

## **MS AMLIN PURCHASE ORDER TERMS AND CONDITIONS (“TERMS”)**

These Terms apply to Purchase Orders (“Orders”) issued on behalf of any MS Amlin Company where no signed agreement between the parties is in place. MS Amlin Company means any affiliates that are under the direction and control of Mitsui Sumitomo Insurance Company, Limited (together referred to MS Amlin Group). Individually, each MS Amlin Company shall be referred to in these Terms as MS Amlin. Where no MS Amlin Company is referred to in the Order, the purchaser of the goods and/or services shall be MS Amlin Corporate Services Limited. The Supplier means the entity referred to in an Order that is providing goods and/or services to a MS Amlin Company. Details of the goods and/or services and the price for such goods and/or services shall be set out in an Order.

### **SUPPLIER’S OBLIGATIONS**

Supplier shall (a) where providing services, perform the services with the level of care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade; (b) co-operate with MS Amlin in all matters relating to the goods and/or services, and comply with all instructions of MS Amlin; (c) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled; (d) ensure that the services, goods and/or deliverables shall conform in all respects with the service description in the Order and that the deliverables shall be fit for any purpose that MS Amlin expressly or impliedly makes known to the Supplier; and (e) ensure that the deliverables, and all goods, materials, standards and techniques used in providing the services are of the best quality and are free from defects in workmanship, installation and design.

Supplier shall comply with: (i) all applicable laws, statutes, regulations and codes from time to time in force; (ii) mandatory policies that are provided to Supplier by MS Amlin; and (iii) all health and safety rules and regulations and any other reasonable security requirements that apply at any of MS Amlin’s premises from time to time, where the Supplier’s personnel are required to attend at those premises. Supplier shall obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) which are necessary to enable it to provide the services and/or goods.

### **MS AMLIN’S OBLIGATIONS IN RELATION TO THE PROVISION OF SERVICES**

MS Amlin shall: (a) provide such access to MS Amlin’s premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with MS Amlin in writing in advance, for the purposes of providing the services; and (b) provide such necessary information for the provision of the services as the Supplier may reasonably request. MS Amlin may impose such further requirements which it deems necessary to ensure that the Supplier or its personnel permitted access to its premises are in compliance with any MS Amlin internal policies, including but not limited to health and safety matters.

### **TITLE AND INTELLECTUAL PROPERTY**

Title to any goods or deliverables provided to MS Amlin by Supplier shall transfer to MS Amlin as part of the services and shall pass to MS Amlin on the earlier of their delivery to MS Amlin or payment of the charges. Supplier and its licensors shall retain ownership of all Supplier Intellectual Property Rights (IPRs) including any background IPRs in the deliverables and/or goods. MS Amlin and its licensors shall retain ownership of all IPRs in materials provided by MS Amlin to Supplier.

The Supplier grants MS Amlin, or shall procure the direct grant to MS Amlin of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the deliverables for the purpose of receiving and using the services. MS Amlin may sub-license the rights to any MS Amlin Company in MS Amlin’s Group and its customers. MS Amlin grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify MS Amlin materials for the purpose of providing the services to MS Amlin for the duration of the services.

The Supplier shall indemnify MS Amlin against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by MS Amlin arising out of or in connection with any claim brought against MS Amlin for actual or alleged infringement of a third party’s rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by MS Amlin and its licensees and sub-licensees.

### **CHARGES AND PAYMENT**

MS Amlin shall pay the Supplier the charges in accordance with the terms of the Order. All amounts payable by MS Amlin exclude amounts in respect of value added tax (VAT) or similar tax which MS Amlin shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

The Supplier shall submit invoices for the charges plus applicable tax to MS Amlin monthly in arrears. Each invoice shall include all supporting information reasonably required by MS Amlin. MS Amlin shall pay each undisputed invoice which is properly due and submitted to it by the Supplier, within 30 (thirty) days of receipt, to a bank account nominated in writing by the Supplier.

If MS Amlin fails to make any undisputed payment due to the Supplier by the due date for payment, then, without limiting the Supplier’s remedies, MS Amlin shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%. MS Amlin may at any time, without notice to the Supplier, set off any liability of the Supplier to MS Amlin against any liability of MS Amlin to the Supplier.

## **LIMITATION OF LIABILITY**

Nothing in these Terms shall limit or exclude the Supplier's or MS Amlin's liability for: (i) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) any other liability which cannot be limited or excluded by applicable law; or (b) shall limit or exclude the Supplier's liability for (i) breaches of confidentiality (ii) data privacy obligations or (iii) in respect of any indemnity in these Terms.

Neither MS Amlin nor the Supplier shall have any liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with these Terms.

Save as set out in this clause, the Supplier's total liability to MS Amlin, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms and all applicable Orders incorporating these Terms shall be limited to the greater of £2,000,000 (two million pounds sterling) per Order or 200% of the charges paid or payable in respect of each Order.

MS Amlin's total aggregate liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms and all applicable Orders shall be limited to the total charges paid or payable by MS Amlin under the applicable Order.

## **INSURANCE**

During the term of provision of goods and services to MS Amlin and for a period of 6 (six) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the services. The Supplier shall promptly produce to MS Amlin on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **TERMINATION**

Without affecting any other right or remedy available to it, MS Amlin may terminate these Terms and/or any Order subject to these Terms for convenience on giving 30 days' notice to Supplier.

Either party may terminate these Terms or any Order subject to these Terms with immediate effect by giving written notice to the other party if: the other party takes any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Terms and/or any applicable Order shall remain in full force and effect.

On termination of the Terms and/or any applicable Order for whatever reason: (a) the Supplier shall immediately deliver to MS Amlin all goods and/or deliverables whether or not then complete, and return all MS Amlin materials. If the Supplier fails to do so, then MS Amlin may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with these Terms and the goods and/or services described in the applicable Order; and (b) the Supplier shall, if so requested by MS Amlin, provide all assistance reasonably required by MS Amlin to facilitate the smooth transition of the services to MS Amlin or any replacement supplier appointed by it.

## **CONFIDENTIALITY**

Each party agrees that it shall not at any time during the provision of goods and services that are subject to these Terms, and for a period of 2 (two) years after termination of these Terms or any applicable Order request if later, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the corporate group to which the other party belongs, except as permitted by this clause.

Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and any applicable Order. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. The Supplier shall not use the other MS Amlin Group's confidential information for any purpose other than to perform its obligations under these Terms and any applicable Orders.

## **DATA PROTECTION**

To the extent the Supplier is processing MS Amlin personal data, the Supplier shall: (i) process MS Amlin personal data lawfully including in accordance with the provisions of data protection laws and in accordance with MS Amlin's written instructions; (ii) prior to, and at all times during, the processing of the MS Amlin personal data, take all necessary technical and organisational precautions and measures to preserve the integrity of the MS Amlin personal data and prevent any unlawful processing, accidental loss or damage to or disclosure of MS Amlin personal data, including (without limitation): (b) the prompt restoration of systems in the event of any incident; and (a) regular testing of the various technical and organisational precautions and measures; (iii) shall treat, and shall procure that all relevant personnel shall treat, any MS Amlin personal data it processes or other data submitted to it on behalf of MS Amlin as confidential information

belonging to MS Amlin; (iv) notify MS Amlin within 24 hours upon becoming aware of a breach involving the MS Amlin personal data or circumstances that are likely to give rise to a breach involving the MS Amlin personal data, providing MS Amlin with sufficient information and in a timescale which allows MS Amlin to meet any obligations to report a breach under the data protection laws; (v) co-operate with MS Amlin and take such reasonable commercial steps as are directed by MS Amlin to: (a) respond to any exercise by the data subject of their rights; and/or (b) assist in the investigation, mitigation and remediation of a personal data breach; and/or (c) assist MS Amlin in responding to any audit, inspection or regulatory query; (vi) impose obligations materially similar to those in this clause upon any other processor or sub-processor with whom MS Amlin's personal data may be shared; and (vii) delete or return all the personal data to MS Amlin after the services or goods have been provided or upon MS Amlin's written request.

The Supplier shall not, and shall procure that any third parties shall not, transfer or process the MS Amlin personal data (or allow it to be accessed from), outside the European Economic Area without the express prior written consent of MS Amlin. The Supplier acknowledges and accepts that such consent may be contingent upon the Supplier complying with additional obligations including, but not limited to, entering into data processing agreements and/or Standard Contractual Clauses.

Where the circumstances require the Supplier to use sub-processors, MS Amlin hereby grants Supplier a mandate to execute and enforce the Standard Contractual Clauses on its behalf against Supplier's relevant sub-processors.

The Supplier will inform MS Amlin in advance about all sub-processors that will process Amlin personal data and will provide a notice mechanism to inform MS Amlin about changes relating to the sub-processors. This notice mechanism represents the Supplier's duty to inform and request consent from MS Amlin for the use of a new sub-processor.

If MS Amlin objects to the processing of personal data by Supplier, or any sub-processors, then MS Amlin shall notify Supplier in writing (including e-mail) within 30 (thirty) calendar days after receipt of Supplier's notice and Supplier and its sub-processors shall cease processing MS Amlin personal data and arrange for the return or destruction of such data as requested by MS Amlin.

#### **GENERAL**

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

These Terms and any Order governed by these Terms shall constitute the entire agreement between the parties unless the parties sign a separate written agreement in relation to the applicable goods/services in which case to the extent there is a conflict, the separate written agreement shall apply.

These Terms do not give rise to any rights under the (Rights of Third Parties) Act 1999.

The Supplier may not subcontract any or all of its rights or obligations under these Terms without the prior written consent of MS Amlin. If MS Amlin consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

No variations of these Terms shall be effective unless it is in writing and signed by the parties. A waiver or any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy. If any provision in these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If modification is not possible, the provision or part-provision shall be deemed deleted. Such modification or deletion shall not affect the validity and enforceability of the rest of these Terms.

#### **GOVERNING LAW AND JURISDICTION**

These Terms and any Order subject to these Terms shall be governed by, and construed in accordance with, the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and any Order subject to these Terms.