The “Agreement” between you (“Supplier”) and the ordering Unilever group company (“Buyer”) (collectively “parties”) comprises these terms ("Terms") or Unilever Purchasing Agreement or other Unilever contract; any and all relevant purchase orders requesting or specifying a supply of services or products (“PO”); and supporting terms such as statements of work (SOWs), project work order (PWO) and Commercial Terms Contracts (“CTC”). TCSs may include agreements with a Unilever group company ("UGCs") and a Supplier group company each acting as a supply chain hub; local CTCS agreed between a Buyer and a Supplier, and Unilever Purchasing Contracts ("UPC"). It is agreed by the parties that any terms and conditions other than the Agreement which attempt to add to or vary the Agreement have no force, effect or validity whatsoever by or between such parties unless agreed to in writing. If there is conflict between parts of the Agreement, the terms in any central CTC will take precedence, followed by any other CTC, these Terms and finally any PO.

1. Delivery of Products or Services

1.1. The Supplier shall supply to the Buyer, the products (“Products”) and/or services (“Services”) (together “Products/Services”) in accordance with the Agreement and with the skill, care, prudence and foresight of a diligentufacturer of such products/Services.

1.2. The Supplier represents, warrants and undertakes to the Buyer that it possesses the requisite skill, experience, knowledge, personnel and facilities necessary to fullfil the obligations under this Agreement. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property ("IP") rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement.

2.2. In case of partial termination the Buyer may do so in whole or in part. The Supplier shall provide Buyer with the information reasonably required by Buyer in order for Buyer to utilise the Products/Services in compliance with Applicable Laws.

6. Responsible Partner Policy Requirements and USQS:

All references to “You” under this clause are hereby deemed to mean the Supplier. You agree to comply with all applicable Trade Control Laws (including the EU Control List of Products, the European Union Consolidated List of Persons, Groups, and Entities subject to EU financial sanctions and the United States Specially Designated Nationals and Blocked Persons List; (2) the United Nations Sanctions List; (3) all other applicable restrictive lists, lists of parties, or sanctions and embargoes, and any and all relevant statements of sanctions policy). You further agree that you shall ensure that, by the implementation of your own codes of conduct and associated policies and procedures, you and each of your affiliated group companies each can and shall meet or exceed all of the requirements of the RPP, inclusive of: (i) Responsible Partner Policy Requirements; (ii) related Mandatory Management Systems; and (iii) as they become binding under the terms of the RPP, the Future Mandatory Requirements. These three types of requirements are each set out in the RPP (and are individually and together "RPP Requirements").

2.2.2.2. You must on request by Unilever register with the supplier assurance and compliance system, referred to as the Unilever Supplier Qualification System ("USQS") or other applicable onboarding platform for downstream partners and any other non-supplier third parties, and complete any steps required for Unilever’s assurance under such platform, including registering and updating information related to your organisation and (at your cost) any third-party audits as or when required by Unilever and to rectify any non-compliance identified in such audits.

6.2. ABC Requirements

(2) Without limiting any of the RPP Requirements, you represent and undertake that: (i) at the date of the entering into force of the Agreement, you, your directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other undue advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that you have taken reasonable measures to prevent subcontractors, agents or any other third parties subject to your control or determining influence, from doing so. (ii) at all times in connection with and throughout the course of the Agreement and thereafter, you will comply with and that you will take reasonable measures to ensure that your subcontractors, agents or other third parties subject to your control or determining influence, from doing so.

6.3. Economic Sanctions Compliance Requirements

The requirements within (a), (b) and (c) here below are the “Economic Sanctions Requirements”:

3.3.2. You agree to comply with all applicable Trade Control Laws, including those relating to the direct or indirect use, diversion, trade, export or re-export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). "Trade Control Laws" means all applicable trade or economic sanctions or embargoes, controls on the import or export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). "Trade Control Laws" means all applicable trade or economic sanctions or embargoes, controls on the import or export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). "Trade Control Laws" means all applicable trade or economic sanctions or embargoes, controls on the import or export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). 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8.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("IP under IP") to (a) provide Services, (b) use, reproduce, modify or perform your IP in the context of providing Services, and (c) to create in the course of the Supplier's performance of its obligations under the Agreement and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP in the derivables, including any substantially derived works or results of the Performance of Services, including Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Unilever/Buyer, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free license (with full right to sublicense) to use, reproduce, exploit, modify, sell, develop, integrate or otherwise use such IP and/or products, Services (including any software) without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.

8.2. Each Supplier shall permit the use of its and its affiliates' Background IP, to the extent required by law or necessary in order to enable Unilever and its respective suppliers, copackers and repackers to utilize customized IP owned or licensed by any UGC (“Unilever IP”) under the Agreement to make, use, modify, incorporate, develop or supply the Products/Services. 8.3. The Supplier a) shall supply all Products/Services that require Unilever IP (for each Product/Service) (b) shall not supply any Products/Services that contain Unilever IP (or any products which embody any Unilever IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than a UGC or a third party nominated by a UGC, including co-manufacturers, copackers and repackers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.

8.4. The Supplier shall ensure all defective, obsolete or excess materials containing Unilever IP are returned to Unilever. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

9. Data Protection and Privacy

9.1. The definitions below will have the following meanings: (a) "Confidential Data," (b) "Supplier Confidential Data", (c) "Personal Data" (including the derivatives "Processed" and "Processing"), (d) "Controller", (e) "Processor", (f) "Data Protection Laws", (g) "Data Protection Rights", (h) "Personal Data Breach", (i) "RPP", (j) "ABC", (k) "Economic Sanctions Requirements", (l) "UPD", (m) "Personal Data Processing", (n) "Trade Control Laws", (o) "Conflict Minerals", (p) "Trade Control Laws", (q) "CCPA.

9.2. Reference to laws includes subordinate legislation and means that law as amended or re-enacted from time to time.

9.3. For the Services, the Supplier is a Processor acting only on UGC’s documented instructions. The context for and purposes of Processing UPD is the Supplier’s provision of the Services, and all Processing of UPD shall be performed in accordance with the RPP, ABC and Economic Sanctions Requirements. The Supplier will only Process UPD in accordance with this Agreement as necessary to provide the Services to UGC. The Supplier shall process UPD in accordance with the Privacy and Data Protection Laws that apply to the Supplier and to the Services provided, including any requirements of the Customer and/or the data subject.

9.4. The Supplier will provide each party with notification of any personal data breach of which it becomes aware.

9.5. The parties may, individually or as separate Controllers, need to Process Personal Data of each other’s representatives. The Supplier may also Process UPD for the purposes of providing the Services as a separate Controller in some respects, as agreed in writing by the parties. A separate Controller will only Process UPD in accordance with this Agreement to provide the Services to UGC.

9.6. Each party shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD.

9.7. Supplier shall maintain and shall have in place appropriate technical and organisational measures to ensure that it complies with all its obligations hereunder. Each party agrees that in the event of a breach of this clause, the other party shall be entitled to receive from the party in breach, an amount equal to three (3) times the actual loss suffered by the other party as a result of such breach, or, if the extent of such loss cannot be calculated or is immaterial, an amount of fifty thousand (50,000) euros.

9.8. The Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, and each party agrees to submit to the non-exclusive jurisdiction of the English courts in respect of any matters arising under or in connection with the Agreement or the subject matter of the Agreement.

9.9. The Supplier shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD.

9.10. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or within fifteen (15) business days of UGC’s instruction to do so unless it is subject to a legal obligation to retain the UPD. At UGC’s option, the Supplier shall securely destroy or otherwise return data in accordance with the Supplier’s usual policies in writing that it (including its group companies) and each subcontractor has done so.

9.11. If the Supplier receives any complaints, claims or requests in relation to Processing of UPD (particularly those relating to the exercise of Data Subject rights), it shall, without undue delay, forward such UGC to cooperate and assist UGC with responding to such as directed by UGC.

9.12. The Supplier warrants it has implemented and shall maintain appropriate technical and organizational measures to ensure compliance with its obligations hereunder. It shall at all times satisfy, at a minimum, the standards required by Data Protection Laws.

9.13. If the Supplier becomes aware of any Personal Data Breach, it shall without undue delay (and in any event within 24 hours) notify UGC, investigate the Personal Data Breach, remediate/mitigate any damage and prevent re-occurrence (providing UGC with detailed

10. Intellectual Property Rights

10.1. The Supplier shall indemnify and hold each Unilever Group company and their officers harmless against all costs, claims, damages and expenses which Unilever Group companies or their officers may suffer, incur, pay or become liable to pay in connection with any claim, demand, suit, action, proceeding or investigation against Unilever or any of its respective suppliers, copackers and repackers arising from or in connection with: (a) the breach of any requirement of the Agreement; (b) the failure to comply with any requirement of the Agreement; (c) the failure to perform or discharge any of their obligations under the Agreement; (d) the non-compliance with any obligation under the Agreement by the Supplier or its subcontractors, copackers, performers, agents, assigns, licensees, or representatives; (e) the non-compliance with any condition of the Agreement by the Supplier or its subcontractors, copackers, performers, agents, assigns, licensees, or representatives; (f) any claims, actions or investigations under any applicable Data Protection Laws or Privacy Laws and regulations, including any fees, costs and expenses related thereto; (g) any claims, actions or investigations under any applicable Trade Control Laws, including any fees, costs and expenses related thereto; (h) any claims, actions or investigations under any applicable Conflict Minerals laws, including any fees, costs and expenses related thereto; (i) claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor, (j) any claims, actions or investigations under any applicable laws relating to the performance of Services as a Controller, (k) any claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor and Controller, or (l) claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor and Controller, or (m) any claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor and Controller.

10.2. The Supplier shall indemnify and hold each Unilever Group company and their officers harmless against all costs, claims, damages and expenses which Unilever Group companies or their officers may suffer, incur, pay or become liable to pay in connection with any claim, demand, suit, action, proceeding or investigation against Unilever or any of its respective suppliers, copackers and repackers arising from or in connection with: (a) the breach of any requirement of the Agreement; (b) the failure to comply with any requirement of the Agreement; (c) the failure to perform or discharge any of their obligations under the Agreement; (d) the non-compliance with any obligation under the Agreement by the Supplier or its subcontractors, copackers, performers, agents, assigns, licensees, or representatives; (e) the non-compliance with any condition of the Agreement by the Supplier or its subcontractors, copackers, performers, agents, assigns, licensees, or representatives; (f) any claims, actions or investigations under any applicable Data Protection Laws or Privacy Laws and regulations, including any fees, costs and expenses related thereto; (g) any claims, actions or investigations under any applicable Trade Control Laws, including any fees, costs and expenses related thereto; (h) any claims, actions or investigations under any applicable Conflict Minerals laws, including any fees, costs and expenses related thereto; (i) claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor, (j) any claims, actions or investigations under any applicable laws relating to the performance of Services as a Controller, (k) any claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor and Controller, or (l) claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor and Controller, or (m) any claims, actions or investigations under any applicable laws relating to the performance of Services as a Processor and Controller.
related information throughout), and cooperate in informing the relevant supervisory authorities or affected Data Subjects. 9.1. The Buyer may appoint sub-processors or allow its group companies to Process UPD. The Supplier shall notify UGC before the appointment of a new or replacement sub-processor and shall provide UGC with a reasonable period of time to object to the appointment or replacement of any such sub-processor. The Supplier shall use its reasonable endeavours to ensure that any obligations UGC including, if UGC’s objection cannot be adequately addressed, the appointment of an alternative sub-processor. 9.15. Supplier shall ensure subcontractors are contractually bound to the same obligations as contained in this Agreement and shall remain fully liable to UGC for a subcontractor’s performance, as well as for any of its acts or omissions relating to its Processing of Personal Data. 9.16. The Supplier (or any subcontractor) shall only transfer UPD from the UK/EEA to a country outside the EEA or an international organisation where such transfer has been approved in writing by UGC, is subject to appropriate safeguards, and otherwise complies with Data Protection Laws. 9.17. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and provide these to UGC on request and allow for audits by UGC or its designated representatives. 10. Records, Business Continuity 10.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Products/Services, and (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply of the Products/Services. 10.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256-bit symmetric data encryption) and ensure that appropriate organisational and technical safeguards against the destruction, theft, use, disclosure or loss of such data in the possession or control of the Supplier. 10.3. The Supplier must manage the security of its systems with respect to identifying and resolving security weaknesses and limiting access to systems/data to authorised individual. 11. Term and Termination 11.1. The Agreement shall apply until the expiry or termination of all relevant periods or fulfilment of relevant volumes specified in any part of the Agreement. 11.2. The Agreement may be terminated earlier in whole or part by the Buyer without any penalty or further obligation or liability: (a) on 10 days’ written notice in the event of material breach of this Agreement by the Supplier or breach by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period; (b) on no less than 7 days’ written notice where there is material or deliberate or persistent non-compliance with clause 6.1; (c) on giving notice in the event of a Force Majeure Event affecting the Supplier which continues for more than 10 days; (d) for convenience on 30 days’ written notice (subject to mandatory local laws requiring a longer notice period); or (e) immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent. 11.3. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days’ notice where any invoiced and undisputed sums due under such PO remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO. 11.4. Expiry or termination of the Agreement (in whole or part) shall not affect clauses 1.4, 3.3, 3.4, 3.5, 3.6, 5, 7, 8, 9, 11, 10.4, 11, 12 Annex A 2 or any clause expressed or designed to survive expiry or termination. 12. Miscellaneous 12.1. The terms of “Unilever” or “Unilever group” means any company or partnership of the Unilever group, where Unilever PLC from time to time directly or indirectly owns or controls the voting rights attached to more than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board. 12.2. The Supplier may assign the Agreement in part or to another UGC or, in the event of an acquisition of Buyer’s business to which the Agreement relates, to the purchaser of such business. Otherwise, no party shall have the right to assign any provision of this Agreement (including by operation of law) or otherwise dispose of the Agreement in whole or part or sub-assign any of its rights and obligations under the Agreement to any third party. 12.3. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer. 12.4. No delay or failure to exercise by any party any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of the Agreement or that right, power or remedy. No amendment or variation to any part of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding emails) by each party. 12.5. The Supplier is an independent contractor engaged by the Buyer to supply the Products/Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer. 12.6. The Supplier is and remains responsible for its employees, subcontractors, agents and representatives. The Supplier is not relieved of liability for and no obligations in relation to the Supplier’s data processing activities under this Agreement. 12.7. Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition laws of any applicable jurisdiction arising out of or relating to Supplier’s purchases of any item that the Buyer will or may acquire under this Agreement by Buyer. The Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment. 12.8. No other than a party to the Agreement, their successors and permitted assignees and UGCs upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.