

TERMS AND CONDITIONS OF PURCHASE

BETWEEN

- (1) The Allianz Group company as named in the Purchase Order ("**Allianz**"); and
- (2) The Supplier as named in the Purchase Order (the "**Supplier**").

IT IS AGREED as follows:

1. Interpretation & Definitions

- 1.1 In this Agreement and the attached Schedules the following words and expressions shall have the following meanings unless the context otherwise requires:

"**Agreement**" means these terms and conditions of purchase, together with the Purchase Order;

"**Allianz Group**" means Allianz together with (i) any subsidiary of Allianz from time to time; (ii) any holding company of Allianz from time to time; and (iii) any subsidiary from time to time of such holding company; and the terms "**holding company**" and "**subsidiary**" shall have the meanings given to them by section 1159 of the Companies Act 2006 from time to time provided always that those holding companies and subsidiaries may be registered in Great Britain or elsewhere;

"**Authorised Service Recipient**" means each member of the Allianz Group who may be designated by Allianz to receive any of the Services from time to time;

"**Background IP Rights**" means any and all IP Rights that are owned by or licensed to either Party or its sub-contractors and which are or have been developed independently of this Agreement;

"**Confidential Information**" means all information which relates to the business, affairs, products, services, developments, trade secrets, personnel, customers, finances, systems, data, processes and/or methods of operation of either Party (including without limitation source code listings and software algorithms) or any other information which may be revealed by one Party to another (whether oral or in writing) in connection with the operation of this Agreement and which may reasonably be regarded as being the confidential information of the disclosing Party (whether or not such information is expressly stated to be confidential or marked as such) and in the case of Allianz, shall include without limitation, similar information of any member of the Allianz Group;

"**data controller**", "**data processor**", "**data subject**", "**personal data**", "**processing**", and "**appropriate technical and organisational measures**" will have the meanings given to them in and be interpreted in accordance with the provisions of the relevant DP Law;

"**Deliverables**" means any records, reports, documents, papers, or other materials whatsoever produced or originated by Supplier pursuant to this Agreement;

"**DP Laws**" means the EU Data Protection Directive 95/46/EC (and all applicable laws which replace it, including the General Data Protection Regulation), the Data Protection Act 2018 and the rules and regulations made or having effect under it, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

"**Employee Liabilities**" means all claims (including without limitation any claim for notice, a payment in lieu of notice, breach of contract, redundancy payments (whether pursuant to statutory requirements or otherwise), wrongful dismissal, unfair dismissal (including constructive unfair dismissal), discrimination on the grounds of sex, race, disability, religion, belief, age, gender reassignment, marital or civil partnership status, pregnancy, maternity, or sexual orientation, compensation for less favourable treatment of part-time workers or fixed-term employees, claims for failure to inform and consult pursuant to TUPE or the Trade Union (and Labour Relations Consolidation) Act 1992 and any claims whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality & Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation) and any expenses and legal costs on an indemnity basis;

"**Good Industry Practice**" means in relation to any undertaking and any circumstances the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would normally and reasonably be expected from a well reputed, nationally recognised company engaged in the same or similar type of activity;

"**Goods**" means the goods, if any, as are specified in the Purchase Order;

"**Goods Specification**" means any specification for Goods set out in the Purchase Order;

"**IP Rights**" means (i) copyrights, patents, know-how, confidential information, database rights and rights in trade marks and designs (in each case, whether registered or unregistered), (ii) applications for registration, and the right to apply for registration and extensions and renewals for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

"**Party**" means either the Supplier or Allianz;

"**Purchase Order**" means the order placed by Allianz for the supply of Goods and/or Services and which are subject to the terms of this Agreement;

"**Replacement Provider**" means any third party provider appointed by Allianz to provide the Goods and/or Services or any part of the Goods and/or Services on the termination of this Agreement or on the Supplier ceasing to provide the Goods or Services or any part thereof;

"**Safe Countries**" means the United Kingdom, the countries that comprise the European Economic Area, or any other country or territory with which the United Kingdom has adequacy regulations in respect of (as amended from time to time);

"**Service Specification**" means any specification for the Services and Deliverables as set out in the Purchase Order;

"**Services**" means the services, if any, as are specified in the Purchase Order; and

"**Working Day**" means a weekday (excluding any Saturday, Sunday, Public and Bank Holiday in England), from 9am to 5pm.

- 1.2 Clause headings and the use of bold face do not form part of or affect the interpretation of this Agreement.

- 1.3 References to any legislation shall include any statutory or other re-enactment or modification of that legislation (whether before or after the date of this Agreement).

- 1.4 Where the context requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

- 1.5 References to clause and schedule numbers are to clauses and schedules in this Agreement so numbered.

2. Structure of this Agreement

- 2.1 This Agreement shall govern the overall relationship of the Parties with respect to the provision of the Goods and/or Services to Allianz.

- 2.2 The Purchase Order constitutes an offer by Allianz to purchase Goods and/or Services from the Supplier in accordance with this Agreement.

- 2.3 The Purchase Order will be deemed to be accepted on the earlier of:
 - 2.3.1 the Supplier issuing written acceptance of the Purchase Order; or
 - 2.3.2 any act by the Supplier consistent with fulfilling the Purchase Order,

at which point and on which date the Purchase Order will come into existence (the "**Commencement Date**").

- 2.4 The terms and conditions of this Agreement apply to the Purchase Order to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.5 In the event of any conflict between the terms set out in different parts of this Agreement, the following order of precedence shall apply:
 - 2.5.1 the terms of the Purchase Order;
 - 2.5.2 these terms and conditions of purchase.

- 2.6 The Supplier acknowledges that this is not an exclusive arrangement and Allianz, or a member of the Allianz Group, reserves the right at any time to use alternative supplier(s) during the term of this Agreement, without cause or notification to the Supplier.

3. Commencement and Term

This Agreement will come into effect on the Commencement Date and will continue in full force and effect until the expiry date specified in the Purchase Order. If no such expiry date is specified, this Agreement shall continue in force until delivery of the Goods and/or performance of the Services has been completed.

4. Supplier Obligations with regard to Services

- 4.1 The Supplier shall manage and complete the Services, and deliver any Deliverables to Allianz or to any Authorised Service Recipients in accordance with the Purchase Order, and shall allocate sufficient resources to the Services to enable it to comply with this obligation.

- 4.2 The Supplier shall meet any performance dates or milestones specified in the Purchase Order. If the Supplier fails to do so, Allianz may (without prejudice to any other rights it may have):
 - 4.2.1 terminate this Agreement in whole or in part without liability to the Supplier; and
 - 4.2.2 refuse to accept any subsequent performance of the Services which the Supplier attempts to make.

- 4.3 In providing the Services, the Supplier shall:
 - 4.3.1 co-operate with Allianz in all matters relating to the Services, and comply with all reasonable instructions of Allianz from time to time;
 - 4.3.2 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Allianz, will be free from defects in workmanship, installation and design;

- 4.3.3 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 4.3.4 ensure that all Supplier personnel and subcontractor personnel observe, all health and safety rules and regulations and any other security requirements that apply to the Services and will comply with all lawful and reasonable directions of Allianz with regard to health and safety issues and rules pertaining to any Allianz site and adhere to Allianz's normal codes of staff and security practice;
- 4.3.5 hold all materials, equipment and tools, drawings, specifications and data supplied by Allianz to the Supplier ("**Allianz Materials**") in safe custody at its own risk, maintain the Allianz Materials in good condition until returned to Allianz, and not dispose or use the Allianz Materials other than in accordance with Allianz's written instructions or authorisation; and
- 4.3.6 not do or omit to do anything which may cause Allianz to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Allianz may rely or act on the Services.
- 4.4 Allianz may require the Supplier to remove any member of the Supplier personnel from the performance of Services provided that it acts reasonably in doing so.
- 4.5 The Supplier will remain solely responsible for the conduct of all employees and sub-contractors engaged by the Supplier in the provision of the Goods and performance of the Services.
- 5. Quality of Services**
- 5.1 The Supplier shall ensure that:
- 5.1.1 the Services are performed with reasonable care and skill and in accordance with Good Industry Practice;
- 5.1.2 the Services and any Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that any Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by Allianz; and
- 5.1.3 the Services and Deliverables will be provided in accordance with all applicable law, regulation codes of practice and rules relevant to the Services; and the Supplier will inform Allianz as soon as it becomes aware of any changes in such law, regulation codes of practice and rules.
- 5.2 Allianz's rights under this Agreement are in addition to the statutory terms implied in favour of Allianz by the Supply of Goods and Services Act 1982 and any other statute.
- 6. The Supplier's Obligations with regard to the provision of Goods**
- 6.1 During the Term, the Supplier shall supply, and Allianz shall purchase, such quantities of Goods as Allianz may specify in the Purchase Order.
- 6.2 The Supplier shall ensure that the Goods shall:
- 6.2.1 correspond with their description and any applicable Goods Specification;
- 6.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Allianz, expressly or by implication, and in this respect Allianz relies on the Supplier's skill and judgment;
- 6.2.3 where applicable, be free from defects in design, materials and workmanship and remain so for six (6) months after delivery; and
- 6.2.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 6.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Purchase Order in respect of the Goods.
- 6.4 If Allianz considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 6.2, then, without limiting any other right or remedy that Allianz may have, Allianz may reject those Goods in whole or in part whether or not title has passed and:
- 6.4.1 require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within five (5) Working Days of being requested to do so; or
- 6.4.2 require the Supplier to repay the price of the rejected Goods in full (whether or not Allianz has previously required the Supplier to repair or replace the rejected Goods).
- 6.5 Allianz's rights and remedies under this clause 6 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Agreement by the Sale of Goods Act 1979.
- 6.6 The terms of this Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.
- 7. Delivery of Goods**
- 7.1 The Supplier shall ensure that:
- 7.1.1 the Goods are properly packed, adequately protected and secured in such manner as to enable them to reach their destination in good condition;
- 7.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 7.1.3 if the Supplier requires Allianz to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 7.2 The Supplier shall deliver the Goods:
- 7.2.1 on the date specified in the Purchase Order;
- 7.2.2 to the Allianz premises as set out in the Purchase Order or such other location as instructed by Allianz before delivery (the "**Delivery Location**");
- 7.2.3 during the Working Day, or as otherwise agreed by the Parties.
- 7.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 7.4 The Supplier shall not deliver the Goods in instalments without Allianz's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately.
- 7.5 Title and risk in the Goods shall pass to Allianz on completion of delivery.
- 8. Duties of Allianz**
- 8.1 Allianz shall comply in a timely manner with its obligations contained in this Agreement.
- 8.2 Allianz's compliance with any request for information is subject to any internal security rules and requirements of Allianz and subject to the observance by Supplier of its confidentiality obligations under this Agreement.
- 8.3 Allianz shall provide Supplier with any documentation, materials, data and any other items and assistance regarding the activities and methods of Allianz as may reasonably be required by Supplier to fulfil its obligations under this Agreement.
- 8.4 Allianz shall provide the Supplier with reasonable access at reasonable times to Allianz's sites to the extent needed to facilitate the performance of Services or delivery of Goods.
- 9. Charges**
- 9.1 The price for the Goods:
- 9.1.1 shall be the price set out in the Purchase Order; and
- 9.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by Allianz. No extra charges shall be effective unless agreed in writing and signed by Allianz.
- 9.2 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Allianz, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3 Payment is due to Supplier for the full and proper performance of its obligations under this Agreement and not otherwise. No charge is payable for non-delivery of the Goods and/or Services. For the avoidance of doubt, Supplier acknowledges that it shall not be entitled to payment for the supply of Goods or Services pursuant to this Agreement unless the charges are expressly set forth in this Agreement or otherwise approved in writing in accordance with the provisions of this clause 9.
- 9.4 In respect of Goods, the Supplier shall invoice Allianz on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Allianz in accordance with the terms of the Purchase Order or, if no such terms are specified, on completion of the Services. Each invoice shall include such supporting information required by Allianz to verify the accuracy of the invoice, including but not limited to the Purchase Order number.
- 9.5 In consideration of the supply of Goods and/or Services by the Supplier, Allianz shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.6 All charges shall be exclusive of value added tax which shall be added to invoices at the rate applicable at the date of invoice. The Supplier shall indemnify and keep Allianz fully and effectively indemnified in respect of any claim or demand made by any tax authorities against the Supplier in respect of the Goods and Services performed by the Supplier hereunder.
- 9.7 Where Allianz has a reasonable dispute regarding an invoice received from Supplier, Allianz will promptly notify the Supplier of that dispute. Allianz will pay the undisputed element of the invoice in accordance with clause 9.5 and both Parties will use reasonable endeavours to resolve the dispute regarding the balance of the invoice as quickly as reasonably possible.
- 9.8 If any sum due to the Supplier remains unpaid thirty (30) days after payment was due by Allianz, the Supplier may charge interest (both before and after any judgment) on the amount unpaid at the rate of 2 per cent per annum above the base rate of the Bank of England from time to time until payment is made in full, calculated on a daily basis. The Supplier's right to charge interest shall not apply where there is a reasonable dispute in accordance with clause 9.7 as to whether the invoice is properly payable.

- 9.9 Allianz may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Allianz against any liability of Allianz to the Supplier, whether either liability is present or future and whether or not either liability arises under this Agreement.
- 10. Intellectual Property Rights**
- 10.1 In respect of any Goods that are delivered to Allianz as part of the Services under the Purchase Order, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery to Allianz, it will have full and unrestricted rights to sell and transfer all such items to Allianz.
- 10.2 The Supplier shall obtain waivers of all moral rights in the products of the Services, including for the avoidance of doubt the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 10.3 The Supplier shall, promptly at Allianz's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Allianz may from time to time require for the purpose of securing for Allianz the full benefit of the Agreement, including all right, title and interest in and to the IP Rights assigned to Allianz in accordance with this clause 10.
- 10.4 Without prejudice to the foregoing, Allianz hereby agrees that the Supplier or any employee, agent or sub-contractor of Supplier, will retain ownership of all Supplier Background IP Rights. The Supplier grants to Allianz a non-exclusive, non-transferable licence to use Supplier Background IP to the extent necessary to receive the full benefit of the Services.
- 10.5 Allianz shall retain ownership of all Allianz Background IP Rights and hereby grants to the Supplier for the duration of this Agreement a non-exclusive, non-transferable, royalty-free licence to use the Allianz Background IP Rights solely to the extent necessary to provide the Services.
- 10.6 Unless otherwise agreed in writing by the Parties, the Parties hereby agree that all IP Rights created by the Supplier or any employee, agent or sub-contractor of the Supplier in the course of providing the Goods and Services for Allianz (the "Developed IP Rights") shall vest in Allianz upon creation.
- 10.7 Allianz hereby grants to the Supplier for the duration of this Agreement a non-exclusive, non-transferable, royalty-free licence to use the Developed IP Rights solely to the extent necessary to provide the Goods and/or Services.
- 10.8 The Supplier hereby indemnifies and will keep indemnified Allianz and all members of the Allianz Group ("The Indemnified") from and against any claim, action, liability, proceedings, costs (including legal costs and disbursements on a solicitor and client basis), damages and expenses raised against or incurred by The Indemnified however arising and which relate to any claim that use of the Supplier Background IP Rights, the Developed IP Rights, receipt of the Goods and/or the performance of Services by Supplier infringe the IP Rights of any third party.
- 10.9 The indemnity in sub-clause 10.8 shall apply provided that:
- 10.9.1 upon becoming aware of anything which might give rise to any liability on the Supplier to indemnify Allianz under sub-clause 10.8, Allianz will give written notice to the Supplier;
- 10.9.2 Allianz shall not do or say anything which may compromise or settle the claim without the Supplier's written agreement (not to be unreasonably withheld or delayed); and
- 10.9.3 the Supplier shall have the sole right to conduct the defence and settlement of any claim and Allianz shall give the Supplier all reasonable assistance in the defence of such claim (at the Supplier's expense).
- 10.10 In the event that any such claim alleging infringement is made or may be made, the Supplier may at its sole option and expense and without prejudice to other rights Allianz may have:
- 10.10.1 procure for Allianz and all members of the Allianz Group the right to continue using any Goods and Services or infringing part thereof;
- 10.10.2 modify or amend any Goods and Services or infringing part thereof so that the same becomes non-infringing; or
- 10.10.3 replace any Goods and Services or infringing part thereof by other non-infringing Goods and Services of similar capability.
- 11. Data Protection**
- 11.1 With respect to the Parties' rights and obligations under this Agreement, Allianz and members of the Allianz Group are the data controller and the Supplier is the data processor of any personal data that is processed by the Supplier in the course of performing its obligations under this Agreement.
- 11.2 The Supplier undertakes to:
- 11.2.1 process the personal data only in accordance with written instructions from Allianz and not for the Supplier's own purposes, including marketing purposes. If the Supplier is required to process the personal data for any other purpose by applicable law, the Supplier will promptly inform Allianz of this legal requirement in advance of undertaking any such processing, to the extent permitted to do so by the applicable law;
- 11.2.2 process the personal data always in accordance with the DP Laws and only to the extent, and in such manner, as is strictly necessary for the performance of its obligations under this Agreement;
- 11.2.3 maintain written records of all categories of personal data processing activities carried out on behalf of the Allianz Group (where applicable to this Agreement) containing the information prescribed in applicable DP Law. The Supplier shall promptly make these records available to Allianz and any applicable law enforcement authority at Allianz's request;
- 11.2.4 implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, including the measures taken in accordance with applicable DP Law or as otherwise contained in this Agreement, and provide a written description of such technical and organisational methods employed by the Supplier for processing personal data upon request and within the timescales reasonably required by Allianz. These measures must be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected;
- 11.2.5 take steps in accordance with Good Industry Practice to ensure the reliability of any Supplier personnel and sub-contractor personnel who have access to the personal data to ensure compliance with the provisions of this clause 11;
- 11.2.6 not transfer any personal data to any third party (including any sub-contractors) without the prior written consent of Allianz. Where Allianz does consent to the Supplier engaging a sub-contractor to carry out any part of the Services, the Supplier must ensure the reliability and competence of such sub-contractor, its employees or agents who may have access to the personal data processed under this Agreement, and must include in any contract with such sub-contractor provisions which are equivalent and provide equivalent protection for Allianz and the Allianz Group to those included in this clause 11, and also as are required by applicable DP Law. Where the Supplier's personnel or sub-contractors act or fail to act in breach of the obligations imposed on the Supplier by this clause 11 or applicable DP Laws, the Supplier will remain fully liable to Allianz for such failure;
- 11.2.7 promptly (but, in any event, within twenty-four (24) hours of becoming aware) notify Allianz if it becomes aware of any actual, suspected or attempted breach of this clause 11 and take such steps as Allianz, the Information Commissioner or any other law enforcement authority may reasonably require, within the timescales required by such entities, to remedy such breach and provide such further information as any of those entities may reasonably require;
- 11.2.8 immediately refer to Allianz any requests, notices or other communication from data subjects, the Information Commissioner, any other law enforcement authority or any other relevant third parties, to the extent permitted by applicable law, for Allianz or members of the Allianz Group to resolve. The Supplier must, at no additional cost, provide such information to Allianz as Allianz may reasonably require, and within the timescales reasonably specified by Allianz, to allow Allianz to resolve such requests, notices or other communications;
- 11.2.9 not transfer or process any personal data outside of the Safe Countries without Allianz's express prior written consent. Where Allianz does consent to the transfer or processing of personal data outside of the Safe Countries, the Supplier must comply with all applicable DP Laws and undertakes to take all steps necessary to comply with those Laws including, if requested by Allianz, to execute a copy of the EC approved standard contract clauses with Allianz and/or any other Allianz Group companies as directed by Allianz;
- 11.2.10 not retain any of the personal data for longer than is necessary to perform its obligations under this Agreement and upon Allianz's reasonable request, securely destroy or return such personal data; and
- 11.2.11 comply with and supplement this Agreement at Allianz's request with any specific clauses that any applicable law enforcement authority (including the European Commission and the European Data Protection Supervisor) recommend are included in agreements made with data processors.
- 11.3 The Supplier hereby indemnifies and will keep indemnified Allianz from and against any claim, action, liability, proceedings, costs (including legal costs and disbursements on a solicitor and client basis), damages and expenses raised against or incurred by Allianz however arising and which relate to any failure by the Supplier or its employees or subcontractors to comply with any of its obligations under this clause 11.
- 12. Change Control**
- 12.1 No change or variation to the Goods or Services or this Agreement shall be valid unless in writing and signed by an authorised representative of each Party.
- 12.2 Until such time as any variation is formally agreed in writing and signed by an authorised representative of each Party, the Supplier shall continue to perform and to be paid as if such variation had not been requested or recommended.
- 13. Confidentiality**
- 13.1 Each Party will not make or cause or permit to be made any use or disclosure of any Confidential Information except to the extent permitted under this Agreement.
- 13.2 Each Party, as recipient Party, undertakes to the other, as disclosing Party:
- 13.2.1 to keep secret and confidential, whether before or after the execution of this Agreement, any and all Confidential Information of the disclosing Party by employing the same degree of care as it takes to preserve and protect its own confidential information of a similar nature but in no event shall this be less than a reasonable degree of care;

13.2.2 not, without the disclosing Party's prior written consent or as otherwise required by law, to disclose any Confidential Information of the disclosing Party in whole or in part to any other person (and, in the case of Supplier, sub-contractors, associates, agents and representatives) except to employees who are directly involved with the Goods and Services and who need to know the same. Each Party, as recipient Party, shall make each of the third parties to whom any Confidential Information of the disclosing Party is disclosed under this sub-clause 13.2.2 aware of the confidential nature of the disclosing Party's Confidential Information; and

13.2.3 to use the Confidential Information of the disclosing Party solely in connection with the performance of this Agreement and not for its own benefit or the benefit of any third Party.

13.3 The disclosing Party warrants that it has (or in the case of Confidential Information already disclosed, had) the right to disclose any Confidential Information provided to the recipient Party.

13.4 In the event of termination of this Agreement the recipient Party shall destroy or return to the disclosing Party (in the format and on the media reasonably specified by the disclosing Party) all Confidential Information of the disclosing Party together with all partial or complete copies thereof, except, in the case of Allianz, where such Confidential Information is required in order to receive ongoing benefit from the Goods and Services.

13.5 If either Party becomes aware of any breach of confidence by any of its employees, agents or sub-contractors it shall promptly notify the other Party and give them all reasonable assistance in connection with any proceedings which that Party may institute against any such persons. Each Party will ensure that all of its employees or agents to which Confidential Information is disclosed are aware prior to receiving the Confidential Information in question of the relevant Party's obligations pursuant to this clause. Each Party agrees to ensure that any employees, agents or sub-contractors who are exposed to the other Party's Confidential Information shall enter into an agreement upon terms substantially similar to those set out in this clause 13 and details of such agreements and evidence that they are in force shall promptly be provided upon request.

13.6 Each Party shall be permitted to disclose Confidential Information of the other Party to the extent that it is required to do so by law or by any public, governmental, supervisory or regulatory authority or by any legally binding order of any court or tribunal provided in any such case provided that:

13.6.1 the disclosure or use is limited strictly to those parts of the other Party's Confidential Information which are required to be disclosed pursuant to clause 13.6;

13.6.2 each Party shall use reasonable endeavours to ensure the recipient of such Confidential Information is made aware that such information is confidential; and

13.6.3 to the extent legally permissible, it shall first notify the disclosing Party of such disclosure and allow the disclosing Party a reasonable opportunity to object to such disclosure.

13.7 The obligations contained in sub-clauses 13.2.1, 13.2.2 and 13.2.3 shall not apply to any Confidential Information of either Party.

13.7.1 to the extent that such Confidential Information was publicly available or generally known to the public or lawfully in the possession of the other Party at the time of the disclosure;

13.7.2 to the extent that such Confidential Information becomes publicly available or generally known to the public at any time after such disclosure, except as a result of any breach by the other Party of its obligations hereunder;

13.7.3 to the extent that the other Party acquires or has acquired such Confidential Information free from any obligation or confidentially from a third Party who is not in breach of any obligation as to confidentiality to either Party, or

13.7.4 in the case of Allianz, to the extent it is required to disclose Confidential Information in the normal course of business within the insurance industry including but not limited to for the purpose of reinsurance or fraud prevention.

13.8 Either Party may disclose Confidential Information to its subsidiaries, holding companies or subsidiaries of its holding companies from time to time provided that the company to which disclosure is made observes the provisions of this clause.

13.9 The Supplier shall make no announcement or publicity concerning this Agreement or any matter without the prior written consent of Allianz. The consent for this shall not be unreasonably withheld. The format and content of any announcement or publicity shall be as specified by Allianz.

13.10 Each Party shall operate reasonably adequate procedures designed to ensure compliance with this Clause.

13.11 The provisions of this clause 13 shall survive the termination of this Agreement for a period of three (3) years.

14. Liability and Insurance

14.1 The Supplier is engaged for its ability and expertise in the subject-matter of this Agreement upon which Allianz will rely.

14.2 This clause sets forth the entire liability of Supplier and Allianz to each other, whether in contract or in tort (including negligence or where there is strict liability) or otherwise.

14.3 Neither Supplier nor Allianz excludes or limits any liability to each other for:

14.3.1 personal injury (including sickness and death) to the extent that such injury results from the act or omission of itself, its employees, agents or sub-contractors;

14.3.2 damage to property to the extent that such damage results from the act or omission of itself, its employees, agents or sub-contractors;

14.3.3 fraud or fraudulent misrepresentation; or

14.3.4 for any matter indemnified in this Agreement.

14.4 Except as provided in sub-clause 14.3, the total liability of Supplier in respect of all liability for claims in respect of loss or damage arising during the term of this Agreement from any cause related to or arising out of the performance of this Agreement, regardless of the form of the action, whether in contract or in tort or otherwise shall not exceed the sum of £1,000,000 per claim and/or event giving rise to loss or damage.

14.5 Except as provided in sub-clause 14.3, the total liability of Allianz shall not exceed the amount of all Charges payable under this Agreement.

14.6 The Supplier shall have in force and shall require any sub-contractor to have in force:

14.6.1 Employer's Liability (or Workmen's Compensation) Insurance in a sum not less than £10,000,000;

14.6.2 Public Liability (Third Party) Insurance in a sum not less than £5,000,000; and

14.6.3 in the case of any professional or advisory Services performed under this Agreement, Professional Indemnity Insurance in a sum not less than £5,000,000.

14.7 The Supplier will give notice within two (2) Working Days of any accident or damage likely to be subject to a claim under the Supplier's insurance and will provide any information required by Allianz.

14.8 Details of any insurance cover which may apply to the Supplier in connection with this Agreement, and evidence that such insurance is in force, shall promptly be provided to Allianz upon request.

14.9 Notwithstanding anything to the contrary in this Agreement, in no circumstances shall either Party be liable to the other Party for any:

14.9.1 losses, damages, costs and/or expenses arising from events outside of a Party's reasonable control;

14.9.2 loss of profits;

14.9.3 loss of revenue;

14.9.4 business interruption;

14.9.5 loss or damage to goodwill or reputation;

14.9.6 loss of interest or savings;

14.9.7 whether or not either Party had informed the other Party of the possibility of such losses occurring.

15. Code of Conduct

Anti-corruption and Inducements

15.1 The Supplier shall:

15.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 (regardless of where such activity, practice, or conduct is carried out);

15.1.2 not offer or give, or agree to give, to any employee, agent, servant or representative of Allianz any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other contract, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such contract;

15.1.3 have in place adequate procedures designed to prevent persons employed by or associated with them from bribing another person;

15.1.4 promptly report to Allianz any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement; and

15.1.5 warrant that they have not paid commission or agreed to pay any commission to any employee or representative of Allianz.

Conflicts of Interest

15.2 The Supplier must disclose all actual or potential conflicts of interest (including but not limited to personal or economic relations) due to business or personal relationships with Allianz staff or customers, other suppliers of Allianz, or with other Allianz Group employees.

15.3 The Supplier must compete fairly and in line with relevant anti-trust laws. The Supplier must therefore calculate, quote and submit prices contained in any bid,

proposal or invoice to Allianz independently without collusion, consultation, communication or agreement with any other competing supplier.

Respect for Human Rights and Fair Labour Practices

- 15.4 Allianz respects and supports compliance with internationally recognised human rights, including but not limited to the Modern Slavery Act 2015. Allianz expects the Supplier to promote respect for human rights both internally and across their supply chain.
- 15.5 The Supplier must provide a workplace free of inhumane or discriminatory treatment or threat thereof, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity and shall use reasonable endeavours to ensure the same applies throughout their supply chain.
- 15.6 The Supplier must respect legislation against child labour. The Supplier must not use any form of forced labour or human trafficking of involuntary labour through threat, force, fraudulent claims or other coercion and shall use reasonable endeavours to ensure the same applies throughout their supply chain.
- 15.7 The Supplier must comply with all applicable labour laws including as to compensation and working hours, and use reasonable endeavours to ensure their supply chain does the same. The Supplier must respect workers' rights to freedom of association and collective bargaining in accordance with applicable local laws and regulations.

Licenses and Registration

- 15.8 The Supplier must obtain the appropriate registrations and licences from the relevant regulatory bodies prior to the start of this Agreement. In the event that the Supplier becomes aware that proceedings are started to limit, withdraw or otherwise alter the terms of any such licence, the Supplier must inform Allianz in writing at the earliest reasonable opportunity.

Annual Due Diligence

- 15.9 The Supplier shall, at the Supplier's own cost, carry out Allianz's annual supply chain due diligence checks as notified by Allianz, who shall act reasonably in making any such request.

16. Termination

- 16.1 This Agreement may be terminated forthwith, either in full or in part, by either Party by notice in writing if any of the following events occurs:
- 16.1.1 the other Party is at any time in material or persistent breach of this Agreement and such breach is not, in the reasonable opinion of the non-defaulting Party, capable of remedy, and the Parties agree that any event of fraud is a material breach under this Agreement;
- 16.1.2 the other Party shall at any time be in default under this Agreement (other than material default specified in sub-clause 16.1.1 above) and shall fail to remedy such default within fourteen (14) days from receipt of notice in writing from the Party not in default specifying such default; or
- 16.1.3 the other Party has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding up (other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation), dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution, or other legal process is levied against any of its assets, which is not discharged or paid out in full within three (3) Working Days, or if any event analogous to any of the foregoing occurs in any jurisdiction in which the relevant Party is incorporated, resident or carries on business; or
- 16.1.4 the other Party is by any cause prevented from performing its obligations hereunder for a continuous period of thirty (30) consecutive days or for a total period of sixty (60) days in any period of three (3) months.
- 16.2 Allianz may terminate this Agreement with immediate effect by giving Supplier notice in writing if Supplier commits a breach of clause 15 or if Allianz have reasonable cause on a factual basis to believe clause 15 has been breached.
- 16.3 Allianz shall have the right to terminate this Agreement, either in full or in part, at any time on giving ninety (90) days' written notice to Supplier at which point any fees paid in advance for Goods and/or Services not yet delivered shall be returned to Allianz. The Supplier shall also have the right to terminate this Agreement, either in full or in part, at any time on giving ninety (90) days' written notice to Allianz.
- 16.4 The expiry or termination of this Agreement shall be without prejudice to the rights of the Parties accrued up to the date of such expiry or termination.
- 16.5 Clauses which expressly or by implication survive termination of this Agreement shall continue in full force and effect.
- 17. Consequences of Termination**
- On the termination of this Agreement for whatever reason:
- 17.1 all rights and obligations of the Parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination;
- 17.2 Allianz shall pay the Supplier for all due, unpaid fees not the subject of bona fide dispute and any pre-agreed reimbursable expenses accrued up to the date of termination, and ensure the return of any property, including materials and equipment, belonging to the Supplier;

- 17.3 The Supplier shall immediately: (i) return all property of Allianz including all Confidential Information and all Deliverables (in the format and on the media reasonably specified by Allianz); (ii) destroy all copies (electronic or otherwise) of the same, so that nothing belonging to Allianz which is not intended for use by the Supplier outside/after this Agreement is retained; and (iii) confirm in writing that all the above actions have been carried out. On providing reasonable grounds for further investigations, Allianz may, on giving reasonable notice, request permission for a physical audit to be carried out on the Supplier premises for the purposes of verifying the content of the Supplier signed statement. In so doing, Allianz shall specify which records or aspects Allianz has cause to inspect and shall agree the same with the Supplier before such inspection.

- 17.4 The Supplier will provide termination services as reasonably necessary to allow the provision of the Goods and/or Services to continue without interruption or disruption and to facilitate the orderly and complete transfer of the Goods and/or Services to Allianz or a Replacement Provider with the minimum of disruption to Allianz's business. The Supplier shall use its best endeavours to agree an appropriate plan, co-operate with and support Allianz to achieve a seamless transfer. The Supplier shall also comply with all relevant employment legislation applicable to all staff affected. For the avoidance of doubt, Allianz has no obligation to take the termination services from the Supplier.

18. Force Majeure

- 18.1 Neither Party shall be under any liability to the other for any delay or failure in performing its obligations under this Agreement to the extent that the failure or delay is caused or contributed to by any circumstance beyond its reasonable control, including but not limited to any act of God, war, civil commotion, riot, strike, lockout, trade dispute (except where involving its own employees), breakdown, failure, accident or any other happening or event whatsoever (whether or not of a kind similar to those mentioned before). Any such delayed Party shall be entitled to a reasonable extension of time for the performance of its obligations.

19. Enticement/Non-Solicitation

- 19.1 Both Parties undertake that they shall not (subject always to the provisions of this clause) without the other Party's prior written consent, either during the Term or within three (3) months after termination or expiry of this Agreement whichever is the later, engage employ or otherwise solicit for employment any person who, during the relevant period, was an employee or a sub-contractor of the other Party.
- 19.2 For the avoidance of doubt, this clause is not intended to restrict either Party from advertising vacancies to the general public and dealing with any employee, sub-contractor or nominee of the other Party who responds to such advertisement.

20. TUPE

- 20.1 The Parties do not consider or intend that the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") shall operate to transfer the employment (and/or any liability arising from or in connection with such employment) of any employees or former employees of Allianz to the Supplier as a result of or connected to the Supplier's appointment under this Agreement or as a result of the supply of Goods and/or the provision of the Services by the Supplier.
- 20.2 The Parties do not consider or intend that TUPE shall operate to transfer the employment of (and/or any liability arising from or in connection with such employment) any employees or former employees of the Supplier or any sub-contractor of the Supplier to Allianz or any Replacement Provider as a result of or connected to any takeover of the supply of Goods and/or the provision of the Services to be provided by the Supplier under the terms of this Agreement (in either case in whole or in part), whether on termination of this Agreement or on the Supplier ceasing to provide any service or carry on any business under or connected with this Agreement.
- 20.3 If, notwithstanding sub-clauses 20.1 and/or 20.2 above, any person who is or has been employed or engaged by Allianz transfers or claims to have transferred to the employment of the Supplier or any person who is or has been employed or engaged by the Supplier or any sub-contractor of the Supplier transfers or claims to have transferred to Allianz or any Replacement Provider, in both cases whether as a result of the application of TUPE or otherwise as a result of or connected to this Agreement or as a result of the supply of Goods and/or the provision of the Services or the termination or cessation of the same, the following process shall apply:
- 20.3.1 the Party to whom such person claims to have transferred ("Party 1") shall notify the other Party ("Party 2") in writing within seven (7) days of becoming aware of that fact (a "Notification");
- 20.3.2 Party 1 may at its discretion accept such person's claim;
- 20.3.3 within fourteen (14) days of Notification, Party 2 may offer employment to such person or may take at its own cost such other steps as it feels necessary to effect a written withdrawal of the claim. If such offer of employment is accepted, Party 1 shall immediately release the person from its employment;
- 20.3.4 if no such offer of employment has been made by Party 2 or such offer has been made but not accepted or if such person has failed to withdraw the claim then Party 1 may, following its notification to Party 2 in writing in advance, terminate the employment of such person within seven (7) days or as soon as it is reasonably practicable thereafter, but in any event within one (1) month of the expiry of the twenty-one (21) day period from Notification.

For the avoidance of doubt, if Party 1 accepts that a person's employment has transferred to that party and/or fails to take the action outlined in sub-clauses 20.3.1, 20.3.3 and/or 20.3.4 above within the appropriate time period then such person shall be deemed to have transferred to Party 1 and Party 1 shall not be entitled to any indemnity pursuant to clause 20.4 or otherwise.

20.4 Subject to the provisions of sub-clauses 20.3.1 to 20.3.4 above being followed (or the Parties acting in any other way as may be agreed between them), Party 2 shall indemnify Party 1 against all Employee Liabilities suffered or incurred as a result of the transfer or alleged transfer.

20.5 The Supplier shall be entitled to assign the benefit of the indemnity at sub-clause 20.4 to any of its contractors or sub-contractors to which any person who has been employed or engaged by Allianz transfers or claims to have transferred without the need for consent from Allianz and Allianz shall be entitled to assign the benefit of the indemnity at sub-clause 20.4 to any Replacement Provider to which any person who has been employed or engaged by the Supplier or any sub-contractor transfers or claims to have transferred without the need for consent from the Supplier.

21. Assignment

Subject to clause 20.5, neither Party shall (save where doing so to a company within its existing group of companies where no consent shall be required) transfer or assign the whole or any part of this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed subject to the provision of all relevant financial information which may be requested by the other Party in respect of such transferee or assignee.

22. Severability

In the event that any of the terms contained herein are determined by any competent authority to be invalid or unenforceable to any extent, such term shall to that extent be severed from the body of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

23. Notices

23.1 Any notice, invoice or other communication which either Party is required by this Agreement to serve on the other Party shall be in writing and may be served by being sent to the other Party at its registered address as follows: (a) by personal delivery; (b) by registered or first-class post or recorded delivery; or (c) by facsimile transmission confirmed by registered or first-class post or recorded delivery.

23.2 Notices sent by registered post or recorded delivery shall be deemed to be served three (3) Working Days following the day of posting. Notices sent by facsimile transmission and for which an error-free transmission code is received by the sender shall be deemed to be served on the day of transmission if transmitted before 5:00pm GMT on a Working Day, but otherwise on the next following Working Day. In all other cases, notices are deemed to be served on the day when they are actually received. All notices, invoices and other communications served pursuant to this Agreement shall expressly refer to this Agreement.

24. Dispute Resolution

24.1 Should there be a dispute between the Parties concerning any matter arising from or in connection with this Agreement the Parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out in this clause.

24.1.1 Informal Dispute Resolution

Level I: The Parties agree to aim to work out a settlement within thirty (30) days following the day of written notification of a dispute. If an agreement cannot be reached, by the end of the thirty (30) day period the Parties shall immediately sign a document containing information which is designed to assist resolution of the dispute (and which may be amended from time to time by either Party) regarding what has been agreed and what remains in dispute between them on the date at which the negotiations failed, but either Party can initiate Level II proceedings by notification to the other Party whether or not such document was signed.

Level II: No later than two (2) weeks after Level II proceedings have been initiated representatives of both Parties shall meet in person. In the event the Parties do not meet or if during two (2) weeks after such meeting and at the latest four (4) weeks after Level II proceedings have been initiated, an agreement has not been reached, the Parties will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation a Party must give notice in writing (an "ADR notice") in accordance with clause 23 to the other Party requesting mediation in accordance with this sub-clause 24.1.1 and a copy of this request must be sent to CEDR. If there is any point relating to the conduct of the mediation (including as to the nomination of the mediator) upon which the Parties cannot agree within fourteen (14) days from the date of the ADR notice, CEDR will, at the request of either Party, decide that point for the Parties, having consulted with them. The mediation will start not later than twenty eight (28) days after the date of the ADR notice.

24.1.2 Formal Dispute Resolution

At any time, without reference to Level II in sub-clause 24.1.1 above, any dispute may be referred by either Party to any competent regulatory government authority and/or to a court of competent jurisdiction.

25. Export Control

The Parties acknowledge that any products, software, and technical information (including, but not limited to, service, technical assistance and training) provided under the Agreement may be subject to export laws and regulations, and any use or transfer of such products, software, and technical information must be in compliance with all applicable regulations. The Parties will not use, distribute, transfer, or transmit such products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either Party, the other Party also agrees to sign

written assurances and other export-related documents as may be required to comply with all applicable export regulations.

26. Audit

26.1 On providing not less than thirty (30) days' written notice to the Supplier, Allianz shall be entitled to audit the Supplier in connection with its obligations under this Agreement and such right to audit shall apply at any time during the term of this Agreement and thereafter until all the Supplier rights, obligations and duties have come to an end under this Agreement. The Supplier shall promptly allow representatives of Allianz access to any of its offices at any time for this purpose.

26.2 The Supplier shall co-operate fully with any such audit and provide access at the Supplier premises to such information, data and records of whatsoever nature as may be requested by Allianz. Allianz shall be entitled to make copies of such information, data and records relating to the Allianz relationship and any associated procedures and remove copies only of any information data or records from the Supplier premises. The Supplier shall make available during any such audit one or more of its managers or senior officials with the appropriate level of expertise and authority to answer any enquiries by Allianz. The Supplier shall provide copying facilities at no charge to Allianz.

26.3 The Supplier shall comply promptly with any reasonable request by Allianz for information relating to the performance of the Supplier duties and obligations under this Agreement.

27. Sub-Contracting

The Supplier shall not be entitled to delegate or sub-contract its duties under this Agreement to any third party unless there has been the prior written approval of Allianz. Notwithstanding the above, in the event of any sub-contracting (whether permitted under this Agreement or otherwise), the Supplier shall remain primarily and fully responsible for the acts and omissions of its sub-contractors.

28. Third Parties

28.1 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any third party which exists or is available apart from that Act provided always that it is hereby agreed that any Allianz Group company from time to time shall be regarded as a third party who may benefit under this Agreement pursuant to the Contract (Rights of Third Parties) Act 1999.

28.2 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

29. Costs

The Parties shall each pay their own costs, charges and expenses in relation to the negotiation, preparation, execution and implementation of this Agreement and all other documents referred to in this Agreement.

30. Waiver

The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other further exercise thereof or the exercise of any other right.

31. Relationship of the Parties

Nothing contained in this Agreement shall be deemed to or construed by the Parties, nor any third party, as creating a partnership, an agency relationship or joint venture between the Parties or any of their employees, representatives or agents.

32. Entire Agreement

This Agreement is complete and constitutes the entire agreement between the Parties with respect to the subject matter hereof and any and all written or oral agreements or understandings of any kind that may have been made prior to the date of this Agreement shall be deemed to have been superseded by the terms of this Agreement. The Parties hereby agree that any terms and conditions contained in any quote, order, invoice or other documentation issued by either Party after the Effective Date of this Agreement shall not serve to supersede this Agreement.

33. Counterparts

This Agreement may be executed in more than one counterpart each of which shall be deemed to constitute an original, and shall become effective when one or more counterparts have been signed by all of the Parties to this Agreement and such counterpart (so signed) has been delivered to each of these Parties.

34. Law

The validity construction and performance of this Agreement shall be exclusively governed by the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.