

## **Monek Group Limited Standard Terms and Conditions for Suppliers**

### **1. Definitions**

- 1.1. "Company" refers to Monek Group Limited and all wholly owned subsidiaries.
- 1.2. "Supplier" refers to the entity providing goods or services to the Company.
- 1.3. "Agreement" refers to the contract between the Company and the Supplier.
- 1.4. "Goods" and "Services" refer to the products and/or services provided by the Supplier to the Company.
- 1.5. "Confidential Information" refers to any non-public information disclosed by either party to the other in connection with the Agreement.
- 1.6. "Data Protection Laws" refers to all applicable data protection and privacy legislation in force from time to time in the UK, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- 1.7. "Personal Data" has the meaning set out in the Data Protection Laws.
- 1.8. "Controller," "Processor," "Data Subject," "Processing," and "Personal Data Breach" have the meanings ascribed to them in the Data Protection Laws.

### **2. Scope of Work**

- 2.1. The Supplier agrees to provide Goods and/or Services as described in the Purchase Order or Service Agreement issued by the Company.
- 2.2. Any changes to the scope of work must be agreed upon in writing by both parties.

### **3. Purchase Orders**

- 3.1. A Purchase Order will be issued by the Company for all Goods and Services required.
- 3.2. The Supplier must acknowledge receipt of the Purchase Order within 14 business days.
- 3.3. The terms and conditions in the Purchase Order shall prevail in the event of any conflict with these standard terms.

### **4. Pricing and Payment**

- 4.1. Prices for Goods and Services shall be as stated in the Purchase Order.
- 4.2. The Supplier shall issue invoices to the Company upon delivery of Goods or completion of Services.
- 4.3. Payment terms are net 30 days from the date of receipt of a correct and undisputed invoice.
- 4.4. The Company reserves the right to withhold payment for Goods or Services not provided in accordance with the Agreement.

### **5. Delivery of Goods and Services**

- 5.1. The Supplier shall deliver Goods and Services by the dates specified in the Purchase Order.
- 5.2. Time is of the essence in the delivery of Goods and Services.
- 5.3. The Company reserves the right to reject Goods and Services delivered after the specified date or not in accordance with the Agreement.

### **6. Warranties**

- 6.1. The Supplier warrants that all Goods and Services provided:
  - a. Conform to the specifications, drawings, samples, or other descriptions furnished by the Company.
  - b. Are free from defects in material and workmanship.
  - c. Comply with all applicable laws and regulations.
- 6.2. The warranty period shall be 12 months from the date of acceptance by the Company.

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## 7. Compliance with Data Protection Laws

7.1. Both parties shall comply with all applicable requirements of the Data Protection Laws. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Laws.

7.2. The Supplier shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction, or damage and the nature of the data to be protected.

## 8. Data Processing

8.1. The parties acknowledge that, for the purposes of the Data Protection Laws, the Company is the Controller, and the Supplier is the Processor of any Personal Data provided by the Company.

8.2. The Supplier shall only Process Personal Data on the documented instructions of the Company unless required to do so by law. The Supplier shall promptly notify the Company of such legal requirement before Processing unless prohibited by law.

8.3. The Supplier shall assist the Company in ensuring compliance with its obligations under the Data Protection Laws, including with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators.

## 9. Sub Processing

9.1. The Supplier shall not appoint any third party to Process Personal Data ("Sub processor") without the prior written consent of the Company.

9.2. Where the Supplier engages a Sub processor, it shall do so under a written contract that imposes the same data protection obligations as are set out in this Agreement, particularly providing sufficient guarantees to implement appropriate technical and organisational measures.

9.3. The Supplier shall remain fully liable to the Company for the performance of the Sub processor's obligations.

## 10. Data Subject Rights

10.1. The Supplier shall assist the Company, by appropriate technical and organisational measures, in fulfilling the Company's obligations to respond to requests from Data Subjects to exercise their rights under the Data Protection Laws.

10.2. The Supplier shall promptly notify the Company if it receives any request from a Data Subject under any Data Protection Law concerning the Personal Data and shall not respond to such request except on the documented instructions of the Company or as required by law.

## 11. Personal Data Breach

11.1. The Supplier shall notify the Company without undue delay upon becoming aware of a Personal Data Breach, providing the Company with sufficient information to allow it to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

11.2. The Supplier shall co-operate with the Company and take such reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

## 12. Data Protection Impact Assessments and Prior Consultation

12.1. The Supplier shall provide reasonable assistance to the Company with any data protection impact assessments which are required under Article 35 of the UK GDPR and with any prior consultations to any Supervisory Authority of the Company which are required under Article 36 of the UK GDPR, in each case solely in relation to Processing of Personal Data by the Supplier on behalf of the Company and taking into account the nature of the Processing and information available to the Supplier.

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### 13. Data Deletion or Return

13.1. At the written direction of the Company, the Supplier shall delete or return Personal Data and copies thereof to the Company on termination of the Agreement unless required by law to store the Personal Data.

13.2. The Supplier shall certify in writing that it has complied with this clause 13 within 30 days of the termination of the Agreement.

### 14. Audits and Inspections

14.1. The Supplier shall make available to the Company all information necessary to demonstrate compliance with the obligations laid down in these terms and allow for and contribute to audits, including inspections, conducted by the Company or another auditor mandated by the Company.

14.2. The Supplier shall immediately inform the Company if, in its opinion, an instruction infringes the Data Protection Laws.

### 15. International Data Transfers

15.1. The Supplier shall not transfer any Personal Data outside the UK or the European Economic Area (EEA) without the prior written consent of the Company and only where appropriate safeguards are in place in accordance with Data Protection Laws.

### 16. Indemnity

16.1. The Supplier shall indemnify, defend, and hold harmless the Company from any claims, damages, liabilities, and expenses arising from:

- a. The Supplier's breach of the Agreement.
- b. Any claim that the Goods or Services infringe any patent, copyright, trademark, or other intellectual property right.

### 17. Compliance with Anti-Bribery Laws

17.1. The Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act 2010, and any other relevant local laws and regulations.

17.2. The Supplier shall not engage in any form of bribery, including offering, promising, giving, requesting, or accepting any undue advantage, whether directly or indirectly, to or from any public official, private individual, or entity in order to obtain or retain business or secure any improper advantage.

### 18. Prohibition of Improper Payments

18.1. The Supplier shall not, either directly or indirectly, offer, promise, give, solicit, or accept any bribes, kickbacks, or other forms of improper payments to or from any person or entity, including but not limited to government officials, political parties, or private individuals.

18.2. The Supplier shall ensure that its employees, agents, subcontractors, and other representatives comply with this anti-bribery policy.

### 19. Gifts and Hospitality

19.1. The Supplier shall not offer or accept gifts, hospitality, or other benefits that could influence or appear to influence the decision-making process of the Company or any third party.

19.2. Any gifts or hospitality provided or received must be reasonable, proportionate, and made in good faith.

### 20. Facilitation Payments

20.1. The Supplier shall not make or accept any facilitation payments, which are payments made to expedite or secure the performance of a routine governmental action.

20.2. If the Supplier is requested to make a facilitation payment, it must immediately report the request to the Company.

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## 21. Reporting and Whistleblowing

21.1. The Supplier must promptly report any suspected or actual violations of this anti-bribery policy to the Company.

21.2. The Supplier shall provide mechanisms for its employees, agents, and subcontractors to report any suspected or actual bribery or corruption and ensure that such reports can be made without fear of retaliation.

## 22. Training and Awareness

22.1. The Supplier shall ensure that its employees, agents, subcontractors, and other representatives receive appropriate training on anti-bribery and anti-corruption laws and policies.

22.2. The Supplier shall maintain accurate records of such training and make them available to the Company upon request.

## 23. Record Keeping and Audits

23.1. The Supplier shall maintain accurate and complete records of all transactions and expenses in accordance with applicable laws and accepted accounting principles.

23.2. The Company reserves the right to audit the Supplier's records and practices to ensure compliance with this anti-bribery policy.

## 24. Consequences of Breach

24.1. Any breach of this anti-bribery policy by the Supplier shall be considered a material breach of the Agreement, entitling the Company to terminate the Agreement with immediate effect.

24.2. The Supplier shall indemnify and hold the Company harmless from and against any and all claims, damages, fines, penalties, and expenses arising out of or in connection with any breach of this anti-bribery policy.

## 25. Certification

25.1. The Supplier shall certify its compliance with this anti-bribery policy annually or upon request by the Company.

25.2. The Supplier agrees to cooperate fully with any investigation conducted by the Company, or any third party appointed by the Company regarding compliance with this anti-bribery policy.

## 26. Amendments and Updates

26.1. The Company reserves the right to amend or update this anti-bribery policy from time to time.

26.2. The Supplier shall ensure that it reviews and complies with the most current version of this policy.

## 27. Confidentiality

27.1. Both parties agree to keep all Confidential Information disclosed during the course of the Agreement confidential.

27.2. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party.

27.3. These confidentiality obligations shall survive the termination of the Agreement.

## 28. Intellectual Property

28.1. All intellectual property rights in any materials provided by the Company to the Supplier shall remain the property of the Company.

28.2. Any intellectual property developed by the Supplier specifically for the Company under the Agreement shall be the property of the Company.

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## 29. Limitation of Liability

29.1. Neither party shall be liable to the other for any indirect, incidental, or consequential damages arising out of or in connection with the Agreement.

29.2. The total liability of either party for any claim arising out of or in connection with the Agreement shall not exceed the total amount paid or payable by the Company under the Agreement.

## 30. Termination

30.1. Either party may terminate the Agreement for convenience with 90 days written notice to the other party.

30.2. Either party may terminate the Agreement for cause if the other party breaches any material term and fails to remedy the breach within 14 days of receiving written notice.

## 31. Force Majeure

31.1. Neither party shall be liable for any delay or failure to perform its obligations under the Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes, or government regulations.

## 32. Governing Law and Dispute Resolution

32.1. The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

32.2. Any disputes arising out of or in connection with the Agreement shall be resolved through negotiation. If unresolved, disputes shall be settled by binding arbitration in England, in accordance with the rules of London Court of International Arbitration [LCIA].

## 33. Miscellaneous

33.1. The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

33.2. Any amendments to the Agreement must be in writing and signed by both parties.

33.3. The Supplier may not assign or transfer its rights or obligations under the Agreement without the prior written consent of the Company.

33.4. If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

All Purchase Orders for Monek Group Limited and any of its subsidiaries are subject to the above terms and conditions.

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