

Supply Agreement

This Supply Agreement (“**Agreement**”) is effective on and from the Commencement Date between the following parties:

- (1) [insert] incorporated and registered in [insert] with company number [insert] whose registered office is at [insert](**Supplier**)
- (2) Rentokil Initial Limited, company number 8996, incorporated and registered in Ireland with registered office at Hazel House, Millennium Park, Naas, Co Kildare, its successors and permitted assigns (**Customer**)

1. Definitions

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

Services: the services as set out in Schedule 1.

Day: a calendar day.

Charges: The fees set out at Schedule 1, inclusive of all costs in relation to delivery and insurance, but exclusive of VAT.

Commencement Date: [insert]

Customer Information all information relating to Customer, and Customer Affiliates as applicable, received by or collected by the Supplier in connection with this Agreement.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in Ireland including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Delivery Point: the place where delivery of the Goods or the performance of the Services is to take place as specified by the Customer or Customer Affiliate in the Order.

GDPR: General Data Protection Regulation ((EU) 2016/679)

Goods: any products to be supplied by the Supplier to the Customer or Customer Affiliate as specified in any Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: any written order, or any order submitted electronically for the Goods and / or Services placed by the Customer or Customer Affiliate with the Supplier.

Services: [insert or add as schedule] and as otherwise agreed between the parties in writing.

Specification the Commercial Specifications document as provided by Supplier to Customer.

2. Term

This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 12 (Termination), until either party gives to the other party no less than 30 Days' written notice to terminate; such notice to expire no earlier than the 24 months from the date of delivery of the most recent Order.

3. Orders

- 3.1 The terms and conditions of this Agreement apply to all Orders.
- 3.2 Customer and Customer Affiliates may submit Orders to Supplier. Any Order submitted by a Customer Affiliate shall constitute a separate agreement between Customer Affiliate and Supplier and the provisions of this Agreement shall apply, with all references to Customer understood to mean Customer Affiliate.
- 3.3 Customer and Customer Affiliates may submit an Order at any time, however there is no obligation for Customer or Customer Affiliates to submit an Order. An Order is deemed to be accepted by Supplier unless Supplier rejects an Order in writing within 5 Days of such Order being submitted.
- 3.4 The Customer may at any time prior to despatch of the Goods, or performance of the Services, amend or cancel an Order on written notice to the Supplier.
- 3.5 The Goods and Services shall comply with the Specifications and any samples, drawings, descriptive matter, specifications and advertising issued by the Supplier (including any web based material).
- 3.6 Customer will be provided with the ability to terminate user access to the Services and that any requests from Customer to terminate access will be promptly carried out by Supplier.
- 3.7 The Supplier shall deliver each Order to the Delivery Point by the date specified in the Order.

4. Acceptance

- 4.1 The Customer shall not be deemed to have accepted any Goods and/or Services until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.
- 4.2 If any Goods and/or Services delivered to the Customer do not comply with the Order or are otherwise not in conformity with this Agreement, then, without limiting any other right or remedy that the Customer may have, the Customer may reject those Goods and/or Services and:
- (a) require the Supplier to replace the rejected Goods or re-perform the defaulting Services at the Supplier's risk and expense in such time frame as the Customer may stipulate; or
 - (b) require the Supplier to repay the price of the rejected Goods and/or Services in full (whether or not the Customer has previously required the Supplier to repair or replace the rejected Goods or re-perform the defaulting Services).
- 4.3 The Customer's rights and remedies under this Clause 4 are in addition to the rights and remedies available to it at law.
- 4.4 Risk in and title to any Goods shall pass to the Customer on delivery.

5. Payment

- 5.1 In consideration of the provision of the Goods and provision of the Services by the Supplier, the Customer shall pay the Charges within 60 Days of receipt of invoice, to a bank account nominated in writing by the Supplier.
- 5.2 Each invoice must quote the relevant Order number. A failure to do so may delay payment.
- 5.3 Subject to Clause 5.2, if the Customer fails to pay an undisputed invoice by the due date, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause will accrue each Day at 2% a year above the Allied Irish Bank's base rate from time to time.

6. Supplier Warranties

- 6.1 Where the Order is for or includes any Goods, the Supplier warrants that (subject to the other provisions of this Agreement) on delivery the Goods shall be of satisfactory quality and be reasonably fit for purpose.
- 6.2 The Supplier undertakes warrants and represents on an ongoing basis that:
- (a) the Supplier will perform and procure the performance of its obligations under this Agreement and any Order in compliance with all applicable statutory provisions;
 - (b) it has, and will continue to hold, all consents and regulatory approvals necessary to provide the Goods and Services;
 - (c) it shall discharge its obligations under this Agreement using personnel of required skill, experience and qualifications and with all due skill, care and diligence and to a standard it is reasonable to expect of a skilled and competent provider of services similar to the Goods and Services;
 - (d) the Goods and Services will perform effectively for a minimum of 2 years following delivery of the relevant Goods or Services; and
 - (e) subject to Clause 21, the Services will be available at all times to ensure Customer use on a global basis.

7. Limitation of Liability

- 7.1 The following provisions set out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and sub-contractors) to each other in respect of:
- (a) any breach of this Agreement;
 - (b) any use made by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement or any Order.
- 7.2 Nothing in this Agreement shall:
- (a) limit or exclude the Supplier's or the Customer's liability for:
 - (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - (ii) fraud or fraudulent misrepresentation; or
 - (b) limit or exclude the Supplier's liability under clause 10.3(b) (IPR indemnity) or clause 9.4(i) (Data processing indemnity)).
- 7.3 Subject to Clause 7.2:
- (a) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement including any Order shall be limited to the greater of 10 times that Order price or €5,000,000; and
 - (b) the Customer's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Order shall be limited to the value of this Agreement.
 - (c) neither party shall be liable to the other for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement.

8. Insurance

During the term of this Agreement and for a period of 6 years after the expiry or termination of this Agreement, the Supplier shall maintain in force, with a reputable insurance Customer, public liability, employer's liability and cyber liability insurance at an amount not less than €5,000,000 (five million Euro) for each and every claim and shall, on the Customer's request, produce sufficient evidence of the same.

9. Data Protection and Data Processing

- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 9.2 Where both the Customer and the Supplier are a Data Controller (where Data Controller has the meaning as defined in the Data Protection Legislation), the terms set out in Annex A shall apply.

9.3 Where the Customer is the Data Controller and the Supplier is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation), the terms set out in Annex B shall apply.

9.4 At all times the Supplier shall indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under any applicable Data Protection Legislation.

10. Intellectual Property Rights

10.1 In relation to the Customer Information:

- (a) as between the parties, the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Information; and
- (b) the Customer grants to the Supplier a non-transferable licence to use the Customer Information only as necessary to provide the Goods and Services to Customer for the term of this Agreement.

10.2 The Supplier and its licensors shall retain ownership of all IPRs in the Goods and Services, excluding the Customer Information. The Supplier grants to the Customer and to any Customer Affiliates, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Goods and Services for the purposes contemplated in the Agreement.

10.3 The Supplier:

- (a) warrants that the receipt and use of the Goods and Services by the Customer and Customer Affiliates shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify the Customer and Customer Affiliates against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt and use of the Goods and Services.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 11.2. Customer's confidential information includes Customer Information.

11.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 Days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 570 of the Companies Act, 2014;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an examiner, or if a notice of intention to appoint an examiner is given or if an examiner is appointed, over the other party (being a company);
- (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(c) to clause 12.1(f) (inclusive); or
- (h) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13. Assignment

13.1 Customer may assign the Agreement to any Customer Affiliate or third party on written notice to Supplier.

13.2 Supplier shall not assign the Agreement or any part of it without the prior written consent of Customer, such consent not to be unreasonably withheld.

14. Variation

No variation of this Agreement shall be effective unless agreed in writing by the parties.

15. Waiver

A failure or delay by a party to exercise any right or remedy provided under this Agreement or at law shall not constitute a waiver of that or any other right or remedy. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

16. Rights and Remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

17. Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18. Entire Agreement

18.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No terms or conditions delivered with or contained in any Order, Goods or Services shall form part of the Agreement.

18.2 In the event of any conflict between the main body of this Agreement and any schedules, the provisions of the main body of this Agreement shall prevail.

19. Third Party Rights

This agreement does not give rise to any rights to any third party to enforce any term of this agreement.

20. Notices

20.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by pre-paid post or other next Business Day delivery service at its registered office, for the attention of:

Customer: Company Secretary, Rentokil Initial Limited, Hazel House, Millennium Park, Naas, Co Kildare, Ireland

Supplier: [insert]

21. Force Majeure

If either party is prevented from or delayed in the performance of any of our respective obligations (other than payment obligations) under this Agreement by circumstances beyond our reasonable control, the affected party shall not be liable for the performance or the punctual performance of its obligations, as applicable, for the duration of the force majeure event. If the force majeure event continues for more than 30 Days, either party shall be entitled to terminate this Agreement on written notice to the other.

22. Anti-Corruption

- 22.1 The Supplier warrants that
- (i) it has not and no party action on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this Agreement and any Order; and
 - (ii) it shall comply with all applicable legislation relating to bribery and shall ensure that its employees and representatives shall not directly or indirectly offer, give, request or accept any undue financial or other advantage of any kind.
- 22.2 The Customer shall be entitled to cancel any Order upon written notice to the Supplier without any liability to the Supplier in the event that the Customer has any reason to believe that the Supplier has breached any of the provisions of this Clause 22.

23. Business Ethics, Anti-Slavery And Human Trafficking

- 23.1 The Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure compliance with the Customer's Supplier Code of Conduct (which can be found at:- <https://www.rentokil-initial.com/responsible-delivery/ri-supplier-code-of-conduct.aspx>) and also with all environmental regulations, labour laws and best practice in the Supplier's industry.
- 23.2 The Supplier shall:
- (a) carefully review the Customer's Supplier Code of Conduct; and
 - (b) ensure that the Customer's Supplier Code of Conduct is publicised to all of the Supplier's employees, directors and suppliers and that they all comply with the provisions of same.
- 23.3 In performing its obligations under this Agreement the Supplier shall
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; and

24. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to settle any such dispute or claim.

Annex A - Controller to Controller Data Protection terms

X.1 All emboldened terms within this clause X shall be construed as defined in the Data Protection Legislation.

X.2 For the purposes of this Agreement both parties agree that they are separate **Data Controllers** and that they each shall:

- (a) **Process Personal Data** relevant to this Agreement only in their capacity as a **Data Controller**;
- (b) implement appropriate technical and organisational security measures in relation to the processing of the **Personal Data**, both appropriate to the risk and in accordance with the Data Protection Legislation;
- (c) on request, provide the other at its own expense with reasonable assistance, information and cooperation to ensure compliance with the respective obligations under Data Protection Legislation in relation to the relevant **Personal Data**; and
- (d) ensure that:
 - (i) all **Personal Data** collected or sourced by it or on its behalf for **Processing** in connection with this Agreement, or which is otherwise provided or made available to the other party, shall comply with and have been obtained in compliance with the Data Protection Legislation;
 - (ii) all instructions given in respect of the relevant **Personal Data** shall be in accordance with the Data Protection Legislation;
 - (iii) the information referred to in GDPR Articles 13 and 14 shall be made available, using appropriate and clear language, to relevant **Data Subjects** in relation to the **Processing** by the relevant party;
 - (iv) in the event either party receives any complaint, notice or communication from a **Supervisory Authority** which relates directly or indirectly to the other party's: (i) **Processing** of the relevant **Personal Data**; or (ii) potential failure to comply with Data Protection Legislation, the receiving party shall to the extent permitted by law promptly forward the complaint, notice or communication to the other party;
 - (v) in the event a **Data Subject** makes a written request to a party to exercise their rights in relation to **Processing** which is carried out by the other party, the receiving party shall:
 - forward the request to the other party promptly and in any event within three (3) working Days from the date on which it received the request; and

- provide reasonable co-operation and assistance to the other party to enable it to respond to the **Data Subject** and meet applicable timescales set out under Data Protection Legislation;
- (vi) if either party becomes aware of a **Personal Data Breach** involving **Personal Data Processed** under the Agreement, it shall notify the other party without undue delay, and each party shall reasonably co-operate with the other in relation to any notifications to **Supervisory Authorities** or to **Data Subjects** required under Data Protection Legislation;
- (vii) where **Personal Data** may be transferred or otherwise **Processed** outside the EEA under the Agreement, the party transferring the **Personal Data** or on whose behalf the **Personal Data** is being transferred shall:
- notify the other party prior to any such transfer or **Processing**; and
 - warrant that such transfer is made in compliance with the Data Protection Legislation.

Annex B - Controller to Processor Data Protection terms

- X.1 All emboldened terms within this clause X shall be construed as defined in the Data Protection Legislation.
- X.2 For the purposes of this Agreement both parties agree that the Customer is the **Data Controller** and the Supplier is the **Data Processor**.
- X.3 Schedule 2 sets out the scope, nature and purpose of **Processing** by the **Supplier**, the duration of the **Processing** and the types of **Personal Data** being **Processed**.
- X.4 Without prejudice to the generality of this clause in relation to any **Personal Data Processed** in connection with the performance by the Supplier of its obligations under this Agreement, the Supplier shall:
- (a) **Process the Personal Data** only on written instruction from the Customer, unless required to do by applicable law;
 - (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the data security risks involved in the **Processing of Personal Data**, including against unauthorised or unlawful **Processing of Personal Data** and against accidental loss or destruction of, or damage to, **Personal Data**; such measures shall include as appropriate:
 - (i) pseudonymisation and encryption of **Personal Data**;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of **Processing** systems and services;
 - (iii) the ability to restore the availability and access to **Personal Data** in a timely manner in the event of a physical or technical incident; and
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the **Processing** of the **Personal Data**;
 - (c) ensure that all personnel who have access to and/or **Process Personal Data** are obliged to keep the **Personal Data** confidential;
 - (d) only appoint a third party **Processor** of **Personal Data** on the prior written agreement of the Customer; such agreement by the Customer shall not be unreasonably withheld, delayed or conditioned. Where such third party **Processor** is appointed by the Supplier, the Supplier shall enter into a written agreement with such third party **Processor** incorporating terms which are substantially similar and no less onerous to those set out in this clause. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party **Processor** appointed by it pursuant to this clause;
 - (e) notify the Customer where, in the course of its **Processing** activities, the Supplier transfers or **Processes** any **Personal Data** outside of the European Economic

Area and assist the Customer with any reasonable queries it may have in relation to such transfers;

- (f) assist the Customer in responding to any request from a **Data Subject** and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, **Personal Data Breach** notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Customer without undue delay and in any event no later than 48 hours if the Supplier becomes aware of a **Personal Data Breach** or receives any complaint, notice or communication from a **Data Subject, Supervisory Authority** or other regulator which relates directly or indirectly to the **Processing** of the **Personal Data** or to either party's compliance with the relevant Data Protection Legislation and it shall provide the Customer with reasonable co-operation and assistance in relation to any such **Personal Data Breach**, complaint, notice or communication;
- (h) at the written direction of the Customer, delete or return **Personal Data** and copies thereof to the Customer on termination of any relevant agreement unless required by applicable law to store the **Personal Data**; and
- (i) maintain and make available all information necessary to evidence the Supplier's compliance with this clause and the Data Protection Legislation and on reasonable notice permit and contribute to audits by the Customer or an auditor appointed by the Customer.

Schedule 1

Charges:

The Charges set out in this Schedule 1 are payable in accordance with Clause 5.

Schedule 2 - Processing, Personal Data and Data Subjects

1. Scope and nature of processing

(Description of the scope and nature of the data processed under the agreement with the Customer)

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2. Purpose of processing

(Description of the purpose of the processing of personal data under the agreement with the Customer)

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3. Duration of the processing

(Description of the intended duration of the processing of personal data under the agreement with the Customer)

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4. Types of personal data and data subjects

(Description of the types of personal data Processed and for which types of data subject under the agreement with the Customer)

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Signed by [insert]
for and on behalf of [insert]
Director

Date:

Signed by [insert]
for and on behalf of RENTOKIL INITIAL
LIMITED Director

Date