

EAKIN HEALTHCARE

GENERAL TERMS

(SUPPLY OF GOODS AND SERVICES)

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms, the following definitions apply:

Affiliate	in relation to a party, any entity which from time to time directly or indirectly Controls, is Controlled by, or is under common Control with that party.
Applicable Laws	all laws, statutes, regulations, regulatory requirements, binding codes, sanctions, permits and legally binding directions applicable to a party, the Goods, the Services or the Contract.
Business Day	a day other than a Saturday, Sunday or public holiday in Northern Ireland on which banks in Belfast are open for business.
Commencement Date	the date on which the Contract comes into existence under clause 2.2, unless a different date is expressly stated in the Purchase Order or Framework Agreement.
Contract	the contract between the Customer and the Supplier for the supply of Goods and/or Services, comprising the documents identified in clause 2.4.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and change of Control shall be construed accordingly.
Customer	the Eakin Healthcare group entity identified in the Purchase Order as purchasing the Goods and/or Services from the Supplier.
Customer Group	the Customer and each of its Affiliates.
Customer Materials	all materials, equipment, tools, tooling, moulds, drawings, plans, specifications, prototypes, software, data, documents and information supplied by or on behalf of the Customer, procured at the Customer's cost, or created specifically for the Customer in performing the Contract, excluding Supplier Background IPR.
Data Protection Legislation	all applicable laws relating to privacy, data protection and the processing of personal data, including the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025, in each case as amended, supplemented or replaced, and the EU GDPR to the extent applicable.
Deliverables	all documents, products, materials, data, software, reports, designs, drawings, specifications and other deliverables developed or supplied by the Supplier as part of the Services, including drafts.
Delivery Location	the location specified in the Purchase Order or otherwise notified by the Customer under clause 4.2.
Framework Agreement	any written framework, master supply or similar agreement between the Customer (or a Customer Affiliate) and the Supplier which expressly applies to the relevant supply.
General Terms	these Eakin Healthcare General Terms (Supply of Goods and Services), as amended only in accordance with the Contract.
Goods	the goods (or any part of them) set out in the Purchase Order, including associated packaging, documentation and Deliverables.
Goods Specification	any specification, drawing, sample, standard, approved material, quality requirement or other

Intellectual Property Rights

requirement for the Goods agreed in writing or referred to in the Purchase Order, Framework Agreement or applicable Quality Agreement. patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names, domain names, design rights, database rights, rights in software, rights in confidential information, know-how and trade secrets, and all similar rights anywhere in the world, whether registered or unregistered, including applications, renewals and extensions.

Purchase Order

the Customer's purchase order or other written order for Goods and/or Services.

Quality Agreement

any quality, technical, regulatory or similar agreement expressly applicable to the Goods and/or Services.

Services

the services, including Deliverables, to be provided by the Supplier as set out in the Purchase Order, Service Specification or Framework Agreement.

Service Specification

the description, specification, service level or other requirement for the Services agreed in writing or referred to in the Purchase Order or Framework Agreement.

Supplier

the person or entity from whom the Customer purchases the Goods and/or Services.

Supplier Background IPR

Intellectual Property Rights owned by or licensed to the Supplier before the Commencement Date, or developed independently of the Contract and not specifically for the Customer.

UK GDPR

Regulation (EU) 2016/679 as it forms part of domestic law of the United Kingdom, as amended from time to time.

1.2 In these General Terms:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors and permitted assigns;

1.2.3 a reference to legislation includes that legislation as amended, extended, re-enacted or replaced and any subordinate legislation made under it;

1.2.4 words such as including, include, in particular and for example are illustrative and do not limit the preceding words;

1.2.5 writing includes email unless the Contract expressly requires signature or a formal notice; and

1.2.6 a reference to a clause is to a clause of these General Terms unless stated otherwise.

2. BASIS OF CONTRACT AND ORDER OF PRECEDENCE

2.1 Each Purchase Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with the Contract. Any quotation or proposal of the Supplier is incorporated only to the extent expressly identified in the Purchase Order and only as to scope, specification or price; no Supplier terms and conditions are incorporated.

2.2 A Purchase Order is accepted, and a Contract comes into existence, on the earlier of: (a) the Supplier issuing written acceptance; (b) the Supplier commencing performance or taking any step consistent with fulfilling the Purchase Order; or (c) the Supplier accepting payment or other consideration in connection with the Purchase Order.

2.3 The Contract applies to the exclusion of any terms that the Supplier seeks to impose or incorporate, including terms in quotations, acknowledgements, order confirmations, portals, websites, invoices, delivery notes or other documents. The Customer's receipt, use or payment for Goods or Services, or failure to object to Supplier terms, shall not constitute acceptance of those terms.

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

2.4 Unless a Framework Agreement expressly provides otherwise, the following order of precedence applies in the event of inconsistency:

- the applicable Framework Agreement;
- the applicable Quality Agreement, but only in relation to quality, technical and regulatory matters within its scope;
- the Purchase Order, but only where it expressly identifies the provision it is intended to vary or override;
- the Goods Specification and/or Service Specification; and
- these General Terms.

2.5 The Supplier shall not rely on any forecast, estimate or indication of future requirements as a commitment by the Customer. Unless expressly stated in a Framework Agreement or Purchase Order, the Customer gives no minimum purchase, volume, spend or exclusivity commitment and may source equivalent goods or services from any third party.

2.6 All provisions of the Contract apply to both Goods and Services except where their application is expressly limited.

3. SUPPLY OF GOODS

3.1 The Supplier warrants that the Goods shall:

3.1.1 correspond with their description, the Purchase Order and the Goods Specification;

3.1.2 be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, whether expressly or by implication, and the Customer relies on the Supplier's skill and judgement;

3.1.3 where manufactured products, be free from defects in design, materials and workmanship and remain so for the longer of: (a) 24 months after delivery; (b) any longer manufacturer or Supplier warranty; and (c) any agreed shelf-life or other period expressly stated in the Purchase Order, Specification or Quality Agreement;

3.1.4 comply with all Applicable Laws and applicable industry standards relating to their design, manufacture, conformity assessment, labelling, packaging, storage, handling, transport and delivery;

3.1.5 be accompanied by all certificates, declarations, analysis, traceability records, instructions, safety data and other documentation required by Applicable Laws, the Goods Specification, Quality Agreement or Purchase Order; and

3.1.6 be new and unused unless the Customer has expressly agreed otherwise in writing.

3.2 Where applicable to the Goods or required by a Quality Agreement, the Supplier shall not, without the Customer's prior written approval, make any change to raw materials, components, formulation, design, manufacturing process, manufacturing equipment, tooling, approved subcontractor, source of supply, manufacturing location, packaging or other matter which may reasonably affect the Goods, their quality, regulatory status, validation, performance, continuity of supply or cost. Any approved change remains subject to applicable change-control procedures.

3.3 The Supplier shall at all times maintain all licences, registrations, approvals, permits and authorisations required to manufacture and supply the Goods and shall promptly notify the Customer of any actual or threatened suspension, restriction, withdrawal or material investigation affecting them.

3.4 The Customer may inspect and test the Goods, manufacturing records and relevant facilities before or after delivery. Any inspection, testing, approval or failure to inspect does not relieve the Supplier of any obligation or liability.

3.5 If the Customer considers that Goods do not comply or are unlikely to comply with the Contract, the Supplier shall immediately take all remedial action reasonably required by the Customer, including segregation, rework, replacement, investigation and corrective or preventive action.

3.6 The Customer may conduct further inspections and tests after remedial action and the Supplier shall provide reasonable access and cooperation.

4. DELIVERY OF GOODS, TITLE AND RISK

4.1 The Supplier shall ensure that the Goods are properly packed, labelled and secured so that they reach the Delivery Location in good condition and in compliance with the Contract and Applicable Laws. Each delivery shall include a delivery note showing the Purchase Order number, description, quantity, batch or lot details where applicable, special storage instructions and any other information reasonably required by the Customer.

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

4.2 The Supplier shall deliver the Goods on the date or within the period specified in the Purchase Order, or if none is specified, within 8 weeks of the Purchase Order; to the Delivery Location; and during the Customer's normal business hours or as otherwise instructed. Time is of the essence in relation to delivery dates.

4.3 Delivery is completed only when the Goods have been unloaded at the Delivery Location and all required delivery documentation has been supplied.

4.4 The Supplier shall not deliver a quantity different from that stated in the Purchase Order without the Customer's prior written consent. The Customer may reject any excess or short delivery, or accept it subject to a pro rata price adjustment, without prejudice to any other right or remedy.

4.5 The Supplier shall not deliver by instalments unless the Purchase Order permits this or the Customer agrees in writing. Failure or defect in any instalment entitles the Customer to exercise its remedies in respect of that instalment and, where material, the Contract as a whole.

4.6 Risk in the Goods passes to the Customer on completion of delivery. Title to the Goods passes to the Customer on the earlier of: (a) payment for those Goods; and (b) completion of delivery. Where title passes before delivery, the Supplier shall clearly identify the Goods as Customer property, keep them segregated, adequately insured and free from any lien, charge or encumbrance, and shall not use or dispose of them other than to perform the Contract.

4.7 Any tooling, raw materials, work in progress or other items paid for by the Customer shall become the Customer's property on payment and shall be held by the Supplier on the same basis as clause 4.6.

5. SUPPLY OF SERVICES

5.1 The Supplier shall provide the Services from the Commencement Date or other date stated in the Purchase Order and for the duration of the Contract in accordance with the Contract.

5.2 The Supplier shall meet all performance dates and service levels specified in the Contract. Time is of the essence in relation to any date stated to be critical or where delay would reasonably affect the Customer's operations, regulatory obligations or customers.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with the Customer and comply with the Customer's reasonable instructions;

5.3.2 perform the Services with the degree of care, skill, diligence and professional competence reasonably expected of a leading supplier of comparable services and in accordance with good industry practice;

5.3.3 use suitably qualified, skilled and experienced personnel in sufficient numbers;

5.3.4 ensure the Services and Deliverables conform to the Service Specification and are fit for any purpose expressly made known to the Supplier;

5.3.5 provide all equipment, tools, systems and resources required to perform the Services unless the Contract states otherwise;

5.3.6 ensure that goods and materials used in or transferred as part of the Services are of good quality and free from defects;

5.3.7 obtain and maintain all licences, permissions, consents and approvals required for the Services;

5.3.8 comply with the Customer's health, safety, security, information-security and site rules when accessing Customer premises, systems or information;

5.3.9 hold Customer Materials in safe custody at its own risk, maintain them in good condition and use them only for the Contract;

5.3.10 not do or omit anything which may cause the Customer or a Customer Affiliate to lose or breach a licence, authorisation, regulatory approval or legal obligation; and

5.3.11 comply with all other obligations stated in the Purchase Order, Framework Agreement or Service Specification.

5.4 The Customer shall provide such reasonable access to premises and information as is reasonably necessary for the Services, subject to the Customer's security, confidentiality and operational requirements.

6. CUSTOMER REMEDIES, RECALLS AND DELAY

6.1 If the Supplier fails to deliver Goods or perform Services by the applicable date, or otherwise fails to comply with the Contract, the Customer may, without limiting any other right or remedy:

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

- 6.1.1** terminate all or part of the Contract with immediate effect;
- 6.1.2** reject or refuse any subsequent or attempted performance;
- 6.1.3** obtain substitute goods or services and recover the resulting reasonable additional costs from the Supplier;
- 6.1.4** require repayment of sums paid in advance for undelivered Goods or unperformed Services;
- 6.1.5** require repair, replacement, re-performance or other remedial action at the Supplier's cost; and
- 6.1.6** recover losses, costs and expenses caused by the Supplier's breach, subject to the Contract and applicable law.

6.2 If Goods or Services are late, the Customer may claim or deduct liquidated damages equal to 5% of the price of the delayed Goods or Services for each completed week of delay, capped at 20% of that price. The parties acknowledge that the Customer has a legitimate interest in timely supply and that this remedy is intended to protect that interest. Liquidated damages are without prejudice to the Customer's other rights and remedies, but the Customer shall not recover twice for the same loss.

6.3 If Goods do not comply with clause 3.1, the Customer may reject them in whole or in part whether or not title has passed, return them at the Supplier's risk and expense, require repair or replacement, obtain a refund, obtain substitutes and recover resulting reasonable costs and losses. These rights apply to repaired or replacement Goods and to remedial or re-performed Services.

6.4 If any Goods or Deliverables are or may be unsafe, defective, non-compliant or subject to a withdrawal, field safety action, recall or other corrective action, the Supplier shall immediately notify the Customer and cooperate fully with all investigation, traceability, notification, corrective and regulatory activities. To the extent the action arises from Supplier breach, defect, negligence, unauthorised change or non-compliance, the Supplier shall bear the Customer Group's reasonable costs of investigation, containment, notification, retrieval, transport, replacement, rework, destruction and regulatory response.

6.5 The Customer's rights and remedies are cumulative and in addition to rights and remedies available by statute and common law.

7. CUSTOMER OBLIGATIONS

7.1 The Customer shall provide reasonable access and information reasonably necessary for the Supplier to perform the Services, provided that the Customer is not required to disclose information or grant access which it reasonably considers unnecessary, insecure, legally restricted or commercially sensitive.

8. CHARGES, PRICING AND PAYMENT

8.1 The price for Goods and charges for Services shall be those stated in the Purchase Order or applicable Framework Agreement and, unless expressly agreed otherwise, include all packaging, insurance, carriage, duties, travel, expenses, overheads and other costs of the Supplier.

8.2 No price or charge may be increased, and no surcharge or additional fee may be imposed, unless expressly agreed in writing by an authorised representative of the Customer. No increase applies retrospectively or to a Purchase Order already accepted unless the Customer expressly agrees otherwise.

8.3 Unless the Purchase Order states otherwise, the Supplier may invoice Goods only after completion of delivery and Services only after completion of the relevant Services or agreed milestone.

8.4 Each invoice shall be accurate and include the Purchase Order number, a clear description of the Goods or Services, quantities, applicable taxes and all supporting information reasonably required by the Customer. An invoice is not correctly rendered until these requirements are met.

8.5 Unless the Purchase Order or applicable Framework Agreement states otherwise, the Customer shall pay a correctly rendered and undisputed invoice within 45 days of receipt, to a bank account notified and verified in accordance with the Customer's payment-control procedures.

8.6 All amounts are exclusive of VAT unless stated otherwise. The Customer shall pay VAT properly chargeable on receipt of a valid VAT invoice.

8.7 The Supplier shall not suspend delivery or performance because of a disputed amount or late payment unless the Customer has failed to pay an undisputed amount for more than 30 days after receiving written notice specifying the overdue amount and the Supplier's intention to suspend.

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

8.8 Unless the Framework Agreement provides otherwise, the Supplier warrants that the commercial terms offered to the Customer are no less favourable, on a like-for-like basis, than those offered to a comparable customer purchasing materially similar Goods or Services in materially similar volumes and circumstances. The Supplier shall promptly notify the Customer of materially more favourable terms and, where appropriate, offer an equivalent adjustment. In assessing comparability, relevant differences may include volume commitment, geography, product mix, specification, currency, freight, payment terms, contract duration and other objectively material factors.

8.9 The Supplier shall maintain complete and accurate records reasonably sufficient to verify invoices, time and materials charges, rebates, agreed pricing mechanisms and compliance with clause 8.8, and shall permit the Customer or its professional adviser to inspect relevant records on reasonable notice, subject to appropriate confidentiality safeguards.

8.10 The Customer may set off any amount owed by the Supplier or any Supplier Affiliate to the Customer or a Customer Affiliate against any amount payable by the Customer to the Supplier, whether present or future, liquidated or unliquidated and whether arising under the Contract or otherwise, to the extent permitted by law.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The Supplier warrants that it has full, clear and unencumbered title to the Goods and Deliverables and all rights necessary to supply them and grant the rights contemplated by the Contract.

9.2 Customer Materials are and remain the exclusive property of the Customer. The Supplier shall hold them safely, keep them identifiable and in good condition, and shall not use, copy, dispose of or permit any lien over them except as necessary to perform the Contract.

9.3 To the extent Deliverables or other materials are created specifically for the Customer in performing the Contract (Foreground IPR), the Supplier hereby assigns to the Customer with full title guarantee, by way of present assignment of present and future rights, all Intellectual Property Rights in the Foreground IPR immediately on creation.

9.4 The Supplier shall procure waivers of moral rights in the Foreground IPR to the fullest extent permitted by law and shall execute, and procure execution of, any documents reasonably required to perfect the Customer's title.

9.5 Supplier Background IPR remains vested in the Supplier or its licensors. To the extent Supplier Background IPR is incorporated in or necessary to use, maintain, modify, repair, reproduce or obtain the full benefit of the Goods, Deliverables or Services, the Supplier grants the Customer Group a perpetual, irrevocable, worldwide, transferable, royalty-free licence, with the right to sub-license for the Customer Group's business purposes, to do those acts.

9.6 Customer Intellectual Property Rights made available to the Supplier are licensed on a revocable, non-exclusive, non-transferable basis solely to the extent necessary to perform the Contract. The Supplier shall not use Customer names, trade marks or branding publicly without prior written consent.

9.7 On expiry or termination, the Supplier shall promptly return Customer Materials and permanently delete copies except to the extent retention is required by law or reasonably necessary for immutable backup systems, in which case retained material remains subject to the Contract and shall not be actively used. The Supplier shall certify return or deletion on request.

10. INDEMNITIES

10.1 The Supplier shall indemnify and keep indemnified the Customer Group against all liabilities, losses, damages, costs and expenses reasonably incurred arising out of or in connection with:

10.1.1 any actual or alleged infringement of third-party Intellectual Property Rights by the manufacture, supply, receipt, possession or use of the Goods, Deliverables or Services, except to the extent caused solely by Customer Materials used strictly in accordance with Customer instructions;

10.1.2 death, personal injury or damage to tangible property caused by defective Goods or Deliverables or by the negligent or wrongful act or omission of the Supplier or its personnel;

10.1.3 a third-party claim arising from the Supplier's breach of Applicable Laws, breach of confidentiality, data-protection breach, fraud, wilful misconduct or material breach of the Contract; and

10.1.4 a recall, withdrawal, field action or regulatory corrective action to the extent described in clause 6.4.

10.2 The Customer shall notify the Supplier of a third-party claim for which indemnity is sought as soon as reasonably practicable. The Supplier may, with the Customer's prior written consent (not to be unreasonably withheld), conduct the defence or settlement, provided it keeps the Customer informed, does not make

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

admissions on behalf of the Customer Group and does not settle on terms involving admission, payment or ongoing obligation by the Customer Group without the Customer's prior written consent. **Where care leads, hope follows**

10.3 This clause survives expiry or termination.

11. LIABILITY AND INSURANCE

11.1 Nothing in the Contract limits or excludes any liability which cannot lawfully be limited or excluded, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

11.2 Subject to clause 11.3, the Supplier's aggregate liability arising out of or in connection with a Contract shall not exceed 200% of the charges paid or payable under that Contract in the 12 months preceding the event giving rise to liability or, where the Contract has been in force for less than 12 months, 200% of the charges paid or payable during that shorter period.

11.3 The cap in clause 11.2 shall not apply to the Supplier's liability under clauses 6.4, 9, 10, 12, 13 and 14, or to liability arising from wilful misconduct, fraud or fraudulent misrepresentation, deliberate default, death or personal injury caused by negligence, damage to property, product liability, product recall or field corrective action, infringement of Intellectual Property Rights, breach of confidentiality, breach of data protection obligations, or any liability which cannot lawfully be limited or excluded.

11.4 Except for liability which cannot lawfully be limited or excluded, the Customer shall not be liable to the Supplier for any indirect or consequential loss, loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of opportunity or loss of goodwill. The Customer's aggregate liability arising out of or in connection with a Contract shall not exceed 100% of the charges paid or payable under that Contract in the 12 months preceding the event giving rise to liability or, where the Contract has been in force for less than 12 months, the charges paid or payable during that shorter period.

11.5 The Supplier shall, at its own cost, maintain with reputable insurers insurance appropriate to the nature and risk of the Goods and/or Services supplied and sufficient to meet its potential liabilities under the Contract, including all insurance required by applicable law. Without limiting the Supplier's obligations or liabilities under the Contract, the Supplier shall, where applicable, maintain as a minimum:

- (a) employers' liability insurance with a limit of indemnity of not less than the minimum amount required by applicable law;
- (b) public liability insurance with a limit of indemnity of not less than £5,000,000 for each occurrence;
- (c) where Goods are supplied, product liability insurance with a limit of indemnity of not less than £5,000,000 in the aggregate in each policy year;
- (d) where professional, advisory, design, engineering, consultancy or similar Services are supplied, professional indemnity insurance with a limit of indemnity of not less than £2,000,000 for each claim or in the aggregate in each policy year; and
- (e) where the Supplier processes Customer Data, accesses the Customer's systems or networks, or supplies technology, software or hosted services, cyber liability insurance at a level appropriate to the nature and risk of the relevant Goods and/or Services.

The Customer may specify higher insurance limits in a Framework Agreement, Purchase Order or other written agreement where reasonably required having regard to the nature of the Goods or Services, regulatory or product risk, the potential consequences of Supplier failure or the Customer's reasonable risk requirements.

11.6 The Supplier shall maintain the relevant insurance for the duration of the Contract and, in respect of professional indemnity and other claims-made insurance, for a period of not less than six years following completion or termination of the relevant Contract. The Supplier shall, on request, provide the Customer with certificates of insurance or other reasonable evidence confirming that the required insurance is in force and shall promptly notify the Customer of any cancellation, material reduction in cover or failure to renew any required policy.

12. CONFIDENTIALITY

12.1 Each party shall keep the other party's Confidential Information confidential and shall use it only to perform or receive the Contract. Confidential Information includes information which is marked confidential or which ought reasonably to be understood as confidential given its nature or the circumstances of disclosure.

12.2 Clause 12.1 does not apply to information which the receiving party can demonstrate: (a) is or becomes public other than through breach of the Contract; (b) was lawfully known without restriction before disclosure; (c)

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

is lawfully received from a third party without confidentiality restriction; or (d) is independently developed without use of the disclosing party's Confidential Information.

12.3 A party may disclose Confidential Information to its employees, officers, Affiliates, professional advisers, insurers, auditors, funders and subcontractors who need to know it for the Contract and are bound by confidentiality obligations, and to the extent required by law, court order or a competent regulator. Where lawful and practicable, the receiving party shall give prior notice of compelled disclosure.

12.4 The confidentiality obligations continue for five years after expiry or termination, except that obligations relating to trade secrets, source code, non-public product designs, formulations, manufacturing know-how and information which remains confidential by its nature continue for so long as the information remains confidential.

12.5 The Supplier shall not make any press release or public announcement concerning the Customer Group or use the Customer Group's name, logo or relationship as a reference without prior written consent.

13. COMPLIANCE, ETHICS AND SUPPLY CHAIN

13.1 The Supplier shall comply, and shall ensure that its personnel and subcontractors comply, with all Applicable Laws and with Customer policies expressly notified to the Supplier which are reasonably applicable to the supply, including the Eakin Supplier Code of Conduct as updated from time to time on reasonable notice.

13.2 Without limiting clause 13.1, the Supplier shall comply with applicable laws relating to anti-bribery and corruption, prevention of tax evasion, fraud and economic crime, sanctions, export controls, modern slavery and human trafficking, health and safety, environmental protection, employment and equality. The Supplier shall maintain proportionate policies, procedures and controls designed to ensure such compliance.

13.3 The Supplier shall not offer, promise, give, request or accept any improper financial or other advantage in connection with the Contract and shall promptly notify the Customer of any suspected material breach, investigation or enforcement action relevant to the Contract.

13.4 The Supplier shall, on reasonable request, provide information and records reasonably required for the Customer to assess compliance with this clause, including information concerning relevant supply-chain due diligence. The Customer may suspend or terminate the Contract immediately where it reasonably believes a serious breach of this clause has occurred or presents a material legal, regulatory or reputational risk.

14. DATA PROTECTION AND INFORMATION SECURITY

14.1 Each party shall comply with Data Protection Legislation in relation to personal data processed under the Contract. The parties shall determine their respective roles for each processing activity. This clause 14.2 to 14.12 applies where and to the extent the Supplier processes personal data on behalf of the Customer as processor.

14.2 Before processing begins, the parties shall document the information required by Article 28(3) UK GDPR (or equivalent applicable law), including the subject matter and duration of processing, nature and purpose, types of personal data, categories of data subjects and Customer rights and obligations. These particulars may be set out in the Purchase Order, Framework Agreement, a data-processing schedule or other written instruction.

14.3 The Supplier shall process personal data only on documented instructions from the Customer, including instructions concerning transfers, unless required by Applicable Laws; where legally permitted, the Supplier shall notify the Customer before processing required by law.

14.4 The Supplier shall implement and maintain appropriate technical and organisational measures to protect personal data and Customer information against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or other compromise, taking account of risk, state of the art, implementation cost and the nature of the information. Measures shall include, where appropriate, access controls, encryption, secure configuration, vulnerability management, backups, resilience, incident response and regular testing.

14.5 The Supplier shall ensure that personnel authorised to process personal data are subject to enforceable confidentiality obligations and receive appropriate data-protection and security training.

14.6 The Supplier shall not appoint a sub-processor without the Customer's prior specific written authorisation or a documented general authorisation under which the Supplier gives the Customer reasonable advance notice of intended changes and an opportunity to object on reasonable data-protection grounds. The Supplier shall impose on each approved sub-processor obligations no less protective than this clause and remains fully liable for the sub-processor's acts and omissions.

14.7 The Supplier shall not make a restricted transfer of personal data under applicable Data Protection Legislation without the Customer's prior written authorisation and a lawful transfer mechanism. Where required, the Supplier shall enter into and comply with the then-current UK International Data Transfer Agreement, UK Addendum to the

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

EU Standard Contractual Clauses, applicable EU Standard Contractual Clauses, or another approved safeguard, and shall reasonably assist with any transfer risk assessment or similar assessment required by law.

14.8 The Supplier shall notify the Customer without undue delay and in any event within 24 hours after becoming aware of a personal data breach or material information-security incident affecting Customer information. The notification shall include all information reasonably available concerning the nature, scope, likely consequences and mitigation, and the Supplier shall provide continuing updates and full cooperation.

14.9 At its own cost, the Supplier shall provide reasonable assistance required by the Customer in relation to data-subject rights, security obligations, breach notification, data-protection impact assessments, regulatory consultations, complaints and investigations, except to the extent unusual assistance is required solely because of a Customer instruction unrelated to the Supplier's breach or ordinary processor obligations, in which case reasonable pre-agreed charges may apply.

14.10 The Supplier shall maintain complete and accurate records sufficient to demonstrate compliance and shall make available information reasonably required for audits. The Customer or its auditor may audit compliance on reasonable notice, or immediately where reasonably necessary following a security incident, material suspected breach or regulatory request.

14.11 On expiry or termination, or earlier on Customer instruction, the Supplier shall securely return or delete personal data and copies unless Applicable Laws require retention, in which case the Supplier shall inform the Customer of the legal basis and retention period and shall continue to protect the retained data.

14.12 If the Supplier considers that a Customer instruction infringes Data Protection Legislation, it shall promptly inform the Customer and suspend the affected processing only to the minimum extent reasonably necessary pending resolution.

15. TERMINATION

15.1 Without limiting any other right or remedy, the Customer may terminate all or part of a Contract with immediate effect by written notice if:

15.1.1 the Supplier commits a material breach which is irremediable or, if remediable, fails to remedy it within 14 days after written notice;

15.1.2 the Supplier commits repeated or persistent breaches which, taken together, materially affect performance or the Customer's confidence in continued performance;

15.1.3 the Supplier suffers an insolvency event, becomes unable to pay its debts as they fall due, enters negotiations or arrangements with creditors, has an administrator, receiver, liquidator or similar officer appointed, is wound up or ceases or threatens to cease a substantial part of its business, or any analogous event occurs in any jurisdiction;

15.1.4 the Supplier's financial position deteriorates so that the Customer reasonably considers its ability to perform is in jeopardy;

15.1.5 there is a change of Control of the Supplier which the Customer reasonably considers may adversely affect the Contract or creates a competitor, compliance or security concern;

15.1.6 the Supplier loses or is likely to lose a licence, approval, certification or authorisation material to the Goods or Services;

15.1.7 a serious quality, safety, regulatory, data-protection, cyber-security, sanctions, anti-bribery, modern-slavery or other compliance issue occurs which the Customer reasonably considers creates material risk; or

15.1.8 the Supplier fails to maintain required insurance or materially breaches a Quality Agreement.

15.2 The Customer may terminate all or part of a Contract for convenience by giving the Supplier one month's written notice, unless a Framework Agreement expressly provides a different period.

15.3 The Supplier may terminate a Contract for the Customer's material breach only where the breach is remediable and remains unremedied 30 days after the Supplier gives written notice specifying the breach and requiring remedy. The Supplier may not terminate under this clause for non-payment of a genuinely disputed amount.

15.4 Any termination right is without prejudice to rights accrued before termination. The Customer may elect whether any unaffected Purchase Orders or separable parts continue or terminate where the Contract is terminated in part.

16. CONSEQUENCES OF TERMINATION

16.1 On expiry or termination, the Supplier shall promptly:

- cease affected work as directed by the Customer;
- deliver to the Customer all completed and work-in-progress Deliverables and Goods for which the Customer has paid or is required to pay;
- return Customer Materials and Customer property;
- provide reasonable transition and handover assistance to the Customer or replacement supplier; and
- refund prepaid amounts relating to Goods or Services not supplied.

16.2 The Supplier shall remain responsible for Customer property until returned. If the Supplier fails to return Customer-owned physical property after reasonable notice, the Customer may, where lawful and without breach of the peace, recover it or seek an order for delivery.

16.3 Expiry or termination does not affect accrued rights or any provision which expressly or by implication is intended to survive, including clauses 6, 8, 9, 10, 11, 12, 13, 14, 16, 18 and 19 as applicable.

17. FORCE MAJEURE AND BUSINESS CONTINUITY

17.1 A party is not liable for delay or failure to perform to the extent directly caused by an event beyond its reasonable control which it could not reasonably have prevented, avoided or overcome (Force Majeure Event), provided it promptly notifies the other party, gives reasonable details, mitigates the effects and continues unaffected obligations.

17.2 The following do not constitute a Force Majeure Event for the Supplier except to the extent directly caused by an otherwise qualifying event and not reasonably avoidable: lack of funds, increased cost, ordinary labour shortage or industrial dispute limited to the Supplier, failure of a subcontractor or source of supply, raw-material shortage, equipment failure, cyber incident resulting from failure to maintain reasonable security, or any event which reasonable business continuity, contingency planning, safety stock, alternate sourcing or disaster-recovery measures should have mitigated.

17.3 During a Supplier Force Majeure Event the Customer may source substitute goods or services from third parties without liability or loss of exclusivity. If the event continues for 30 days, or sooner creates material patient-safety, regulatory or business-continuity risk, the Customer may terminate the affected Contract immediately on written notice.

18. GENERAL

18.1 The Customer may assign, novate, transfer, charge, declare a trust over, subcontract or otherwise deal with any of its rights or obligations under the Contract to or for the benefit of any Customer Affiliate or any successor to the relevant business. Any other transfer by the Customer may be made on written notice to the Supplier.

18.2 The Supplier shall not assign, transfer, novate, charge, declare a trust over, subcontract or otherwise deal with any right or obligation under the Contract without the Customer's prior written consent. Consent does not relieve the Supplier of responsibility for its subcontractors.

18.3 Any formal notice under the Contract shall be in writing and delivered by hand, pre-paid first-class post or next-working-day delivery service to the registered office or principal place of business, or by email to an authorised notice email address stated in the Purchase Order, Framework Agreement or otherwise notified for notices.

18.4 A notice is deemed received: (a) if delivered by hand, when left at the proper address; (b) if sent by pre-paid first-class post or next-working-day service, at 9.00 am on the second Business Day after posting unless earlier delivery is evidenced; and (c) if sent by email, when transmitted without bounce-back or error message, or if outside 9.00 am to 5.00 pm on a Business Day at the place of receipt, at 9.00 am on the next Business Day. This clause does not apply to service of proceedings.

18.5 If any provision is invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable or, if that is not possible, deleted. The remainder of the Contract remains effective.

18.6 A waiver is effective only if in writing and applies only to the circumstances for which it is given. Delay or failure to exercise a right is not a waiver.

18.7 Nothing in the Contract creates a partnership, joint venture, fiduciary relationship or agency. Neither party has authority to bind the other except as expressly agreed.

EAKIN HEALTHCARE | GENERAL TERMS (SUPPLY OF GOODS AND SERVICES)

18.8 The Contract constitutes the entire agreement between the parties in relation to the relevant supply and supersedes prior discussions and representations, but does not exclude liability for fraud or fraudulent misrepresentation. Where a Framework Agreement applies, the Contract shall be read together with it in accordance with clause 2.4.

18.9 Each Customer Affiliate may enforce clauses 6.4, 9.5, 10, 11.2, 12, 13 and 14 under the Contracts (Rights of Third Parties) Act 1999 where that clause is expressed to benefit the Customer Group. The parties may vary, rescind or terminate the Contract without the consent of any Customer Affiliate.

18.10 Except for clause 18.9, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

18.11 No variation of the Contract is effective unless it is in writing and signed by an authorised representative of the Customer and the Supplier, except that operational instructions, specifications, forecasts and Purchase Orders may be issued and amended in the manner expressly permitted by the Contract. A Supplier document shall not vary the Contract merely because it is received, acknowledged, paid or acted upon by the Customer.

18.12 The Supplier shall maintain records required by the Contract and Applicable Laws for at least six years after the relevant supply, or any longer period required by a Quality Agreement, law or regulatory requirement, and shall make them available to the Customer on reasonable request.

19. GOVERNING LAW AND JURISDICTION

19.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or formation are governed by the law of Northern Ireland.

19.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Northern Ireland in relation to any such dispute or claim.