

1. Basis of Contract

- 1.1 Unless the Supplier has entered into a separately negotiated agreement signed by an authorised representative for and on behalf of G4S, these Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Purchase Order constitutes an offer by G4S to purchase the Goods and/or Services in accordance with these Terms.
- 1.3 The Purchase Order shall be deemed to be accepted on the earlier of:
- 1.3.1 the Supplier issuing a written acceptance or online acceptance of the Purchase Order; and
 - 1.3.2 the Supplier doing any act consistent with fulfilling the Purchase Order.

at which point the Contract shall come into existence.

- 1.4 The Supplier waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms.

2. Interpretation

- 2.1 The following expressions will have the meanings given below:

"Confidential Information" means information which relates to G4S or a G4S Affiliate's administrative, business, financial, technical or operational arrangements or of any information of a secret or proprietary nature.

"Contract" means the contract between G4S and the Supplier which comprises the Purchase Order, these Terms and any documents specified in the Purchase Order.

"Customer" means a customer of G4S or any G4S Affiliate.

Deliverables: all documents, advice, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Delivery Date" the date for delivery of the Goods specified in the Purchase Order, or, if none is specified, within a reasonable time from the date of the Purchase Order.

"G4S" means the G4S company on whose behalf the Purchase Order is issued.

"G4S Affiliate" means any subsidiary undertaking or holding company of G4S and any subsidiary undertaking of a holding company of G4S.

"G4S Materials" means all documents, information, items, materials, equipment, tools, drawings, specifications and data in any form (whether owned by

G4S or a third party), which are provided by G4S to the Supplier in connection with the Services.

"Goods" means the goods (if any) which are set out in the Purchase Order.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.

"Location" means the address referred to in the Purchase Order for the delivery of the Goods and/or the provision of the Services.

"NSAI" means National Standards Authority of Ireland.

"Purchase Order" means the order for the Goods or Services issued by G4S to the Supplier or any purchase by G4S from the Supplier using a purchase card or G4S credit card from the Supplier or any purchase using a suitably authorised purchase card issued by the Supplier to G4S;

"Services" means the services (if any) which are set out in the Purchase Order.

"Specification" means the description, performance requirements, duties and other matters relating to the Goods or the Services referred to in or attached to the Purchase Order, as the same may be amended by written agreement between the parties.

"Supplier" means the person, firm or company set out as the supplier under the Purchase Order.

"Terms" means the terms and conditions set out in this document.

- 2.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

3. Supply of Goods and/or Services

- 3.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to G4S in accordance with the terms of the Contract.

- 3.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that G4S notified to the Supplier. Time is of the essence in relation to any of those performance dates.

- 3.3 In performing the Services, the Supplier shall:

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| <p>3.3.1 perform the Services with best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;</p> <p>3.3.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;</p> <p>3.3.3 where requested by G4S, have the Supplier's personnel who provide the Services vetted in accordance with G4S's vetting requirements;</p> <p>3.3.4 provide and maintain all equipment, tools and vehicles and such other items as required to provide the Services at the Supplier's cost;</p> <p>3.3.5 carry the risk of loss, damage or theft for all equipment, tools and vehicles and such other items as required to provide the Services;</p> <p>3.3.6 hold all G4S Materials in safe custody at its own risk, and in good condition until returned to G4S, and not dispose or use the G4S Materials other than in accordance with G4S's written instructions or authorisations;</p> <p>3.3.7 not do or omit to do anything which may cause G4S to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business and the Supplier acknowledges that G4S may rely on or act on any advice and/or the Services provided; and</p> <p>3.3.8 observe all health and safety rules and regulations, codes of conduct, site policies and any other security requirements that apply at any of the G4S's premises;</p> <p>3.4 The Supplier shall ensure that the Goods shall:</p> <p>3.4.1 be of satisfactory quality (within the meaning of the Sale of Goods and Supply of Services Act 1980, as amended);</p> <p>3.4.2 where there are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and</p> <p>3.4.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.</p> <p>3.5 The Supplier shall ensure that the Goods and/or Services and Deliverables shall conform with all descriptions and specifications set out in the Specification and the Goods and/or Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by G4S expressly or by implication, and in this respect G4S relies on the Supplier's skill and judgement.</p> <p>3.6 The Goods and/or Services shall comply with the relevant standards set by the NSAI and EU Standards for the supply and installation at the time of performance.</p> <p>3.7 The Goods and/or Services supplied must also comply with the implied conditions, warranties and terms</p> | <p>contained in the Sale of Goods and Supply of Goods and Services Act 1980, related statutes and any statutory re-enactment(s) or modification(s) thereof.</p> <p>3.8 In performing its obligations under the Contract, the Supplier shall:</p> <p>3.8.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015.</p> <p>3.8.2 shall implement due diligence procedures for its subcontractors and suppliers to ensure there is no slavery or human trafficking within its supply chain.</p> <p>3.8.3 represents and warrants that it has not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking</p> <p>3.8.4 maintain a complete set of records to trace the supply chain for all Goods and Services in connection with this Contract; and permit G4S to inspect the Supplier's premises, records, and to meet Supplier's personnel to audit the Supplier's compliance with its obligations under clause 3.8</p> <p>3.9 The Supplier agrees that it will (i) at its own costs complete an assessment with a third party Corporate Social Responsibility ("CSR") provider as nominated by G4S (ii) ensure that for the duration of the contract assessments are completed as requested by either the CSR provider or G4S annually at its own cost (iii) will immediately upon request provide G4S with a copy of the report or permission to obtain the report from the CSR provider and/or any other such documentation in order for G4S to satisfy itself that the Supplier has complied with its obligations under this clause (iv) the Supplier will take such measures to complete any corrective action plan issued by either the CSR provider or G4S within the time frames as agreed between the parties</p> <p>3.10 In the event, the Supplier has registered with an alternative third party CSR provider, G4S will in its sole discretion either accept or reject such a report. If G4S rejects such a report, the Supplier will complete an assessment in accordance with clause 3.9.</p> <p>3.11 Breach of clauses of 3.8 to 3.10 will be deemed a material breach of the Contract</p> <p>3.12 The Supplier shall (at no additional cost to G4S) at all times carry out and provide the Services in compliance with:</p> <p>3.12.1 all applicable laws, regulations, immigration laws, regulatory policies, guidelines or industry codes which may apply from time to time and ensure that it has and maintains all the licences, permissions, authorisations,</p> |
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consents, permits that it needs in the performance of its obligations under the Contract; and

3.12.2 without prejudice to the generality of clause 3.12.1:

(a) where Services include the supply of personnel, all legal, regulatory, and other obligations as employer or otherwise, or arising from the performance of this agreement or the Services, and including but not limited to under the Employment Rights Act 1996, the Equality Act 2010, the Working Time Regulations 1998 (as amended), the Agency Workers Regulations 2010 SI 2010/93, the National Minimum Wage Act 1998, and the Health and Safety at Work Act 1974; and

(b) where Supplier is supplying Goods, and otherwise to the extent applicable, Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) and Decision No 768/2008/EC of the European Parliament and of the Council of 9 July 2008 on a common framework for the marketing of products (CE Marking Regulations), and any similar regulations in any part of the world as may be applicable to the relevant supply.

3.13 The Supplier shall maintain such records as are necessary pursuant to such applicable laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by G4S (or its authorised representative).

3.14 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the price as the result of (i) a general change in law; or (ii) a specific change in law.

4. Delivery, Title and Risk

4.1 The Supplier shall be responsible for the cost of delivery, packaging, insurance, unloading, and adequate protection of all Goods delivered to the Location until completion in accordance with clause 4.4.

4.2 The Supplier shall ensure at its own cost that:

4.2.1 the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;

4.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any) the type and quantity of the Goods (including the code number of the Goods, where applicable); and

4.2.3 on delivery of the Goods G4S is supplied:

(a) with all operating and safety instructions and manuals and licences, that warning notices are clearly displayed and other information as may be necessary for their proper use and operation, maintenance and repair for G4S to accept delivery of the Goods; and

(b) a list by name and description of any hazardous or harmful or potentially hazardous or harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. G4S will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Safety, Health and Welfare Act 2005 and any other relevant legislation.

4.3 The Supplier shall deliver the Goods:

4.3.1 on the Delivery Date;

4.3.2 at the Location; and

4.3.3 during the Location's normal business hours, or as instructed.

4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Location. Time is of the essence in relation to the Delivery Date.

4.5 G4S may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and such inspection or testing shall not reduce or otherwise affect the Supplier's obligations.

4.6 If following such inspection or testing G4S considers that the Goods do not conform or are likely to comply with the Supplier's undertakings at clause 3, G4S shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4.7 Title and risk in the Goods shall pass to G4S on completion of delivery.

5. Price and Payment

5.1 The price for the Goods and/or Services will be the price set out in the Purchase Order. The price is exclusive of value added tax and, unless otherwise agreed in writing, inclusive of the costs of all other taxes, duties,

packaging, delivery and insurance. A change to the price is only effective if agreed by both parties in writing.

- 5.2 In order for a valid Purchase Order to be raised the Supplier must successfully register on the G4S supplier information database as applicable from time to time. The Supplier should email fssc@uk.g4s.com for guidance and information on registering.
- 5.3 The Supplier shall invoice G4S after it has successfully supplied the Goods or Services, unless G4S has agreed different invoicing dates in the Purchase Order.
- 5.4 If the Goods and/or Services have been supplied in accordance with the Contract, G4S shall pay the Supplier on the next G4S supplier payment date following the period of 60 calendar days from receipt of invoice.
- 5.5 If G4S, acting reasonably, considers that the Goods and/or Services were not supplied in accordance with the Contract, G4S is entitled to not pay the disputed amount until the matter is resolved between the parties. Both parties will act in good faith to try to resolve a dispute of this type.
- 5.6 If G4S does not pay an undisputed invoice in accordance with clause 5.4, G4S shall pay interest to the Supplier at the rate of 2 per cent per annum.
- 5.7 Entering into a Contract does not commit G4S to any minimum spend, volume commitments or confer on the Supplier any rights of exclusivity. G4S is free to purchase goods or services similar to those supplied by the Supplier from any other third party.

6. Remedies

- 6.1 If the Goods and/or Services are not provided in accordance with the Contract, G4S shall, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, have one or more of the following rights:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Suppliers own risk and expense;
- 6.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.1.4 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.5 to recover from the Supplier any costs incurred by G4S in obtaining substitute goods and/or services from a third party;
- 6.1.6 to require a refund from the Supplier within 7 days from the date of giving written notice of any sums paid in advance for any Goods and/or Services that the Supplier has not provided; and

- 6.1.7 to claim damages for any additional costs, loss or expenses incurred by G4S which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

- 6.2 If the Goods are not delivered on the Delivery Date or the Services performed on the performance dates G4S may, at its option, claim or deduct 1.5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the Goods and/or Services. If G4S exercises its rights under this clause 6.2, it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' and/or Services' late delivery (but such remedies shall be available in respect of the Goods' and/or Services' condition). These Terms shall apply to any repaired or replacement Goods and/or substituted or remedial services provided by the Supplier.

- 6.3 G4S's right and remedies under these Terms are in addition to its rights and remedies implied by statute and common law.

7. Liability

- 7.1 The Supplier will be liable for any loss, damage, cost or expense that results from its breach of the Contract up to a maximum amount of the greater of (i) €7 million and (ii) 10 times the fees payable under the Purchase Order. Neither party will be liable for any indirect or consequential loss.
- 7.2 The Supplier will indemnify G4S for any liability, loss, liquidated damage, service credit or penalty that any G4S Affiliate incurs in relation (in any way) to a Customer contract as a result of a breach by the Supplier of the terms of the Contract.
- 7.3 The financial cap on liability in clause 7.1 will not apply to the Supplier in relation to (a) any breach by the Supplier of the confidentiality provisions (b) any breach by the Supplier of Schedule 1 (c) any dishonesty or wilful misconduct by the Supplier (d) clause 7.2 and (e) the intellectual property rights provisions in clause 8 and (f) clauses 3.8 to 3.10.
- 7.4 G4S's liability is limited to one times the fees payable under the Purchase Order.
- 7.5 No limitation of liability applies in respect of any fraud or death or personal injury caused by negligence.

8. Intellectual Property Rights

- 8.1 If the Goods and/or Services are made to G4S's special order then G4S will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.2 In relation to any Deliverables G4S will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.3 If the Goods or Services are not made to G4S's special order then the Supplier will retain these Intellectual Property Rights and the Supplier grants G4S a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (at any time) the Goods and/or Services for G4S's business purposes.

- 8.4 The Supplier can only use the G4S name or logo in its marketing materials if G4S has agreed this in advance in writing.
- 8.5 The Supplier shall indemnify G4S in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by G4S as a result of or in connection with any claim brought against G4S for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of supply of the Services and the Deliverables (excluding G4S Materials).
- 8.6 G4S, and any G4S Affiliate, may use the Goods and/or Services and also with any Customer as long as, in relation to use by a Customer, the use is related to a contract that G4S or a G4S Affiliate has entered into with that Customer.
- 9. Audit**
- 9.1 The Supplier shall (and shall ensure all its agents, subcontractors or other third parties) promptly make available to G4S (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and G4S's compliance with their respective obligations under this Contract (including the Schedules and the Data Protection Laws), and allow for, permit and contribute to audits, including inspections, by G4S (or another auditor mandated by G4S) for this purpose at G4S's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two business days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 9.2 If the results of the audit reveal that G4S has been overcharged in relation to the Goods and/or Services then the Supplier will reimburse G4S immediately for the overcharged amounts.
- 9.3 The Supplier will maintain detailed quality control and manufacturing records for the period of at least 12 years from the date of delivery of the Goods.
- 10. Insurance**
- 10.1 The Supplier will, during the term of this Contract, maintain adequate insurance cover, which shall include but not be limited to professional indemnity insurance, product liability insurance, public liability insurance and employer's liability insurance, with a reputable insurer up to an amount of at least €7 million per incident to cover the Supplier's potential liability to G4S under the relevant the Contract and will provide, on G4S's request, an insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance on G4S's request.
- 10.2 The Supplier will be responsible for new works being installed or erected at G4S's or G4S's Customers' premises and will maintain adequate insurance to cover loss or damage to such works until completion of the Contract.
- 11. Confidential Information**
- 11.1 If G4S discloses any Confidential Information to the Supplier, the Supplier will not (i) use this information otherwise than for the purposes of providing the Goods and/or Services (ii) disclose it to anyone else unless required to do so by law.
- 11.2 If G4S asks the Supplier to do so, the Supplier will return any Confidential Information that exists in a physical form.
- 12. Additional Terms**
- 12.1 The parties agree that the following additional terms and conditions shall apply to the following in the following situations:
- 12.1.1 Schedule 1: shall apply where the Supplier, or any Sub-Processor (as defined in Schedule 1 to these Terms) (or such agent, subcontractor or other third party engaged by the Sub-Processor) carries out any processing activities in respect of any Personal Data (including any Special Category Data as defined in the General Data Protection Regulation (EU) 2016/679) received from G4S.
- 12.1.2 Schedule 2: shall apply to all conditions for an appointment in relations to projects covered by the Safety Health and Welfare at Work (Construction) Regulations 2013. Schedule 2 can be found at <http://www.g4s.ie/-/media/g4s/unitedkingdom/files/terms-and-conditions/11g4stermsconditionsofpurchaseroischedule2.ashx> You will ensure that you have read and will comply with its terms and conditions
- 13. Work on Premises and Health and Safety**
- 13.1 The Supplier will advise G4S of any implications in relation to regulations relating to hazardous substances when providing the Goods and/or Services.
- 13.2 Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be labelled and supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.
- 13.3 The Supplier will provide confirmation that a method statement/risk assessment has been completed, an authorisation form has been completed and a permit to work where required has been raised, signed off and issued prior to commencement of any work in relation to the Contract.
- 13.4 Where the Supplier is required to have in place or is a Supplier of a type that should be registered under a Safety Scheme in Procurement (SSIP), or similar and/or any other relevant assessment service (for example, Constructionline, the Supplier:
- (i) will ensure that it holds a current valid registration certificate with the relevant SSIP and provide evidence of such registration prior to the commencement of the Services; and

(ii) will ensure that such registration, membership and accreditation is renewed in a timely manner and in any event, is in place throughout the duration of the Contract and throughout delivery of Services at its own costs; and

(iii) will provide the SSIP and the assessment service with up to date, accurate information, including details of its insurance and compliance with health and safety regulations; and

(iv) will provide G4S with all such documentary evidence of registration, membership, accreditation immediately upon request.

If the Supplier fails to comply with any of the provisions contained in clause 13.5 G4S may immediately terminate the Purchase Order or Contract.

14. Anti-Bribery and Code of Conduct

14.1 The Supplier will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including the United Kingdom's Bribery Act 2010 and the Prevention of Corruption Acts 1889 and ensure compliance by any of the Supplier's sub-contractors.

14.2 The Supplier will ensure that it has read and complies with G4S's Supplier Code of Conduct, Human Rights Policy and Business Ethics Code, each of which is available at <http://www.g4s.ie/-/media/g4s/unitedkingdom/procurement/suppliercodeofconduct.aspx>

15. Waiver

15.1 If G4S does not enforce or require strict performance by the Supplier of any part of the Contract this will not be regarded as a waiver.

16. Termination

16.1 G4S may terminate the Purchase Order or the Contract for convenience at any time by giving the Supplier 30 days' written notice. If G4S is using the Services in relation to a contract with its Customer, and that contract is terminated, G4S may terminate the Purchase Order or the Contract with immediate effect by giving the Supplier notice.

16.2 G4S will pay the Supplier for all work that the Supplier has properly performed up to the termination date. No other charges (including early termination payments) are payable by G4S in relation to the Goods and/or the Services.

16.3 In addition, G4S may terminate the Purchase Order or the Contract by giving the Supplier written notice which will be effective immediately if the Supplier commit a material breach or persistent breaches of any of the terms and conditions of the Contract.

16.4 If either party becomes insolvent or has a receiver or liquidator appointed over any part of its business (apart from a bona fide reconstruction not involving insolvency), the other party may terminate the Purchase Order or Contract immediately by written notice.

16.5 On termination of the Contract, if requested by G4S, the Supplier will provide G4S with assistance to allow another supplier to provide the Goods and/or Services. A fee (to be agreed by the parties) will apply to this

assistance other than where G4S has terminated following the Supplier's breach of the Contract.

17. Variation

G4S may supplement these Terms by notifying the Supplier of any additional terms that a G4S Affiliate is required to comply with under a Customer contract. Apart from the variation described in the previous sentence, any alterations or extensions to the Contract must be in writing and agreed by both parties.

18. Sub-Contracting and Assignment

18.1 The Supplier will not, without G4S's prior written consent, appoint any sub-contractor or agent to carry out its obligations under the Contract.

18.2 The Supplier's rights and obligations under the Contract may not be assigned without G4S's prior written consent.

18.3 G4S may assign any of G4S's rights or obligations under the Contract to any G4S Affiliate or to any third party that acquires any part of G4S's business that uses the Goods and/or Services.

19. Severance

If any provision of the Contract is held by any competent authority to be unenforceable, the validity of the other provisions of the Contract will not be affected.

20. Entire Agreement

The Contract constitutes the whole agreement between the parties and supersedes all previous terms and discussions between the parties relating to its subject matter.

21. No Partnership or Agency

Nothing in the Contract is intended to create a partnership or joint venture. No party will have authority to act as agent for, or bind, the other party in any way.

22. Rights of Third Parties

All G4S Affiliates may use the Goods and/or Services provided and enforce G4S's rights under the Contract. Apart from G4S Affiliates, a person who is not a party to the Contract will not have any rights in connection with it.

23. Notices

Any notice given under the Contract will be in writing and addressed to the other party at its registered office or other address that has been notified to the other party.

24. Jurisdiction

The Contract will be governed by Irish law and the parties submit to the exclusive jurisdiction of the Irish courts.

Schedule 1: Data Protection

1. Definitions

1.1 In this Schedule 1:

"Controller" has the meaning given in applicable Data Protection Laws from time to time;

"Data Protection Laws" means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services, including:

(a) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR;

(b) any laws which implement any such laws;

(c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and

all guidance, guidelines, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);

"Data Protection Supervisory Authority" means any regulator, authority or body responsible for administering Data Protection Laws;

"Data Subject" has the meaning given in applicable Data Protection Laws from time to time;

"Existing Agreement" means any agreement entered into by the Parties as at the Effective Date or by a member of the Supplier Group with any member of the G4S Group as at the Effective Date; and **"Supplier / G4S Group"** means any company which is a subsidiary or a holding company of the Supplier or G4S (as appropriate), and any company which is a subsidiary of such holding company, the terms subsidiary and holding company having the meanings given in Sections 1159 of the Companies Act 2006 as amended.

"GDPR" means the General Data Protection Regulation (EU) 2016/679;

"International Organisation" has the meaning given in the GDPR;

"Personal Data" has the meaning given in applicable Data Protection Laws from time to time;

"Personal Data Breach" has the meaning given in the GDPR;

"processing" has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly);

"Processor" has the meaning given in applicable Data Protection Laws from time to time;

"Protected Data" means Personal Data (including any Special Category Data as defined in the GDPR) received from or on behalf of G4S, or otherwise obtained in connection with the performance of the Supplier's obligations under this Contract; and

"Sub-Processor" means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.

"Supplier Personnel" All employees, workers, directors, officers, consultants, agents or otherwise employed or engaged by the Supplier.

"Supplier / G4S Group" means any company which is a subsidiary or a holding company of the Supplier or G4S (as appropriate), and any company which is a subsidiary of such holding company the terms subsidiary and holding company having the meanings given in Sections 1159 of the Companies Act 2006 as amended.

2. Compliance with data protection laws

2.1 The parties agree that G4S is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this Schedule. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause G4S (or any other person) to be in breach of any of the Data Protection Laws. Nothing in this Contract relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

3. Supplier indemnity

3.1 The Supplier shall indemnify and keep indemnified G4S against:

3.1.1 all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Supplier of its obligations under this Schedule; and

3.1.2 all amounts paid or payable by G4S to a third party which would not have been paid or payable if the Supplier's breach of this Schedule had not occurred.

4. Instructions

4.1 The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with this Schedule and G4S's written instructions from time to time except where otherwise required by applicable law (and in such a case shall inform G4S of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform G4S if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

5. Security

- 5.1 The Supplier shall at all times implement and maintain (and require any Sub-Processor to implement and maintain) appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures that the Supplier has (or is required to have) in place to protect Personal Data or Special Category Data within the Supplier's business, best practice, or as required by G4S from time to time and the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed.

6. Sub-processing and personnel

- 6.1 The Supplier shall not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by G4S and only then subject to such conditions as G4S may require.
- 6.2 The Supplier shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.
- 6.3 The Supplier shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this Schedule in respect of Protected Data that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations.
- 6.4 The Supplier shall remain fully liable to G4S under this Schedule for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.
- 6.5 The Supplier shall ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:
- 6.5.1 adequately trained on compliance with this Schedule as applicable to the processing;
 - 6.5.2 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
 - 6.5.3 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
 - 6.5.4 provide relevant details and a copy of each agreement with a Sub-Processor to G4S on request.

7. Assistance

- 7.1 The Supplier shall (at its own cost and expense) promptly provide such information and assistance

(including by taking all appropriate technical and organisational measures) as G4S may require in relation to the fulfilment of G4S's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws).

- 7.2 The Supplier shall (at its own cost and expense) provide such information, co-operation and other assistance to G4S as G4S reasonably requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with G4S's obligations under Data Protection Laws, including with respect to:

- 7.2.1 security of processing;
- 7.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
- 7.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
- 7.2.4 any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Schedule, including (subject in each case to G4S's prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

8. Data subject requests

- 8.1 The Supplier shall record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to G4S which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and shall not respond to any without G4S's express written approval and strictly in accordance with G4S's instructions unless and to the extent required by law.

9. International transfers

- 9.1 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any International Organisation without the prior written consent of G4S (which may be refused or granted subject to such conditions as G4S deems necessary).

10. Records

- 10.1 The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of G4S. Such records shall include all information necessary to demonstrate its and G4S's compliance with this Schedule, the information referred to in Articles 30(1) and 30(2) of the GDPR and such other information as G4S may reasonably require from time to time. The Supplier shall make copies of such records available to G4S promptly on request from time to time.

11. Audit

- 11.1 The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to G4S (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and G4S's compliance with their respective obligations under this Schedule and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by G4S (or another auditor mandated by G4S) for this purpose at G4S's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

12. Breach

- 12.1 The Supplier shall promptly (and in any event within 24 hours) notify G4S if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
- 12.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as G4S requires to report the circumstances referred to in paragraph 12.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.
- 12.3 The Supplier shall (at its own cost) provide all and any support, information, or resources required by G4S in responding to any Personal Data Breach (or suspected Personal Data Breach) and shall use all reasonable endeavours to provide such support, information, or resources as quickly as reasonably practicable on request.

13. Deletion/return

- 13.1 The Supplier shall (and shall ensure that each of the Sub-Processors and Supplier Personnel shall) without delay (and in any event within 3 days of such request), at G4S's written request, either securely delete or securely return all the Protected Data to G4S in such form as G4S reasonably requests after the earlier of:
- 13.2 the end of the provision of the relevant Services related to processing of such Protected Data; or
- 13.3 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under this Schedule,
- 13.4 and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Supplier shall inform G4S of any such requirement).

14. Survival

- 14.1 This Schedule shall survive termination or expiry of the Contract for any reason.

15. Cost

- 15.1 The Supplier shall perform all its obligations under this Schedule at no cost to G4S.

Schedule 2: Conditions of Appointment

The terms and conditions to Schedule 2 to which you agree to be bound can be found at

<http://www.g4s.ie/-/media/g4s/unitedkingdom/files/terms-and-conditions/l1g4stermsconditionsofpurchaseroischedule2.ashx>