation to any such Data Subject Request or Regulator Correspondence;
- (m) without prejudice to Clause 12 of these Purchase Terms, within fourteen (14) calendar days of a request from AIB, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by AIB (and/ or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Appendix 1 (Data Protection), and provide reasonable information, assistance and co-operation to AIB, including access to relevant Service Personnel and / or, on AIB's request, provide AIB with written evidence of its compliance with the requirements of this Appendix 1 (Data Protection);
- (n) provide AIB with all resources and assistance as are required by AIB for AIB to discharge its duties pursuant to Articles 35 and 36 of GDPR including, but not limited to, promptly at the request of AIB providing information in respect of any Data Protection Impact Assessment which AIB conducts;
- (o) comply with the obligations imposed upon a Processor under the Data Protection Legislation;
- (p) The Supplier shall notify AIB as soon as reasonably practicable and in any event within forty-eight (48) hours of:
  - (i) any legally binding request for disclosure of Personal Data by a law enforcement or other competent authority unless prohibited by law from doing so; and/or

- (ii) any request received directly from a Data Subject without responding to that request, unless required by Data Protection Legislation or it has been otherwise authorised by AIB to do so; and
- (q) use all reasonable endeavours, in accordance with Good Practice, to assist AIB to comply with the obligations imposed on AIB by the Data Protection Legislation, including:
- (i) compliance with the Data Protection Security Requirements; and
  - (ii) obligations relating to notifications required by the Data Protection Legislation to the Regulator and /or any relevant Data Subjects; and
- (r) subject to the requirements of Applicable Law, cease Processing the Personal Data immediately upon the termination or expiry of the Agreement or the Services and at the election of AIB, either (i) return to AIB, or (ii) delete, destroy or make permanently unusable all the Personal Data and any copies, records, analysis of it or of the information it contains and the Supplier shall confirm in writing that this paragraph 2.1(r) has been complied with in full.
- 2.2 Without prejudice to any other provision of the Agreement, AIB may, on reasonable notice, request a detailed written description of the technical and organisational methods employed by the Supplier and its approved sub-contractors for the Processing of Personal Data. Within ten (10) days of receipt by the Supplier of AIB's written request (which shall include a detailed description of AIB's reasonable requirements), the Supplier shall deliver a written report to AIB in sufficient detail that AIB can reasonably determine whether or not any applicable Personal Data is being or has been processed in compliance with the Data Protection Legislation.
- 2.3 Without prejudice to the other provisions of this Appendix 1 (Data Protection), the Supplier or any member of the Service Personnel shall promptly upon becoming aware of any Data Protection Incident (and in any event within twenty-four (24) hours of such discovery) notify AIB by telephone and by email of such a Data Protection Incident. The Supplier shall, at no additional cost to AIB, provide AIB with all resources and assistance as are required by AIB to: (i) notify the Data Protection Commission and/or Information Commissioner's Office (or analogous body in any other relevant jurisdiction and/or any bodies which may succeed or replace them from time to time) of a Data Protection Incident; (ii) provide such reports or information as may be requested in relation to such Data Protection Incident; and/or (iii) notify the relevant Data Subjects of such Data Protection Incident, as applicable.
- 2.4 The Supplier acknowledges and agrees that it is solely responsible for any loss or damage (whether material or non-material) arising as a result of the breach or infringement of its obligations under applicable Data Protection Legislation and this Appendix 1 (Data Protection). Pursuant to GDPR, where the Supplier and AIB are involved in the same processing and where they are responsible for any damage caused by the processing, each of the Supplier and AIB may be held liable for the entire damage in order to ensure effective compensation of the Data Subject. In circumstances where AIB has paid the full amount of compensation for the damage suffered to the Data Subject, the Supplier, on demand and without limitation, indemnifies, and will keep indemnified, AIB and its Affiliates in respect of the portion of such compensation and a commensurate proportion of all costs and expenses (including all court costs and all legal fees on a solicitor and own client basis, together with any disbursements) incurred by AIB corresponding to the Supplier's extent of responsibility for the damage.
- 2.5 The Supplier shall at all times during and after the Term on demand indemnify, keep indemnified and hold harmless AIB and its Affiliates, and their respective directors, employees, agents, contractors, representatives and suppliers, against all Losses arising from or in connection with any breach by the Supplier of the terms and conditions of this Appendix 1 (Data Protection) and/or Data Protection Legislation.

### 3. INDEPENDENT CONTROLLERS

- 3.1 To the extent that each Party shall be an independent Controller of the Personal Data with the other Party, each Party shall comply with its obligations under the Data Protection Legislation. Each Party agrees to use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Legislation. The Supplier shall not, by its acts or omissions, cause AIB to breach its obligations under the Data Protection Legislation.
- 3.2 The Supplier shall notify AIB promptly (and in any event within twenty-four (24) hours) upon becoming aware of any Data Protection Incident. Upon providing such a notice to AIB, the Supplier shall implement:
- (a) any measures necessary to restore the security of compromised Personal Data; and
  - (b) any other measures reasonably requested by AIB; and
  - (c) support AIB to make any required notifications to any relevant Regulator and affected Data Subjects.
- 3.3 In the event that the Supplier collects (or receives from a third party) and subsequently transfers Personal Data to AIB, the Supplier shall ensure that:
- (a) it is not subject to any prohibition or restriction which would:
    - (i) prevent or restrict it from disclosing or transferring the Personal Data to AIB, as required under this Agreement; or
    - (ii) prevent or restrict AIB from Processing the Personal Data as envisaged under this Agreement; and

all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable AIB to Process the Personal Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation.



