



GENERAL TERMS AND CONDITIONS ("Conditions")

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Conditions:

Affiliates:	an entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
Business Day:	means any day which is not a Saturday, Sunday or public holiday in London.
Company:	the Rentokil Initial company which places the Order.
Conditions:	these terms and conditions which shall apply to any Contract for the purchase of Goods and/or Services by the Company from the Seller pursuant to an Order.
Contract:	a contract for the sale and purchase of the Goods and/or Services made when an Order is placed by the Company and accepted by the Seller and incorporating these Conditions.
Company Information:	all information relating to the Company and Company Affiliates as applicable, received by or collected by the Seller in connection with a Contract.
Data Processing Agreement:	the data processing agreement applicable to the Seller's processing of personal data in connection with the Goods and/or Services, a link to which is at Schedule 1.
Data Protection Legislation:	has the meaning provided in the Data Processing Agreement.
Delivery Point:	the place where delivery of the Goods or the performance of the Services is to take place as specified by the Company in the Order.
Goods:	any goods agreed in the Contract to be supplied by the Seller to the Company (including any part or parts of them).
Intellectual Property Rights / IPR	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 Company with the Seller which shall be subject to these Conditions.
Packaging:	all forms of packaging used on the Goods including but not limited to bags, cases, carboys, cylinders, drums, pallets and other containers.
Seller:	the person, firm or company to which the Order is addressed and who sells the Goods and/or provides the Services to the Company.
Services:	any services agreed in the Contract to be supplied by the Seller to the Company (including any part or parts of them).

- 1.2 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.3 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of these Conditions.

2. ORDERS

2.1 No terms or conditions endorsed on, delivered with or contained in the Seller's acknowledgement of order, confirmation of order, invoice, specification or other document shall form part of the Contract. The Company will only be liable in respect of Orders placed in accordance with the provisions of these Conditions.

2.2 These Conditions apply to all the Company's purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by the Managing Director of the Company or the Chief Procurement Officer of Rentokil Initial plc ("CPO") or his delegate.

2.3 An acknowledgement or acceptance of an Order must be in writing and shall be deemed to be an offer by the Seller to supply the Goods and/or Services subject to these Conditions and the Order.

2.4 The Company may at any time prior to despatch of the Goods or performance of the Services amend or cancel an Order by written notice to the Seller. If the Company amends or cancels an Order, its liability to the Seller shall be limited to payment to the Seller of all costs reasonably incurred by the Seller in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Seller's failure to comply with its obligations under these Conditions the Company shall have no liability to the Seller in respect of that Order whatsoever.

3. DESCRIPTION

3.1 The quality, quantity and description of the Goods and/or Services shall be as set out in the Company's Order.

3.2 The Goods and Services shall comply with any samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures (including any web based catalogue).

4. DELIVERY AND/OR PERFORMANCE

4.1 The Seller shall deliver each Order to the Delivery Point by the date specified by the Company in the Order.

4.2 The Seller shall not deliver Orders by instalments except with the prior written consent of the Company.

4.3 If an Order is not delivered or performed on the date specified in the Order, or where no date is specified within a reasonable time after the Order, then, without limiting any other right or remedy the Company may have, the Company may at its sole discretion:

- (a) refuse to take any subsequent attempted delivery of the Order;
- (b) terminate the Contract with immediate effect;
- (c) obtain substitute products and or services from another Seller and recover from the Seller any costs and expenses reasonably incurred by the Company in obtaining such substitute products and/or services; and/or
- (d) claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Order on the delivery date,

provided that the Seller shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Company's failure to comply with its obligations under these Conditions.

5. ACCEPTANCE

5.1 The Company 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.

5.2 If any Goods and/or Services delivered to the Company do not comply with the Contract or are otherwise not in conformity with these Conditions, then, without limiting any other right or remedy that the Company may have, the Company may reject those Goods and/or Services and:

- (a) require the Seller to repair or replace the rejected Goods or re-perform the defaulting Services at the Seller's risk and expense in such time frame as the Company may stipulate;

- (b) require the Seller to repay the price of the rejected Goods and/or Services in full (whether or not the Company has previously required the Seller to repair or replace the rejected Goods or re-perform the defaulting Services); and/or
- (c) claim damages for any other costs, expenses or losses resulting from the Seller's delivery of Goods and/or performance of the Services that are not in conformity with the terms of the Order and/or these Conditions.

5.3 The Company's rights and remedies under this clause 5 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with samples implied into these Conditions by the Sale of Goods Act 1979.

5.4 These Conditions shall apply to any repaired or replacement Goods and/or re-performed Services supplied by the Seller.

5.5 If the Seller fails to promptly repair or replace rejected Goods and/or re-perform the defaulting Services in accordance with clause 5.2(a), the Company may, without affecting its rights under clause 5.2(c) obtain substitute products and/or services from a third party Seller, or have the rejected Goods repaired by a third party, and the Seller shall reimburse the Company for the costs it incurs in doing so.

6. RISK AND TITLE

6.1 Risk in and title to any Goods shall pass to the Company on delivery.

7. PRICE

7.1 The price for the Goods and/or Services shall be agreed by the Seller and the Company and shall be exclusive of any value added tax but inclusive of all costs in relation to Packaging, loading, unloading, carriage and insurance.

8. PAYMENT

8.1 The Seller shall invoice the Company upon delivery of the Goods or following completion of the Services. Subject to clauses 8.2 and 8.3, payment shall be made within 60 days of receipt of invoice, to a bank account nominated in writing by the Seller, with cleared funds being in the Seller's bank account no later than 7 Business Days after the expiry of the 60 days (unless the Company agrees otherwise in writing).

8.2 Each invoice must quote the relevant Order number. A failure to do so may delay payment.

8.3 If the Company disputes any invoice or other statement of monies due, the Company shall notify the Seller in writing within 20 Business Days. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Seller shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. The Seller's obligations to supply the Goods and/or Services shall not be affected by any payment dispute.

8.4 If the Company fails to pay an undisputed invoice by the due date the Seller shall provide the Company with 14 days written notice to make payment and the Company shall pay interest on the overdue sum from the end of the 14 day notice period until payment of the overdue sum. Interest under this clause will accrue at 2% per annum above the Bank of England's base rate from time to time. The parties acknowledge and agree that a right to claim interest under this clause is a substantial remedy for late payment and is in substitution for any statutory or other right to claim interest and/or other remedy for late payment pursuant to the Late Payment of Commercial Debts (Interest Act) 1998 or applicable laws.

8.5 The Company shall not be liable to pay any invoice which is submitted more than 6 months after the Goods have been delivered or the Services have been performed.

8.6 The Company reserves the right of set-off or deduct from the charges any payment due from the Seller to the Company under these Conditions.

9. SELLER WARRANTIES

9.1 Where the Order is for or includes any Goods, the Seller warrants, undertakes and represents that (subject to the other provisions of these Conditions) on delivery the Goods shall:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (b) be reasonably fit for purpose;

- (c) be reasonably fit for any particular purpose for which the Goods and/or Services are being bought provided that the Company had made known that purpose to the Seller at the time the Order was placed;
- (d) be free from any encumbrances; and
- (e) the Goods shall (if applicable) have a minimum shelf life of 75% of its maximum.

9.2 The Seller shall not be liable for a breach of any of the warranties in clause 9.1 if:

- (a) the Company makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Company failed to follow the Seller's written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Company alters or repairs such Goods without the written consent of the Seller.

9.3 Subject to clause 9.2, if any of the Goods do not conform with any of the warranties in clause 9.1 the Seller shall at the Company's option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Company shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

9.4 Where the Order is for, or includes any Services, the Seller warrants that the Services shall:

- (a) be performed
 - (i) promptly;
 - (ii) by personnel with appropriate skill and training for the tasks they are to carry out; and
 - (iii) with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services; and
- (b) conform with all descriptions and specifications provided by the Company to the Seller.

9.5 The Seller undertakes warrants and represents on an ongoing basis that:

- (a) the Seller will perform and procure the performance of its obligations under these Conditions and any Order in compliance with all applicable statutory provisions and applicable law. The Seller shall inform the Company immediately upon coming aware of any changes in, or non compliance with such statutory provisions and applicable law;
- (b) it has, and will continue to hold, all consents and regulatory approvals necessary to provide the Services;
- (c) it shall discharge its obligations (including the performance of any Services) under these Conditions 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 Services;
- (d) these Conditions are binding and enforceable against it and it has the capacity and authority to enter into these Conditions; and
- (e) it has all the required stock, consumables, equipment, staff, licences, consents, Intellectual Property Rights and all such other things as may be required to provide the Goods and/or Services.

10. LIMITATION OF LIABILITY

10.1 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 these Conditions;
- (b) any use made or resale by the Company 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 these Conditions or any Order.

10.2 Nothing in these Conditions excludes or limits the liability of either party:

- (a) for death or personal injury caused by the that party's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for that party to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

10.3 Nothing in these Conditions excludes or limits the liability of the Seller under clause 12.3(b) (Intellectual Property Rights), clause 13 (Confidentiality), clause 21 (Anti-Corruption), clause 22 (Business Ethics, Anti-Slavery and Human Trafficking), clause 23 (Sanctions), clause 24 (Tax Evasion), clause 25 (Data Protection, Data Processing and Information Security).

10.4 Subject to clause 10.2 and 10.3:

- (a) the Company'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 Contract, these Conditions and/or any Order shall be limited to 1 times that Contract price or \$5,000 (whichever is the lower);
- (b) 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 the Contract.

However, the Company is prepared to vary the limit of its liability in any Contract subject to agreement with the Seller on a reduction to the price of the Goods and/or Services to take account of the increased risk to the Company. Any such variation must be in writing and signed by and on behalf of both parties.

11. INSURANCE

11.1 The Seller warrants that it has and shall maintain, at its sole cost and expense and for the duration of these Conditions and for a period of 7 years thereafter, such insurance as is necessary to cover its liability under these Conditions, in each case in accordance with good industry practice to insure the Company against any and all manner of risks that may arise as a result of the Seller's acts or omissions, including in particular (and without limitation):

- (a) Public liability insurance with a minimum limit of indemnity of \$5,000,000 per claim;
- (b) Product liability insurance with a minimum limit of indemnity of \$5,000,000 per claim;
- (c) Cyber liability insurance with a minimum limit of indemnity of \$5,000,000 per claim; and
- (d) Employer's liability insurance with a minimum level of indemnity of \$10,000,000 per claim.

11.2 The insurance to which clause 11.1 refers shall be taken out with a reputable insurer and a copy of the policy shall be produced for inspection by the Company upon the Company's request.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 In relation to the Company Information:

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

12.2 The Seller hereby assigns with full title guarantee, all right title and interest (legal and beneficial) in such Goods and Services along with all present and future IPR which shall automatically vest in the Company. The Company and its licensors shall retain ownership of all IPRs in the Goods and Services.

12.3 The Seller:

- (a) warrants, undertakes and represents that the receipt and use of the Goods and Services by the Company and Company Affiliates shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
- (b) shall indemnify the Company and Company 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 Company arising out of or in connection with any claim brought against the Company 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/or Services.

12.4 To the extent that any Goods or Services (or any part of them) contain any Intellectual Property Rights owned by the Seller or its licensors prior to the date of a Contract or developed independently of a Contract ("Background IPR"), the Seller grants to the Company and its Affiliates a perpetual, irrevocable, royalty-free, non-exclusive, worldwide licence to use, copy, modify and sub-license such Background IPR to the extent reasonably necessary for the Company and its Affiliates to receive, use and enjoy the full benefit of the Goods and Services.

13. CONFIDENTIALITY

13.1 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 13.2. Company's confidential information includes Company Information.

13.2 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 a Contract. 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 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 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 a Contract.

14. TERMINATION

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

- (a) the other party commits a material breach of any term of these Conditions 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 these Conditions 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 these Conditions;
- (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 123 of the Insolvency Act 1986;
- (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 administrator, or if a notice of intention to appoint an administrator is given or if an administrator 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 14.1(c) to clause 14.1(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.

14.2 The Company may terminate these Conditions, any Contract and/or Order for convenience by giving 30 days written notice to the Seller.

14.3 Upon termination or expiry of these Conditions, any Contract and/or Order, the Seller shall provide all reasonable assistance and information to the Company (and any replacement supplier) to ensure the orderly transfer of the Services, including returning all Company data and property immediately.

15. ASSIGNMENT

15.1 The Company may assign the Contract or any part of it to any person, firm or company.

15.2 The Seller shall not be entitled to assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract or any part of it without the prior written consent of the CPO.

16. VARIATIONS

16.1 The Company may vary these Conditions at any time provided that:

- (a) it notifies the Seller in writing of such variation; and
- (b) any such variation shall not apply to an Order placed prior to notification of such variation to the Seller

17. NOTICES

17.1 Any notice given to a party under or in connection with a Contract shall be in writing and shall be delivered by pre-paid first-class post or other next Business Day delivery service at that party's registered office, for the attention of:

Company: *The Group General Counsel & Company Secretary at the registered office address of the Company as updated from time to time, with a copy to group-legal@rentokil-initial.com, such copy shall not constitute notice.*

Seller: *The registered office address.*

18. FORCE MAJEURE

18.1 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods it has ordered from the Seller (without liability to the Seller) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Seller shall be entitled to give notice in writing to the Company to terminate the Contract.

19. GENERAL

19.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

19.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Company shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

19.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

19.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

19.7 The Seller shall not make any public announcement or issue any press release regarding these Conditions, any Contract and/or any Order or use the Company's name, logo, brand or trademarks in any marketing, promotion or publicity materials (including on any website, social media or customer list) without the prior written consent of the Company.

20. COMMUNICATIONS

20.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by e-mail:

- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Seller by the Company; or
- (b) (in the case of the communications to the Seller) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Seller as notified by the Seller to the Company.

20.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by e-mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

20.3 Communications addressed to the Company shall be marked for the attention of the Company Secretary.

21. ANTI-CORRUPTION

21.1 The Seller shall:

- (a) to the extent applicable, comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the OECD Convention on Bribery, in each case as may be amended from time to time, and any anti-bribery and anti-corruption laws or regulations of any relevant country (collectively, the "**Anti-Corruption Laws**");
- (b) agree that in connection with its activities under these Conditions, it shall not, nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorise the giving of anything of value, or offer, promise, make, or authorise the making of any bribe, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any person, including but not limited to government officials, in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of that person;
- (c) have and maintain, throughout the term of these Conditions, policies and procedures designed to ensure compliance with Anti-Corruption Laws and will implement and enforce those policies and procedures where appropriate;
- (d) promptly report to the Company any request or demand for any bribe or other unlawful payment received by the Seller in connection with the performance of these Conditions and/or any Contract;
- (e) immediately notify the Company if a government official becomes its director or officer or acquires a controlling interest in the Seller; and

21.2 The Company shall have the right to immediately suspend or terminate these Conditions, any Contract and/or Order upon written notice to the Seller in the event the Seller has engaged in conduct that violates Anti-Corruption Laws or violates this clause of these Conditions.

22. BUSINESS ETHICS, ANTI-SLAVERY AND HUMAN TRAFFICKING

22.1 The Seller shall establish and maintain appropriate business standards, procedures and controls to ensure compliance with the Company's Supplier Code of Conduct (which can be found at: <https://www.rentokil-initial.com/responsible-delivery/ri-supplier-code-of-conduct.aspx>) (the "**Supplier Code of Conduct**") and also with all environmental regulations, labour laws and best practice in the Seller's industry.

22.2 The Seller shall:

- (a) carefully review and ensure compliance with the Company's Supplier Code of Conduct; and
- (b) ensure that the Company's Supplier Code of Conduct is publicised to all of the Seller's employees, directors, subcontractors and suppliers and that they all comply with the provisions of same.

22.3 The Seller shall:

- (a) comply with all anti-slavery and human trafficking laws, statutes, regulations and codes (including, but not limited to, the UK's Modern Slavery Act 2015), to the extent applicable to the relevant party (collectively, the "**Anti-Slavery Laws**");
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
- (c) represent that it does not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti-Slavery Laws;
- (d) have and maintain, throughout the term of these Conditions, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties; and
- (e) promptly report to the Company any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties.

22.4 The Company shall have the right to terminate these Conditions, any Contract and/or Order with immediate effect by giving written notice to the Seller if the Seller commits a breach of the Anti-Slavery Laws or violates this clause of these Conditions.

22.5 At all times the Seller shall indemnify the Company against any loss or damage suffered by the Company in relation to any breach by the Seller of its obligations under this clause 22, and any limitation of liability set out in clause 10 shall not apply to the Seller's indemnity under this clause.

23. SANCTIONS

23.1 The Seller shall:

- (a) comply (and shall continue to comply) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "**Sanctions**") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "**Sanctions Authority**");
- (b) represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or enforcement action (including the imposition of fines or penalties) by any Sanctions Authority;
- (c) represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "**Sanctions List**");
- (d) represent that it is not owned or controlled by a person on a Sanctions List and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions;
- (e) have and maintain adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures; and
- (f) promptly report to the Company in writing of any potential, suspected or actual breach of this clause.

23.2 The Company shall have the right to immediately suspend or terminate these Conditions with immediate effect by giving written notice if the Seller becomes a subject of Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of these Conditions.

23.3 At all times the Seller shall indemnify the Company against any loss or damage suffered by the Company in relation to any breach by the Seller of its obligations under this clause 23, and any limitation of liability set out in clause 10 shall not apply to the Seller's indemnity under this clause.

24. TAX EVASION

24.1 The Seller represents, warrants and undertakes that it shall at all times comply with all applicable laws, regulations, and guidance relating to the prevention of tax evasion, including but not limited to the Criminal Finances Act 2017 (UK) and any equivalent legislation in any relevant jurisdiction.

24.2 At all times the Seller shall indemnify the Company against any loss or damage suffered by the Company in relation to any breach by the Seller of its obligations under this clause 24, and any limitation of liability set out in clause 10 shall not apply to the Seller's indemnity under this clause.

24.3

25. DATA PROTECTION, DATA PROCESSING AND INFORMATION SECURITY

25.1 Each party is responsible for complying with any obligations applying to it under applicable data protection privacy laws and regulations and the parties shall comply with the Data Processing Agreement set out in Schedule 1 in connection with any Personal Data (as defined in the Data Processing Agreement) made available by the Company to the Seller in connection with these Conditions.

25.2 At all times the Seller shall indemnify the Company against any loss or damage suffered by the Company in relation to any breach by the Seller of its obligations under this clause 25 and any applicable Data Protection Legislation, and any limitation of liability set out in clause 10 shall not apply to the Seller's indemnity under this clause.

25.3 At all times the Seller shall indemnify the Company against any loss or damage suffered by the Company in relation to any breach or failure by the Seller in relation to its obligations under any applicable information security legislation or framework, and the Seller shall maintain an information security management framework which shall at all times ensure compliance with ISO 27001.

26. RECORDS AND AUDIT

26.1 The Company shall have the right either for itself or through its appointed representatives to enter the Seller's premises to confirm that the Seller is complying with its obligations under these Conditions including (but not limited to):

- (a) auditing the facilities and the equipment used by the Seller for the delivery of the Goods and/or Services;
- (b) inspecting and taking samples of any materials, packaging and Goods; and
- (c) taking copies of any records relating to the above.

26.2 Audits and inspections carried out pursuant to this clause 26 shall be carried out during business hours on reasonable notice to the Seller. The Seller shall maintain such records for a period of 7 years following the termination or expiry of a Contract.

26.3 The Seller shall, at its own cost, provide reasonable assistance to the Company in carrying out the audits and inspections referred to above.

26.4 The Company shall pay the costs of any third party auditor or inspector used to carry out the audits and inspections referred to above save that if the audit reveals that the Seller is in breach of its obligations under these Conditions then the Seller shall reimburse the Company for the costs of the third party auditor or inspector.

27. ENTIRE AGREEMENT

27.1 These Conditions constitute 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.

28. GOVERNING LAW AND JURISDICTION

28.1 These Conditions and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of the country pursuant to which the Company is registered.

28.2 The parties to these Conditions agree that the courts of the country pursuant to which the Company is registered shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions or its subject matter.

Schedule 1 – Data Processing Agreement

https://rentokil-initial.eu1.adobesign.com/public/esignWidget?wid=CBFCIBAA3AAABLbIqZhDQD09xbFKJM C9jCwgShMul-3MU-Ywl-b-4wPArgb_X-RFZJyiGU8hd6kJ35qRy86qs*