

Marsh & McLennan Companies, Inc.'s Standard Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise stated or unless the context otherwise requires, each capitalized term will have the meaning set forth below:

Affiliate means, with respect to a party, an entity that (directly or indirectly) controls, is controlled by or is under common control with, such party, where control refers to the power to direct or cause the direction of the management and policies of another entity, whether through ownership of voting securities, by contract or otherwise.

Agreement means these Standard Terms and Conditions, the Purchase Order, any Statement of Work or similar document governing the Services, and all other documents of Customer that refer to this Agreement, all as amended from time to time;

Customer means the Affiliate in the Customer Group that orders the Goods or Services under this Agreement or if Marsh & McLennan Companies, Inc. orders the Goods or Services then Customer means Marsh & McLennan Companies, Inc.;

Customer Data means any data, including Personal Data, whether in physical or electronic form, including but not limited to documents, databases, records, intellectual property and confidential information (as defined elsewhere in the Agreement), created by or made available to Supplier in the course of providing Services to Customer and/or any of its Affiliates.

Customer Group means Customer and all Affiliates of Customer;

Customer Premises means premises owned, leased, licensed or otherwise controlled by any member of the Customer Group from time to time;

Business Day means a day (other than a Saturday or a Sunday or a local public holiday);

Charges means the charges to be paid by Customer to Supplier for the Goods and Services provided by Supplier under this Agreement as set forth in the Purchase Order;

Confidential Information means in relation to either party to this Agreement (first party) any and all information (including Personal Data) in whatever form, whether in oral,

tangible or in documented form, that

- a) is by its nature confidential; or
- b) the other party (or Receiving Party, as defined below) knows or ought to know is confidential; or
- c) is designated by the first party (or Disclosing Party, as defined below) as confidential; and is disclosed to or otherwise learned, acquired, developed or accessed by the other party in connection with this Agreement (or its subject matter);

Control means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise. The terms Controlling and Controlled shall have a corresponding meaning;

Data Processing or Process means any operation or set of operations which is performed by or on behalf of Supplier as part of the Services upon Personal Data or other Customer Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Data Protection Legislation means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including, without limitation, the GDPR and all other laws and regulations of any jurisdiction in which Personal Data is being Processed by Customer or Supplier under the Agreement relating to data protection.

Personal Data means any information relating to an identified or identifiable natural person, living or deceased made available to Supplier in connection with the Services; an identifiable natural person, is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the physical, physiological, mental, economic, cultural or social identity of that natural person.

Deliverables means the items identified as such in the Purchase Order or a Statement of Work or similar document governing the Services together with any other materials

developed or generated by Supplier for Customer under this Agreement, Disclosing Party means, in relation to any Confidential Information, the party to which such Confidential Information belongs;

Effective Date means the earlier of the date of the Purchase Order and the date Supplier provides any of the Goods or Services;

Goods means the items identified as such in the Purchase Order together with any other materials or items provided by or on behalf of Supplier to Customer;

Good Industry Practice means the exercise of that degree of skill, prudence, care and foresight, and the practices and professional standards and performance by a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel, which would reasonably and ordinarily be expected to be exercised by a reputable, well-managed, skilled and experienced person providing services or deliverables, or both, of the same (or materially similar) nature as those to be provided by Supplier under this Agreement;

Indemnified Parties means Customer and each other member of the Customer Group and Indemnified Party shall be construed accordingly;

Insolvency Event means one or more of the following events:

- a) an administrator, administrative receiver, receiver or manager, liquidator or similar officer is appointed in respect of the whole or any part of Supplier's assets and/or a winding up petition is issued against Supplier;
- b) Supplier proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors; or
- c) as otherwise defined under applicable law; Intellectual Property Rights means patents, trade marks, service marks, logos, trade names and business names, domain names, copyrights (including future copyrights), database rights, moral rights, rights in designs, rights in and to Confidential Information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting or pending at any time in any part of the world;

Minimum Control Requirements means those minimum control requirements specified by Customer and with which Supplier may be required by Customer to comply in relation to the following - Data Processing; Data Privacy; Records Management; Business Continuity Management; People Screening; IT Security; Physical Security; Logical Access Management; Sustainability;

Purchase Order means the purchase order issued by Customer detailing the Goods and/or Services to be provided by Supplier to Customer and to which these terms and conditions relate;

Receiving Party means, in relation to any Confidential Information, the party to which Confidential Information of the other party is disclosed, or which otherwise learns, develops or acquires Confidential Information of the other party pursuant to or in connection with this Agreement;

Relevant Law means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, including any jurisdiction from which the Services are provided or in which any Services are received (or both) as amended from time to time, which relate to the performance of this Agreement (including for the avoidance of doubt Data Protection Legislation);

Services means all the obligations of Supplier under this Agreement, (including the provision of any Goods), and performance of the services described in this Agreement;

Specification means the relevant specification for the Goods set forth in the Purchase Order or otherwise made part of this Agreement in writing;

Supplier means the provider of the Goods and/or Services, including its subcontractors and Affiliates who provide all or portions of the Goods and/or Services as identified in this Agreement;

Supplier Group means Supplier and all Affiliates of Supplier;

Supplier Personnel means all employees, officers, directors, contractors, consultants, agency staff and other individuals employed or engaged by or on behalf of Supplier or any of its subcontractors; and Supplier's subcontractors; and

Term means the term, if any, set forth in the Purchase Order.

- 1.2 In this Agreement, unless otherwise stated (or unless the context otherwise requires) the words "other", "includes", "including", "for example" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

2 COMMENCEMENT AND TERM

This Agreement shall commence on the Effective Date and shall apply to the supply of the relevant Goods and Services and shall continue for the Term or, if no Term is specified in the Purchase Order, until the completion of the Services, unless terminated in accordance with the terms of this Agreement.

3 APPLICATION OF TERMS

These Standard Terms and Conditions

- a) apply to the exclusion of any other terms and conditions contained or referred to in any acknowledgment or

acceptance of order, specification, letter, invoice or other communication sent by Supplier to Customer, whether before or after the Effective Date; and

- b) take precedence over any conflicting provisions in a Statement of Work or similar document governing the Services.

4 SUPPLY OF GOODS AND SERVICES

- 4.1 Supplier shall perform the Services and provide the Goods on the terms and conditions set forth in this Agreement (including complying with any relevant timetable or milestones), and perform the Services in accordance with Good Industry Practice and in compliance with all Relevant Laws. All Supplier Personnel performing Services for Customer will comply with the relevant provisions of the Marsh & McLennan Companies Code of Conduct (available at <http://www.mmc.com/about-us/aboutculture.html#tgg>).
- 4.2 Supplier shall indemnify and hold the Indemnified Parties harmless from and against all claims, demands, causes of action, losses, expenses, liabilities and damages and costs (including without limitation any loss of profit and loss of reputation, and all interest, penalties, reasonable legal fees and expenses, and other professional costs and expenses) suffered or incurred by Indemnified Parties, their directors, officers, employees, agents and subcontractors arising out of or in connection with any
 - a. failure to comply with applicable law,
 - b. breach of contract, and/or
 - c. negligent or wilful (or negligent and wilful) act or omission, of Supplier or Supplier Personnel in supplying, delivering or installing (or any one or more of them) the Goods or performing the Services.

5 INSPECTION, TESTING AND SAMPLES

- 5.1 If required by Customer, Supplier shall submit samples of the Goods to Customer for Customer's approval before the Goods are delivered.
- 5.2 Customer shall be entitled at any time during the manufacture, processing and storage prior to delivery (or any of them) of the Goods to inspect and test the Goods. Supplier shall at its own cost provide or shall procure the provision of such facilities as may be reasonably required by Customer for such purpose.
- 5.3 If, as a result of any inspection or test carried out pursuant to Section 5.2, Customer is of the reasonable opinion that the Goods do not comply with this Agreement or are unlikely on completion of manufacture or processing to so comply, Customer may inform Supplier accordingly and Supplier shall take such steps as may be necessary to ensure such compliance.

- 5.4 Notwithstanding any testing or inspection carried out pursuant to this Section 5, Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect Supplier's obligations under this Agreement.

6 DELIVERY OF GOODS

- 6.1 The Goods shall be delivered to the Customer Premises or other premises as set forth in the Purchase Order on the date or within the period stated therein and in either case during the normal business hours of Customer.
- 6.2 Supplier shall provide to Customer, sufficiently in advance of delivery, any instructions or other information required to enable Customer to accept delivery of the Goods.
- 6.3 The Goods shall be properly packed and secured in such a manner as to reach their destination in a good condition in light of the nature of the Goods and other applicable circumstances. Supplier shall off-load the Goods at its own risk as directed by Customer.
- 6.4 Customer shall have no obligation to pay for or return packing cases, skids, drums or other articles used for packing the Goods whether or not reusable.
- 6.5 The time of delivery of the Goods shall be of the essence of the Agreement.
- 6.6 All Goods should be accompanied by a detailed advice note stating the applicable Purchase Order number and giving full particulars of the Goods supplied.
- 6.7 If the Goods are to be delivered by instalments the Agreement shall be treated as a single Agreement and not severable.
- 6.8 If the Goods are delivered to Customer in excess of the quantities set forth in the Purchase Order, Customer shall not be bound to pay for the excess and any excess shall be and remain at Supplier's risk and shall be returnable at Supplier's expense.
- 6.9 Upon delivery of the Goods to Customer, Customer shall either reject or accept the Goods, such acceptance not to be unreasonably withheld or delayed. Customer shall have the right to reject Goods after any latent defect in the Goods has become apparent.
- 6.10 Without prejudice to any other right or remedy Customer may have, if any Goods are not supplied in accordance with, or if Supplier fails to comply with, any of the terms of this Agreement, Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion:
 - a. to reject the Goods (in whole or in part) and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith to Customer by Supplier;
 - b. to give Supplier the opportunity (at Supplier's expense)

either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;

- c. to obtain such damages as may have been as a result of or in connection with Supplier's breach or breaches of the Agreement; or (d) to terminate this Agreement in whole or in part immediately upon giving written notice to Supplier.

7 TITLE AND RISK; INSURANCE

- 7.1 Without prejudice to Section 12 (Intellectual Property Rights) title and risk in the Goods shall pass to Customer upon the delivery of such Goods to Customer, free from any third party rights or interests (including liens, charges and options), unless payment for the Goods is made prior to delivery in accordance with this Agreement, in which case title (but not risk) to the Goods shall pass to Customer once payment has been made for the Goods by Customer.
- 7.2 Supplier shall, at its sole expense
 - a. until delivery of the Goods in accordance with this Agreement, insure the Goods against all risks to their full replacement value; and
 - b. maintain other appropriate insurance coverages, including professional indemnity (Errors and Omissions) coverage or insurance providing coverage for liability arising out of Supplier's Services, with insurance companies and in amounts acceptable to Customer and will furnish to Customer upon request certificates of insurance evidencing such coverage.

8 CHARGES, INVOICING AND PAYMENT

- 8.1 Customer shall pay to Supplier the Charges within 45 days after the date on which Customer receives from Supplier a complete and accurate invoice in accordance with the Purchase Order.
- 8.2 All Charges and other sums payable under this Agreement are exclusive of taxes, which, if taxes are applicable, will be payable at the applicable rate.
- 8.3 Supplier shall comply with Customer invoicing requirements (electronic or otherwise), including entering into agreements with, and compliance with the invoicing processes of, any third party nominated by Customer for the purposes of receiving or processing invoices.

9 BUSINESS CONTINUITY

Supplier shall

1. take all reasonable precautions to ensure that, in the event of a disaster, or other event beyond its reasonable control, the impact of such event on the ability of Suppli-

er to comply with its obligations under this Agreement will be reduced to the greatest extent possible,

2. ensure that it has appropriate back-up arrangements in place, and
3. comply with Minimum Control Requirement relating to Business Continuity Management if so required by Customer.

10 SUPPLIER PERSONNEL, NON-DISCRIMINATION AND ENVIRONMENT

- 10.1 Supplier shall be and shall remain fully responsible for the acts, omissions and management of, and performance by, all Supplier Personnel.
- 10.2 Supplier will take all appropriate steps, at Supplier's cost, to ensure that all Supplier Personnel providing Goods and/or Services in relation to this Agreement are adequately vetted in accordance with Good Industry Practice, including at a minimum verifying qualifications and to the extent permitted by applicable law undertaking background checks, and comply with the Minimum Control Requirement relating to People Screening if so required by Customer. Supplier shall not assign any Supplier Personnel to any obligations, work or services relating to this Agreement without Customer's prior written consent if Supplier has not complied with such vetting process or if information which arises out of the vetting process or which is otherwise known by Supplier in relation to an individual is such that a service provider exercising Good Industry Practice would not assign such individual to perform the service or any other obligation of the relevant member of the Supplier Group.
- 10.3 Customer reserves the right to refuse to admit to, or to remove from, any Customer Premises or other premises any Supplier Personnel:
 - a) whose admission or presence would, in Customer's opinion be undesirable or who represents a threat to confidentiality or security; or
 - b) whose presence would be in breach of any rules and regulations governing Customer's own staff, provided that Customer notifies Supplier of any such refusal or removal.
- 10.4 The exclusion of any such individual from such Customer Premises or other premises pursuant to Section 10.3 shall not relieve Supplier from the performance of its obligations under this Agreement.
- 10.5 During the performance of this Agreement, Supplier will not victimize, harass or discriminate against any employee of either party to this Agreement or any applicant for employment with either party to this Agreement due to their gender, gender identity, race, disability, age, religious belief, sexual orientation or part time status, in violation of Relevant Law.
- 10.6 When Customer is a US-based member of the Customer

Group, the following terms of this Section 10.6 apply:

Equal Employment Opportunity: Unless exempted, Customer and Supplier shall abide by the requirements of 41 CFR 60-1-4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

- 10.7 Supplier will take all appropriate measures to act in accordance with Good Industry Practice in respect of its environmental impact, health and safety, diversity and human rights policies and will comply with the Minimum Control Requirement relating to Sustainability if so required by Customer.
- 10.8 Upon request, Supplier will provide Customer in a timely manner with all certificates required by Relevant Law.

11 WARRANTIES

- 11.1 Supplier warrants and represents as of the Effective Date and on an ongoing basis that:
 - a) it has full authority to grant the licenses granted by Supplier under this Agreement;
 - b) it will perform its obligations under this Agreement with all due skill, care and diligence and in accordance with Good Industry Practice;
 - c) the performance of its obligations under this Agreement and Customer's receipt and use of the Services and/or Deliverables, any intellectual property provided or made available by Supplier, any Confidential Information disclosed to Customer by Supplier, any of the Goods, and the exercise of any rights granted under any licenses granted by Supplier to Customer, will not infringe any Intellectual Property Rights of any third party;
 - d) its response to Customer's questionnaire regarding third party Minimum Control Requirements (if Customer has requested that Supplier completes it) is true, complete and accurate in all material respects, and it will inform Customer if any of the information changes in any material respect;
 - e) Goods will conform as to quantity, quality and description with the particulars stated in the Purchase Order or the Specification (or both of them);
 - f) Goods will (without prejudice to Section 11.1(e) above) be free from defect, be of satisfactory quality and be fit for the purpose held out by Supplier or made known to it either expressly or by implication;

- g) Goods will be equal to and comply with in all respects:
 - 1 - any samples or patterns provided by either party and accepted by the other; and
 - 2 - the Specification;
- h) it will perform its obligations under this Agreement in compliance with all Relevant Laws, including without limitation, all Relevant Laws relating to the manufacture and sale of the Goods at the time when the same are supplied;
- i) Goods and Services provided hereunder shall be provided so that any legislation concerning the automatic transfer of employees on a change of provider of Goods and Services shall not apply to the provision of Goods and Services hereunder or any change of provider of the same. Such legislation shall include without limitation the local enactment of the EU Acquired Rights Directive 77/187/EL as revised and consolidated in Directive 2001/23; and
- j) it maintains appropriate anti-bribery policies and procedures and will not offer, promise or give any financial or other advantage to anyone (including a public official), whether on behalf of Customer or on behalf of any other person, for any improper purpose or to influence any public official in the exercise of his or her functions and will not request or accept any such advantage.

- 11.2 Without prejudice to any other rights and remedies of Customer, Supplier shall forthwith upon request by Customer replace or (at Customer's option) repair at its own costs all Goods which are or become defective during the period of 12 months from the date of delivery, where such defect occurs under proper usage and is due to faulty design, or inadequate or faulty materials or workmanship, Supplier's erroneous instructions as to use or any breach by Supplier of any provision of this Agreement. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 Supplier agrees that all Deliverables are the property of Customer.
- 12.2 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in that party.
- 12.3 Supplier hereby grants to Customer, each other member of the Customer Group, their agents and contractors, a worldwide, royalty-free, nonexclusive, perpetual, non-transferable license (including the right to grant sub-licenses) to use:
 - a) any and all intellectual property in the Goods; and

- b) any other intellectual property provided or made available by Supplier to the extent necessary to:
 - 1 - receive or use the Services or Deliverables;
 - 2 - enable Customer to receive the full benefit of ownership of the Goods; and
 - 3 - perform its obligations and exercise rights under this Agreement.

12.4 Supplier shall indemnify and hold the Indemnified Parties harmless from and against all claims, demands, causes of action, losses, expenses, liabilities and damages and costs (including without limitation any loss of profit and loss of reputation, and all interest, penalties reasonable legal fees and expenses, and other professional costs and expenses) suffered or incurred by Indemnified Parties, their officers, directors, employees, agents and sub-contractors arising out of or in connection with any claim, demand or action alleging that the performance of the Services or the use or possession of any Goods, Deliverables, Supplier Confidential Information, and/or Services provided or otherwise made available to any Indemnified Party infringes any Intellectual Property Rights of a third party.

13 CONFIDENTIALITY

- 13.1 The Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential in perpetuity and will not, without the Disclosing Party's written consent directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement. The Receiving Party may disclose Confidential Information of the Disclosing Party to an Affiliate, subcontractor, or agent (provided that such third parties are under confidentiality obligations substantially similar to those set forth herein and the Receiving Party remains responsible to the Disclosing Party for any breach of confidentiality by such third parties) and to employees of the Receiving Party in order to fulfill its obligations or exercise its rights under this Agreement or to receive the benefit of the Services. The foregoing shall not apply to the extent that any Supplier Confidential Information is embodied in or otherwise incorporated into any Goods.
- 13.2 Supplier will take all appropriate steps to ensure that adequate security measures are implemented and maintained regarding the provision of Goods and/or Services under this Agreement and will comply with the Minimum Control Requirements relating to IT Security, Physical Security and Logical Access Management if so required by Customer.
- 13.3 In no circumstances may Supplier Personnel access server rooms, data centers, electrical or telephone closets, or any other areas deemed by Customer to be critical security access areas, without first being cleared for access to, and if cleared for access supervised during access, by Customer.

13.4 Supplier may not use the name of Customer or refer to it or any member of the Customer Group, directly or indirectly, in any advertisement, news release, marketing materials, customer or client list, or professional or trade publications, or otherwise publicize its relationship with Customer or any member of the Customer Group in any way without receiving prior written approval from Customer, which approval may be withheld by Customer in its sole discretion.

14 DATA PROTECTION AND RECORDS MANAGEMENT

- 14.1 Supplier shall at all times comply with its obligations under all applicable Data Protection Legislation, including maintaining any valid and upto- date registration or notification required under the Data Protection Legislation.
- 14.2 If required by Customer, Supplier shall at all times also comply with the Minimum Control Requirement relating to Data Privacy.
- 14.3 If Supplier Services include Data Processing, Supplier agrees to the terms of the Data Processing Addendum posted here: [\[link\]](#) which may be amended from time to time by Customer.
- 14.4 Supplier shall only process Personal Data:
 - a) for the purpose of providing Goods or Services (or both) to Customer;
 - b) as otherwise expressly instructed by Customer; and
 - c) in each case in accordance with Relevant Law.
- 14.5 Supplier shall ensure that it does not publish, disclose or divulge Personal Data to any third party, except to the extent required by a legal requirement in which case it shall give written notice to Customer.
- 14.6 Supplier shall implement appropriate technical and organizational measures to protect Personal Data against unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data including encrypting all Personal Data stored or processed on all digital or electronic portable storage devices. Customer may at reasonable intervals request a detailed written description of the technical and organizational methods employed by Supplier.
- 14.7 Supplier shall promptly notify Customer if:
 - a) the subject of any Personal Data makes a written request to have access to Personal Data; or
 - b) it receives any complaint or request or becomes aware of any allegation relating to the Personal Data processed under this Agreement or Customer obligations under Data Protection Legislation; or
 - c) it becomes aware of any loss, damage, destruction, or unauthorised processing or accidental disclosure of Personal Data.

- 14.8 Supplier agrees to indemnify and keep indemnified and hold the Indemnified Parties harmless against all fines, penalties, costs, claims, causes of action, demands, liabilities, expenses, damages or losses (including without limitation any loss of profit and loss of reputation, and all interest, penalties, reasonable legal fees and expenses, and other professional costs and expenses) suffered or incurred by Indemnified Parties arising out of or in connection with a breach by Supplier of this Section 14.
- 14.9 Supplier will implement and comply with adequate records management policies in accordance with Good Industry Practice and will comply with the Minimum Control Requirement relating to Records Management if so required by Customer.

15 LIABILITY

- 15.1 Neither party limits or excludes its liability;
- a) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, and in the case of Supplier, by Supplier Personnel;
 - b) for death or personal injury or property damage caused by the negligence or wilful misconduct of a party or its employees, and in the case of Supplier, by Supplier Personnel;
 - c) for its indemnification and related obligations;
 - d) under Section 12 (Intellectual Property Rights);
 - e) for breach of Section 13 (Confidentiality);
 - f) for breach of Section 14 (Data Protection and Records Management); or
 - g) to the extent such limitation or exclusion is not permitted by Relevant Law.
- 15.2 Subject to Section 15.1, the maximum aggregate liability of Supplier to Customer (other than liability covered by Section 15.1) shall be limited to the amount that is equal to 100% of the Charges set forth in this Agreement.
- 15.3 Subject to Section 15.1 the maximum aggregate liability of the Customer Group (other than liability covered by Section 15.1) shall be limited to the amount that is equal to 100% of the Charges set forth in this Agreement.
- 15.4 Subject to Section 15.1, neither party will be liable to the other party for any indirect or consequential loss or damage including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise¹.

16 TERMINATION

- 16.1 This Agreement may be terminated for convenience by Customer at any time by giving to Supplier not less than 14 days' prior written notice.

- 16.2 This Agreement may be terminated by Customer should Supplier fail to comply with Section 11.1 (j).
- 16.3 The following events shall allow Customer to terminate this Agreement, in whole or in part, immediately upon written notice to Supplier:
- a) material breach by Supplier of this Agreement (being a single event or a series of events which are together a material breach) which is either not capable of being remedied, or, if the breach is capable of being remedied, Supplier fails to remedy such breach within 30 days after receiving written notice requiring it to do so; or
 - b) Supplier is affected by an Insolvency Event.
- 16.4 Supplier shall have the right to serve on Customer a written notice (Initial Notice) referring to this Section 16.4 if Customer has failed to pay undisputed invoiced Charges which have been due and payable for a period in excess of 60 days prior to the date of service by Supplier of the Initial Notice. If the sums referenced in the Initial Notice remain unpaid for a period in excess of 14 days following the receipt by Customer of the Initial Notice then Supplier may serve a further notice, stating Supplier's intention to terminate this Agreement attaching the Initial Notice and specifically referring to this Section 16.4 (Final Notice). If Customer fails to pay such undisputed invoiced Charges within 14 days of receipt of the Final Notice Supplier may, unless and until Customer pays such undisputed invoiced Charges detailed in the Initial Notice (or if the parties agree on a different amount, that amount), serve notice on Customer to terminate this Agreement with immediate effect. For the avoidance of doubt, any right of Supplier to terminate this Agreement in accordance with this Section 16.4 shall lapse upon payment by Customer of the undisputed invoiced amounts.

¹ When the Services are performed or the Goods are delivered in Australia "consequential loss or damage" means any damages that do not flow directly and naturally from the relevant breach or circumstances, or damages that could not reasonably be supposed to have been in the contemplation of the parties as a probable result of the breach or the circumstances at the time the parties entered into the Agreement.

- 16.5 Any termination or expiry of this Agreement, or completion of the Services, shall not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after termination or expiry of this Agreement, or completion of the Services.

17 EXIT MANAGEMENT

- 17.1 Upon:
- a) expiration or termination of this Agreement or completion of the Services; or
 - b) expiration or termination of the assignment of any Sup-

plier Personnel to any obligations under or pursuant to this Agreement; or

- c) the re-assignment of Supplier Personnel to other tasks or roles; or
- d) Customer's request;

Supplier shall, and shall procure that Supplier Personnel shall:

- 1 - immediately, or as otherwise advised in writing by Customer, deliver up to Customer, or any third party nominated in writing by Customer, all property belonging to Customer (including any IT equipment, any access credentials such as cards, keys or electronic fobs to Customer Premises, mobile phones and Confidential Information) which may be in the possession of, or under the control of, Supplier or any Supplier Personnel (or both of them); and
- 2 - ensure that all access provided by or on behalf of Customer to Customer's systems is fully and properly withdrawn (including changing any passwords or log-ins) from all Supplier Personnel and that email accounts used by Supplier Personnel are immediately terminated. If any property is in electronic form Supplier shall provide Customer with secure and readable copies of the same on magnetic media or, at Customer's option, via email if such information is capable of transmission by e-mail, and shall irretrievably destroy and delete copies so held.

17.2 Within 5 days after the earlier of expiry or termination of this Agreement or the completion of the Services for any reason whatsoever, but without prejudice to Supplier's obligations under this Agreement, all property of Supplier shall be removed from the relevant Customer site by Supplier or Supplier Personnel and Supplier shall be liable for any storage charges and all risk, including loss, damage and theft of such property not removed within such 5-day period.

17.3 Unless otherwise instructed by Customer, within 30 days after the earlier of expiry or termination of this Agreement or the completion of the Services for any reason whatsoever, Supplier will return or destroy all Personal Data and any copies thereof, unless legislation or regulation prevents it doing so, in which case Supplier undertakes that it will no longer actively process such Personal Data and will comply with the provisions of Section 13 (Confidentiality) in relation to such Personal Data such that the Personal Data remains confidential.

17.4 Upon request by Customer, Supplier shall confirm in writing to Customer that it has complied fully with the provisions of Sections 17.1, 17.2 and 17.3 above.

18 GENERAL

18.1 **Audit:** Upon reasonable notice to Supplier, Customer may:

- a) access any premises used by Supplier to provide the Services or from where the Services are managed or administered;
- b) interview any Supplier Personnel; and
- c) copy any relevant record in order to audit Supplier's compliance with this Agreement.

18.2 **Amendment and Variation:** No variation to this Agreement shall be valid unless it is in writing, expressly states that it is amending this Agreement, and is signed by each of the parties to it.

18.3 **Assignment and Subcontracting:** Supplier shall not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Agreement without Customer's prior written consent. It shall be a condition of any consent given by Customer to Supplier to subcontract its obligations under this Agreement that Supplier's subcontractor complies with the requirements set forth in Sections 7, 13 and 14 hereof, and Relevant Law.

18.4 **Notices:** All notices and consents to be given to a party under this Agreement shall be effective upon receipt, shall be in writing, and delivered by hand or by overnight courier, or sent by prepaid registered post, when given to Supplier, to the address set forth on the Purchase Order or, when given to Customer, to: Head of Global Procurement Operations, Marsh & McLennan Companies, Tower Place - UK Head Office, Lower Thames Street, London, EC3R 5BU.

18.5 **Cumulative Rights:** Except as expressly stated in this Agreement the rights of each party under this Agreement are cumulative and not exclusive of rights or remedies provided by law save to the extent that such rights are inconsistent with those rights as expressly set forth in this Agreement.

18.6 **Further Assurance:** Each party shall, and Supplier shall ensure that Supplier Personnel shall, at the request and cost and expense of the other party, sign all documents and do all other acts, which may be necessary to give full effect to this Agreement.

18.7 **Whole Agreement:** This Agreement (together with all other documents to be entered into pursuant to it) states the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to its subject matter.

18.8 **Governing Law:** This Agreement and any noncontractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of the country in which the Services are performed or the Goods are delivered without regard to the principles of conflict of laws thereof. However, the phrase "the laws of the country in which the Services are performed or the Goods are delivered" is replaced by the following phrases

- 1) “the laws of the State or Territory in which the Services are performed or the Goods are delivered” when the Services are performed or the Goods are delivered in Australia;
- 2) “the laws of the Province of Ontario and the federal laws of Canada applicable therein” if the Services are performed or the Goods are delivered in Canada;
- 3) “the laws of England and Wales” when the Services are performed or the Goods are delivered in the United Kingdom;
- 4) “the laws of the State of New York, U. S. A.” when the Services are performed or the Goods are delivered in the U.S.A;
- 5) “the laws of the Federative Republic of Brazil” when the Services are performed or the Goods are delivered in Brazil;
- 6) “the laws of Ireland” when the Services are performed or the Goods are delivered in Ireland. The UN Convention on Contracts for the International Sale of Goods shall not apply.

18.9 **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.