

1. INTERPRETATION

1.1 The following definitions apply to these Conditions.

Aviva Sites means: (a) any Purchaser Group premises; (b) any property owned or occupied by any member of Purchaser Group (including where Purchaser or any other Purchaser Group member is a tenant and is provided building-related services through a lease); and/or (c) land which Purchaser or a Purchaser Group member is responsible for maintaining or on which it is required to work.

Commencement Date means the date on which Supplier is required to commence the Services as set out in the PO, or, if no such date is specified, the date that the PO was issued.

Completion Date means the date on which Supplier is required to complete the Services as set out in the PO, or, if no such date is specified, the date which is 28 (twenty-eight) days after the Commencement Date.

Conditions means these standard terms and conditions of purchase.

Confidential Information means information or data (whether written, oral, visual, electronic, magnetic, digital or in any other form) which has been or is disclosed to the receiving party (whether or not designated as confidential) by or on behalf of the disclosing party (including but not limited to information or data relating to the products, customers, suppliers, business, affairs, services, trade secrets, finances, contracts, operations, methods, know-how, plans, techniques, strategies, policies, systems and processes of the disclosing party and/or any of its associated bodies), any material derived from such information or data by the receiving party, any of its associated bodies and/or any of its professional advisers, agents or sub-contractors and shall include the terms of this Contract.

Contract means the PO and these Conditions (including any documents incorporated by reference into the PO and these Conditions).

Delivery has the meaning given to the term in clause 4.1 and “Delivered” shall be construed accordingly.

Eligible Employees means any person, other than apprentices or interns, employed by Supplier or the Contractor (as defined in Clause **Error! Reference source not found.**) (including sub-contracted staff of the Contractor) who: (a) is aged 18 or over; (b) works for two (2) or more hours in any given day in a week; and (c) works for eight (8) or more consecutive weeks in a year.

Environmental Laws means all applicable environmental law and regulations in the jurisdictions in which Supplier provides the Services and/or Delivers the Goods.

Goods means any goods agreed in the PO to be bought by Purchaser from Supplier (including any part or parts of them).

Goods Due Date means the date(s) for Delivery as set out in the PO, or, if no such date is specified, the date which is 28 (twenty-eight) days after the date that the PO was issued.

HGCRA means the Housing Grants Construction and Regeneration Act 1996 (as amended).

IPR means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Living Wage means either: (a) the “**London Living Wage**” as set by the Greater London Authority (or its successor) from time to time (if the Aviva Site is located in the 32 London Boroughs or the City of London); or (b) the “**UK Living Wage**” as set by the Living Wage Foundation (or its successor) from time to time (if the Aviva Site is located in the UK but outside the 32 London Boroughs or the City of London).

Loss means all losses (including fines, penalties and tax liabilities), demands, liabilities, claims (threatened or actual), proceedings and damages and all related costs, expenses and payments, including those made to third parties (including additional taxes, irrecoverable VAT, legal fees and disbursements and costs of investigation, litigation, settlement, judgment and interest).

PO means the purchase order, being Purchaser’s written instruction to supply the Goods and/or Services, incorporating these Conditions, detailing all necessary descriptions, specifications and patterns and including the PO number.

Price has the meaning given to the term in clause 3.1.

Purchaser means the purchaser set out in the PO.

Purchaser Group means the group of companies, the ultimate holding company of which is Aviva plc (company no: 2468686) or any successor thereto.

Services means any services, including any work products of the Services, agreed in the Contract to be bought by Purchaser from Supplier (including any part or parts of them) and includes Works (where applicable).

Supplier means the person, firm or company who accepts the PO.

Supplier Personnel has the meaning set out in Clause 16 below.

Works means the works and commissioning to be carried out by Supplier as part of the Services for Purchaser as set out in the PO, where such Services are to be provided on Aviva Sites.

Zero Hours Contract has the meaning given in section 27A(1) of the Employment Rights Act 1996.

2. APPLICATION OF TERMS

2.1 These Conditions apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.

2.2 Each PO shall be deemed to be accepted on the earlier of Supplier: (a) giving notice of acceptance of the PO; or (b) any act by Supplier consistent with fulfilling the PO, in whole or in part.

2.3 No variation to these Conditions shall be effective unless agreed in writing by Purchaser.

3. PRICE AND PAYMENT

3.1 The price of the Goods and/or Services shall be as stated in the PO and shall be exclusive of VAT but inclusive of all other costs, expenses and taxes (the “**Price**”).

3.2 Supplier shall invoice Purchaser promptly either following Delivery in full of the Goods or the Completion Date for the Services (or otherwise in accordance with the payment schedule set out in the PO) using Purchaser’s electronic invoicing system. Other than if due to Purchaser’s fault, invoices not submitted within 6 months of delivery in full shall no longer be payable by Purchaser and Supplier irrevocably waives any right to recover such amounts.

3.3 Subject to clause 3.4, Purchaser shall pay the Price within 30 (thirty) days of the date of receipt of an invoice which is correctly submitted electronically through Purchaser’s electronic invoicing system (as notified by Purchaser from time to time), with such costs of e-invoicing to be borne by Supplier. Supplier must first register on Purchaser’s supplier portal and then be approved via Purchaser’s selected e-procurement partner prior to commencing any Services.

3.4 Where the Contract is a construction contract within the meaning of the HGCRA, Supplier shall submit an application for payment/invoice to Purchaser (“**Application**”) through Purchaser’s electronic invoicing system and the payment due date shall be 10 (ten) days after the date of submission of the Application (“**Submission Date**”). No later than 5 (five) days after the Submission Date, Purchaser shall issue a payment notice notifying Supplier of the sum that Purchaser considers to be due at the payment due date and the basis on which the sum has been calculated. The final date for payment of any sum under this clause shall be 28 (twenty-eight) days after the Submission Date (the “**Prescribed Period**”). Not less than 2 (two) days before the end of the Prescribed Period, Purchaser may give notice that it intends to pay less than the notified sum (a “**Pay Less Notice**”). Any Pay Less Notice shall specify the sum that Purchaser considers to be due on the date the notice is served and the basis on which that sum is calculated. Unless Purchaser serves a Pay Less Notice, on or before the end of the Prescribed Period, Purchaser shall: (a) pay the sum referred to in its payment notice; or (b) if Purchaser has not served a payment notice, the sum set out in Supplier’s original Application (each referred to, as applicable, as the notified sum) on or before the last day of the Prescribed Period.

3.5 If any sum properly payable under the Contract is not paid when due, without prejudice to the parties’ other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over Barclays Bank plc base rate from time to time (“**Late Payment Interest**”). Supplier acknowledges that this is a substantial contractual remedy for late payment for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

- 3.6 Supplier is not entitled to suspend deliveries of the Goods and/or supply of the Services as a result of any sums being outstanding unless it has first notified Purchaser of its intention to do so and has given Purchaser a reasonable opportunity to make payment.
- 3.7 If Purchaser has any bona fide query or dispute regarding any amount included in any of Supplier's invoices, it shall notify Supplier as soon as possible and Supplier and Purchaser shall work together in good faith to resolve the dispute or query within 30 (thirty) days of the date of notification. Once the dispute has been resolved, Purchaser shall pay the amount due as part of that resolution within 30 (thirty) days of the date of such resolution and no Late Payment Interest shall apply with respect to any such amount, provided however that Late Payment Interest shall start to accrue from the expiry of a 30 (thirty) day period beginning upon the date upon which it is agreed that such amounts are properly due and payable to Supplier.
- 4. GOODS**
- 4.1 The Goods shall be delivered, carriage paid, to the place of delivery, and at the times and dates stipulated by Purchaser as set out in the PO ("**Delivery**").
- 4.2 Supplier shall ensure that the Goods are of the best available design, quality, material and workmanship, be without fault and conform in all respects with the PO and comply with all relevant statutory and regulatory requirements. Purchaser's rights under these Conditions are in addition to the statutory conditions implied in favour of Purchaser by the Sale of Goods Act 1979.
- 4.3 Prior to Delivery, Purchaser shall have the right to inspect and test the Goods at any reasonable time notified to Supplier. If the results of such inspection or testing cause Purchaser to be of the opinion that the Goods do not conform or are unlikely to conform with the PO, Purchaser shall inform Supplier and Supplier shall immediately take such action (at no additional charge to Purchaser) as is necessary to ensure conformity and in addition Purchaser shall have the right to require and witness further testing and inspection.
- 4.4 Supplier shall ensure that the Goods are fit for any purpose held out by Supplier or made known to Supplier by Purchaser expressly or by implication, and in this respect Purchaser relies on Supplier's skill and judgement and where they are manufactured products, be free from defects in design, material and workmanship and remain so for at least 12 (twelve) months after Delivery.
- 4.5 The Goods shall remain at the risk of Supplier until Delivery is complete (including offloading and stacking). Title in the Goods shall pass to Purchaser on Delivery subject to Purchaser's payment for such Goods.
- 4.6 Purchaser shall not be deemed to have accepted the Goods, and/or Services until it has had 10 (ten) business days to inspect them following Delivery [or notification that the Services are complete]. Purchaser shall also have the right to reject the Goods as though they had not been accepted during the period of 10 (ten) business days after any latent defect in the Goods has become apparent.
- 4.7 If the Goods are Delivered in excess of the quantities ordered, Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at Supplier's risk and shall be collected by or on behalf of Supplier at Supplier's expense.
- 5. SERVICES**
- 5.1 In providing the Services, Supplier shall:
- 5.1.1 co-operate with Purchaser and comply with all reasonable instructions of Purchaser in matters relating to the Services;
- 5.1.2 perform the Services with all the reasonable care, skill and diligence to be expected of an appropriately qualified and competent service provider and/or (as applicable) professional consultant experienced in performing services of a similar nature to the Services in relation to services of a similar scale, complexity, character and value as the Services, and in accordance with: (a) generally recognised commercial practices and standards; (b) all applicable legislation from time to time in force; (c) any specific requirements as set out in the PO; and (d) any applicable codes of practice and conduct set out in any relevant professional body to which Supplier is a member;
- 5.1.3 ensure that the Services will conform with all timescales, descriptions and specifications agreed with Purchaser;
- 5.1.4 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with the Contract; and
- 5.1.5 acknowledge that Purchaser may rely or act on the Services.
- 5.2 Purchaser's rights under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 5.3 Supplier shall begin performing the Services on the Commencement Date and shall complete the Services by or on the Completion Date.
- 5.4 Where the Services are (or include) Works, in addition to the other obligations relating to Services, the following will apply:
- 5.4.1 on the Commencement Date, Purchaser shall give Supplier access to the relevant Aviva Site to enable Supplier to carry out the Works;
- 5.4.2 Supplier shall at all times use its best endeavours to prevent any nuisance (including but without limitation noisy work operations) or other interference with the rights of any adjoining land owner, tenant or occupier or any other contractor or consultant or any statutory undertaker arising out of the carrying out of the Works and shall assist Purchaser in defending any action or proceedings which may be instituted in relation thereto. Supplier shall be responsible for and shall indemnify Purchaser from and against any and all expenses, costs (including legal costs), liabilities, Losses, claims and proceedings whatsoever resulting from any failure or default by Supplier in this regard;
- 5.4.3 Supplier shall complete the Works by the Completion Date. If it becomes apparent that the Works will not be completed by the Completion Date (or any later date agreed pursuant to this Clause) Supplier shall notify Purchaser. Where delay and/or disruption occurs, for reasons beyond Supplier's control, due to a change in the law in the country where the Aviva Site is located, or due to prevention, impediment, acts or omissions of Purchaser or anyone for whom Purchaser is responsible, Purchaser shall agree an extension to the Completion Date. If this happens Supplier shall not be entitled to claim from Purchaser its Loss and/or expense incurred as a result of such delay/disruption/prolongation of the Works;
- 5.4.4 if any defects occur in the Works during the period of 6 (six) months after the Completion Date due to Supplier's default, Purchaser shall notify Supplier by no later than 5 (five) days after the end of this period, and Supplier shall promptly make good such defects at its own cost; and
- 5.4.5 without prejudice to Clause 5.4.3, if the Works are not completed by the Completion Date (or any extension thereto under) Purchaser shall be entitled to deduct liquidated damages from the agreed price. The rate of any such liquidated damages shall be as set out in the PO. If no rate of liquidated damages is specified in the PO then this Clause 5.4.5 does not apply and damages shall be at large.
- 5.5 The provisions of Clauses 4 and 5 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any repaired or replacement Goods and/or substituted or remedial Services provided by Supplier.
- 6. PURCHASER REMEDIES**
- 6.1 Without prejudice to any other right or remedy which Purchaser may have, if any Goods and/or Services are not provided in accordance with, or Supplier fails to comply with, any of the terms of the Contract (including Delivery by the Goods Due Date or completion by the Completion Date), Purchaser shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by Purchaser: (a) cancel the Contract in whole or in part; (b) 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 by Supplier; and refuse to accept any subsequent Delivery of the Goods; (c) at Purchaser's option, give Supplier the opportunity at Supplier's expense either to remedy any defect in the Goods and/or Services or to provide replacements; (d) recover from Supplier any expenditure reasonably incurred by Purchaser in obtaining substitutes from another supplier; and (e) claim damages as may have been sustained (including for additional costs, Loss or expenses incurred by Purchaser) which are in any way attributable to Supplier's failure.
- 6.2 The provisions of this Clause 6 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by Supplier.
- 7. DATA PROTECTION & SECURITY**
- 7.1 Supplier shall comply with the provisions of the Schedule (Data Protection & Security).
- 8. CONFIDENTIALITY**
- 8.1 Purchaser and Supplier will keep confidential, both before and after the expiry or termination of this Contract, all Confidential Information and will not disclose any of that information to any third party without the prior written consent of the other.

- 8.2 Each party shall procure that any person to whom Confidential Information is disclosed by it, in accordance with this Contract, complies with the restrictions set out in this clause as if such person were a party to this Contract.
- 8.3 Each party will be entitled, but only to the extent reasonably necessary, to disclose the Confidential Information or any part of it:
- 8.3.1 to its officers, employees, servants, agents, advisers, insurers or other professional advisers (and, in Purchaser's case, to any Purchaser Company), to the extent necessary to enable it to perform (or to cause to be performed) or to enforce any of its rights or obligations under this Contract subject in each case to the party making the disclosure ensuring that the person(s) in question is aware of the obligations in respect of confidentiality contained herein and keeps the Confidential Information confidential and does not use it except for the purposes for which the disclosure is made; or
- 8.3.2 to the extent it is required to do so by law or by any public, quasi-governmental, supervisory or regulatory authority or any court or tribunal of competent jurisdiction; or
- 8.3.3 to the extent that the Confidential Information has, except because of breach of confidentiality, become publicly available or generally known to the public at the time of the disclosure; or
- 8.3.4 to the extent that it has obtained the Confidential Information from a third party who is not in breach of any obligation or confidentiality to the other party or at all.

9. COMPLIANCE

- 9.1 Supplier shall perform its obligations under this Contract in compliance with all applicable laws and regulations and in providing the Goods, and/or Services and not cause Purchaser to be in breach of any laws or regulations.
- 9.2 Without prejudice to Clause 9.1, each party undertakes to comply with all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction where the Goods, and/or Services are delivered in relation to data privacy.
- 9.3 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 Contract.
- 9.4 Supplier agrees that it shall ensure that persons providing Goods, and/or Services on behalf of Supplier understand and comply with all the relevant requirements of these Conditions and Purchaser's applicable regulations, policies and procedures (including but not limited to security, confidentiality and health and safety) as are notified to Supplier from time to time.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to clause 10.2, all IPR in, arising out of, or in connection with the Services, and/or Goods shall be owned by and vested in Purchaser (unless otherwise agreed by Purchaser) on performance of the Services, or Delivery of the Goods and Supplier (if required by Purchaser) shall do all things necessary to assign to Purchaser, with full title guarantee and free from third party rights, the relevant IPR. Supplier warrants that the Services, and/or Goods shall not infringe the IPR of any third party.
- 10.2 Where Supplier provides Purchaser with pre-existing materials, Supplier grants to Purchaser, or shall procure the grant of, an irrevocable, non-exclusive, world-wide, royalty free (including the right to transfer or sub-licence in whole or in part) licence to use/modify such materials and make copies of such materials and/or modifications (and any ancillary rights necessary to enable Purchaser to make full use of the materials) for any purpose whatsoever.
- 10.3 Supplier will not use any IPR prepared for Purchaser in connection with the Goods and/or Services for any other purpose without the prior written consent of an authorised representative of Purchaser.
- 10.4 Supplier unconditionally and irrevocably waives all moral rights that exist, or may exist, in the Goods and/or Services and shall use its best endeavours to secure a similar waiver from any employee or permitted sub-contractor of Supplier.
- 10.5 Materials, equipment and tools and all IPR in all documents and data supplied by Purchaser to Supplier shall at all times be and remain the exclusive property of Purchaser but shall be held by Supplier in safe custody at its own risk and maintained and kept in good condition by Supplier until returned to Purchaser and shall not be disposed of other than in accordance with Purchaser's written instructions, nor shall such items be used otherwise than as authorised by Purchaser in writing.

11. INDEMNITY AND INSURANCE

- 11.1 Supplier shall keep Purchaser indemnified 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 reasonable professional costs and expenses) suffered or incurred by Purchaser as a result of or in connection with any claim made against Purchaser by a third party:

- 11.1.1 for actual or alleged infringement of the third party's IPR arising out of or in connection with the supply or use of the Services and/or Goods;
- 11.1.2 for death, personal injury or damage to property arising out of or in connection with defects in, or Delivery of, Goods, or performance of Services to the extent that the defects in, or Delivery of, the Goods, or performance of Services and are attributable to the acts or omissions of Supplier, its employees, agents or subcontractors;
- 11.1.3 arising out of or in connection with the supply of the Services and/or Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by Supplier, its employees, agents or subcontractors; and
- 11.1.4 arising from a breach of Clause 7 of these Conditions.
- 11.2 Supplier warrants to Purchaser that to the extent applicable to the provisions of the relevant Goods or Services: (i) it has in force a policy of public and products liability insurance covering the liabilities it may incur under the Contract, with a limit of indemnity not less than £5,000,000 (unless otherwise stated in the PO) for any occurrence or series of occurrences arising out of each and every event and, in respect of products liability, in the aggregate in any one year; and (ii) where the Services being provided under the Contract are professional services which can be covered by a policy of professional indemnity insurance, it has in force and shall maintain in force for 6 years from the Completion Date, a policy of professional indemnity insurance covering the liabilities it may incur under or in connection with the provision of such Services, with a limit of indemnity not less than £1,000,000 for any occurrence or series of occurrences arising out of each and every event and in the aggregate.

12. TERMINATION

- 12.1 Purchaser shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving Supplier written notice whereupon all work on the Contract shall be discontinued and Purchaser shall pay to Supplier all sums owed in respect of Goods and/or Services properly provided in accordance with the Contract together with fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 12.2 Each party shall have the right at any time by giving notice in writing to the other to terminate the Contract forthwith if: (a) the other party commits a material breach of any of the Conditions of the Contract; or (b) the other becomes (or threatens to become) the subject of a petition in bankruptcy or any other proceeding relating to insolvency, examinership, receivership, liquidation or assignment for the benefit of creditors or any event analogous to the foregoing occurs in any jurisdiction.
- 12.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the parties accrued prior to termination. The provisions of these Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
- 12.4 Any provisions which are intended to or by their nature ought to survive termination of this Contract shall survive termination or expiry of this Contract, however and whenever occurring.
- 12.5 Supplier shall provide all assistance, reasonably requested by Purchaser (at no additional cost to Purchaser) in relation to the cessation of the Services/Work, including where appropriate, the migration of Purchaser data in a meaningful and useable format to us or a successor supplier of Purchaser.

13. ASSIGNMENT AND THIRD PARTIES

- 13.1 Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of Purchaser. Supplier shall not sub-contract the provision of the Services and/or the delivery of the Goods to any third party without the prior written consent of Purchaser and, notwithstanding such consent, Supplier shall remain liable to Purchaser for all breaches or failures by the sub-contractor to abide by the terms of the Contract.
- 13.2 Purchaser may, without seeking consent, assign or novate the Contract to any member of Purchaser Group.
- 13.3 Supplier agrees that Purchaser may delegate its responsibilities under this Contract to (i) any member of Purchaser Group or (ii) a third party for the purpose of performing outsource services and/or administering the Contract for and on behalf of Purchaser. Supplier understands that Purchaser Group member and/or the third party depending on the responsibilities they have been given by Purchaser may (but subject to Clause 9) have access to the Contract for such purposes.

14. BENEFIT

- 14.1 Save where the context otherwise requires, references to Purchaser in these Conditions include references to the other members of Purchaser Group from time to time, so that, for example, an obligation to supply Goods and/or Services to Purchaser shall be construed as an obligation to supply those Goods and/or Services to Purchaser and to the other members of Purchaser Group. These Conditions are intended to be enforceable by each member of Purchaser Group by virtue of the Contracts (Rights of Third Parties) Act 1999 and nothing in this Contract shall prevent Purchaser from seeking and enforcing any remedies under any Contract for and on behalf of any members of Purchaser Group. Supplier shall be entitled and obliged to rely upon the authority of Purchaser acting within its scope of authority for the other members of Purchaser Group in all matters relating to any Contract, unless Purchaser gives Supplier prior written notice to the contrary.
- 14.2 Subject to Clause 14.1, this Contract does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999 or otherwise).

15. AUDIT

- 15.1 During the term of the Contract and for a period of 12 (twelve) months following termination or until the Services have been completed (whichever is the later), the Purchaser reserves the right on reasonable notice to inspect, audit and/or take copies of all books, time sheets, records, computer records, correspondence, receipts and memoranda of Supplier insofar as they relate to the Goods and/or Services and Supplier shall permit Purchaser access to such items.

16. SUPPLIER PERSONNEL

- 16.1 Supplier shall procure that its employees, workers, approved sub-contractors or agents ("**Supplier Personnel**") attending an Aviva Site or a third party's site in connection with the Contract comply with: (a) any reasonable directions or instructions given to them; and (b) any applicable security, health and safety or other notices, laws and regulations.
- 16.2 Supplier shall: (a) be solely responsible for all matters arising out of any contract of employment or engagement for Supplier Personnel and warrant that Supplier has properly assessed the employment status of all Supplier Personnel and where they are assessed to be employees that Supplier has accounted for (and paid where applicable) all tax and national insurance liabilities; and (b) not do (or omit to do) anything which could or could be expected to imply an employment relationship between Purchaser and such Supplier Personnel. Supplier shall indemnify and hold harmless Purchaser against any Loss including any employer or employee tax or national insurance liabilities which Purchaser may suffer as a result of any claim or threatened claim that an employment or other relationship exists between Purchaser and the Supplier Personnel or arising out of Supplier's failure to comply with these Clauses 16.1 and 16.2.
- 16.3 Without limiting Clauses 16.1 and 16.2, Supplier shall indemnify Purchaser against all Loss suffered by Purchaser, either directly or under an agreement with a successor supplier of the Goods and/or Services to Purchaser or which otherwise arise out of or in connection with: (a) any breach of Regulation 13 (duty to inform and consult representatives) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE"); (b) any actual or alleged act or omission by Supplier of any of its obligations or liabilities, or any other event occurring prior to the termination of the Contract, in relation to Supplier Personnel; and (c) without limitation, any claim for redundancy payment, unfair dismissal compensation or notice monies and expenses or a protective award, in connection with or as a result of any claim or demand by any Supplier Personnel arising directly or indirectly from the termination or expiry (in whole or in part) of the Contract or reduction in supply of any of the Goods and/or, Services or directly or indirectly from TUPE.

17. ESG

- 17.1 Supplier shall comply with all Environmental Laws and shall use all reasonable endeavours to have in place a net zero target by 2050.
- 17.2 Supplier represents and warrants that, as at the Commencement Date, it has not received any notice of a breach of Environmental Laws, or it has remediated any breach for which it has received a notice. Supplier further acknowledges and agrees that it shall notify Aviva immediately in the event that it receives such a notice.
- 17.3 Where requested, Supplier shall provide Aviva with reasonable details of all its environmental practices and/or negative environmental impacts that could have a negative impact on Aviva's reputation with respect to its published sustainability, carbon reduction or renewable energy targets.

18. GENERAL

- 18.1 Neither party shall be liable for a failure to perform arising from any causes or events beyond its reasonable control. In the event of a failure by Supplier to

- perform arising under this Clause 18.1, Purchaser shall be entitled to obtain Goods and/or Services from elsewhere for the duration of such failure and to reduce the quantity or amount of Goods and/or Services ordered from Supplier under a PO.
- 18.2 Supplier is not appointed, by entering into this Contract, as sole or exclusive supplier to Purchaser or to Purchaser Group and, to the extent not stated in the PO, Purchaser makes no promises as to any of volume of services, revenue or profits to be expected by Supplier.
- 18.3 These Conditions do not create a contract of employment, a partnership or a joint venture relationship between the parties nor will either party act as agent of the other except where previously agreed in writing and required for the performance of the Contract.
- 18.4 Purchaser's entire liability to Supplier pursuant to the Contract shall be the charges for the Goods and/or Services to be provided as set out in the relevant PO together with any Late Payment Interest due pursuant to Clause 3.5.
- 18.5 Each right or remedy of either party under the Contract is without prejudice to any other rights or remedies available to that party under this Contract or otherwise.
- 18.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 18.7 Any notice in connection with the Contract shall be delivered as follows: To Purchaser: to commercial.outsourcingnotices@aviva.com unless Purchaser notifies Supplier otherwise. Notices sent to this address will be deemed received on the next working day following a delivery receipt from the above email address. If Supplier does not receive a delivery receipt within one hour of sending, then the notice will be deemed undelivered and Supplier should deliver the notice between 09h00 and 17h30 by hand or recorded delivery (or equivalent) to Group Legal, St Helens, 1 Undershaft, London, EC3P 3DQ. All notices must state the PO number.
- 18.8 To Supplier: to the email address specified by Supplier on the PO unless Supplier notifies Purchaser otherwise or such other address as Supplier may notify Purchaser in writing.
- 18.9 References to any statute or statutory provision includes (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 18.10 Any waiver by either party of any breach of, or any default under, any provision of the Contract by the other party shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.11 Supplier shall furnish Purchaser with such information as may be necessary in relation to the use, operation or maintenance of the and/or Services including, without limitation, instruction manuals and maintenance handbooks.
- 18.12 Where the Contract is a construction contract within the meaning of the HGCRA, either party may refer any dispute or difference under the Contract to adjudication at any time, in which case the Scheme for Construction Contracts (England and Wales) Regulations 1998 (including any amendments or replacements thereto) shall apply.
- 18.13 The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE: DATA PROTECTION & SECURITY**Part A – Data Protection****1. INTRODUCTION**

1.1 In this Part A, the following definitions shall apply:

Aviva Data means all data of, owned by or relating to any Purchaser Group company which is generated by, supplied to, or is otherwise retained by, Supplier or a sub-contractor of Supplier pursuant to or in connection with this Contract. This may include Personal Data relating to employees or contractors providing services to the Purchaser Group and/or Customer Data (as defined in Part B of this Schedule).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Process/Processing/Processed and Special Categories of Personal Data shall have the meaning as set out in the applicable Data Protection Laws, except that references to **Personal Data** include references to information relating to legal as well as natural persons.

Data Protection Laws means the General Data Protection Regulation (EU) 2016/679 ("GDPR") (together with laws implementing or supplementing the GDPR in Member States, in each case as amended and superseded from time to time), and/or all applicable laws, rules, regulations, regulatory guidance, regulatory requirements from time to time, in each case in each jurisdiction where the services are delivered in relation to data privacy (including but not limited to the Data Protection Act 2018).

GDPR means General Data Protection Regulation (EU) 2016/679.

Member State means a member state of the EU.

Supervisory Authority means any regulatory authority responsible for the enforcement of Data Protection Laws (including: (i) those established by Member States pursuant to Article 51 GDPR; and (ii) the Information Commissioner in the UK).

2. DATA PROTECTION OBLIGATIONS

2.1 Each party confirms that it holds, and shall maintain, all registrations and notifications required under Data Protection Laws which are appropriate to its performance of its obligations under this Contract.

2.2 Each party confirms that in the performance of this Contract, it shall comply with the Data Protection Laws.

2.3 In so far as Supplier Processes any Personal Data on behalf of Purchaser, Supplier shall:

2.3.1 not Process the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with Purchaser's documented instructions unless Supplier is required to by any applicable law, in which case Supplier shall, to the extent permitted by such law, inform Purchaser of that legal requirement before Processing that Personal Data;

2.3.2 not publish, disclose or divulge any of such Personal Data to any third party (including the Data Subject), unless directed to do so in writing by Purchaser; and

2.3.3 not authorise any sub-contractor to Process the Personal Data ("**sub-processor**") other than with the prior written consent of Purchaser, which Purchaser may refuse in its absolute discretion, provided that in the case of each approved sub-processor, Supplier shall:

(a) provide Purchaser with full details of the Processing to be undertaken by the relevant sub-processor;

(b) include terms in the contract between Supplier and each sub-processor which are no less onerous than those set out in this Schedule;

(c) insofar as that contract involves the transfer of Personal Data, comply with the provisions of paragraph 2.20 below; and

(d) remain fully liable to Purchaser for any failure by each sub-processor to fulfil its obligations in relation to the Processing of any Personal Data.

2.4 Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall take all measures required pursuant to the Data Protection Laws. In assessing the appropriate level of security, Supplier shall take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored or otherwise Processed.

2.5 Without limitation to the foregoing, Supplier shall implement and maintain each of the technical and organisational measures set out and referred to in this Contract (including Part B of this Schedule). Purchaser shall provide written notice to Supplier if, in the reasonable opinion of Purchaser, the technical and organisational measures set out in the Contract need to be changed to take

account of a change to Data Protection Laws and Supplier shall implement any changes to such measures as reasonably requested by Purchaser.

2.6 Supplier shall make changes to the technical and organisational measures referred to in the Contract as are necessary to ensure ongoing compliance with paragraph 2.4 by providing at least 10 (ten) days' written notice to Purchaser of any change which Supplier proposes to make.

2.7 Supplier shall take reasonable steps to ensure the reliability of any Supplier Personnel who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary for the purposes set out in paragraph 2.3 in the context of that individual's duties to Supplier, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

2.8 Supplier shall promptly notify Purchaser if it receives a request from a Data Subject under any Data Protection Laws in respect of the Personal Data.

2.9 Supplier shall co-operate as requested by Purchaser to enable Purchaser to comply with the exercise of such rights by a Data Subject and/or to comply with any assessment, enquiry, notice or investigation under any Data Protection Law in respect of the Personal Data Processed pursuant to the Contract.

2.10 Supplier shall notify Purchaser promptly and without undue delay, and in any event within 48 (forty-eight) hours after becoming aware of or reasonably suspecting a Personal Data Breach, and shall, unless paragraph 2.11 applies, provide Purchaser at the time of original notification with sufficient information which allows Purchaser to meet any obligations to report a Personal Data Breach under Data Protection Laws. Such notification shall as a minimum:

2.10.1 describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

2.10.2 communicate the name and contact details of Supplier's relevant contact from whom information may be obtained;

2.10.3 describe the likely consequences of the Personal Data Breach; and

2.10.4 describe the measures taken or proposed to be taken to address the Personal Data Breach.

2.11 If at the time of making the original notification described in paragraph 2.10, Supplier does not have available to it all of information set out in paragraphs 2.10.1 to 2.10.4, Supplier shall include in the original notification such information as it has available to it at that time, and then shall provide the further information set out in paragraphs 2.10.1 to 2.10.4 as soon as possible thereafter.

2.12 Supplier shall co-operate with Purchaser and promptly take such steps as are directed by Purchaser to assist in the investigation, mitigation and remediation of each Personal Data Breach.

2.13 In the event of a Personal Data Breach, Supplier shall not inform any third party without first obtaining Purchaser's prior written consent, unless notification is required by any applicable law, in which case Supplier shall to the extent permitted by such law inform Purchaser of that legal requirement, provide a copy of the proposed notification and consider any comments made by Purchaser before notifying the Personal Data Breach.

2.14 Supplier shall allow its data processing facilities, procedures and documentation to be submitted for scrutiny by Purchaser's auditors or Supervisory Authority in order to ascertain compliance with Data Protection Laws and the terms of this Schedule. Supplier shall provide full co-operation to Purchaser in respect of any such audit and shall at the request of Purchaser, provide Purchaser with evidence of compliance with its obligations under the Contract.

2.15 Supplier shall provide reasonable assistance to Purchaser with any data protection impact assessments which are required under Data Protection Laws and with any prior consultations with any Supervisory Authority required under Data Protection Laws.

2.16 Save insofar as is strictly necessary for the sole purpose of providing the Services, Supplier shall have no right of access to data relating to any past, present or future policyholders of Purchaser or any other Purchaser Group company. Supplier shall only use the Aviva Data for the purposes of providing the Services in accordance with this Contract and for no other purpose whatsoever.

2.17 Supplier shall cease Processing, as soon as reasonably practicable and in any event within 30 (thirty) days, upon the termination or expiry of the Contract (or, if sooner, the Service to which it relates) and as soon as possible thereafter either return, and/or securely wipe from its systems, the relevant Personal Data and any copies of it or of the information it contains.

2.18 The subject matter, and the purpose, of Processing under this Contract is the provision of the Services and such Processing may take place throughout the

period during which the Services are provided. The nature of the Processing shall be those Processing operations that are necessary to enable Supplier to provide the Services. This Processing shall be in relation to Purchaser customers and/or employees (as appropriate) and may include, without limitation, names, contact details, dates of birth, ID numbers, usernames, passwords and logon data, as well as Special Categories of Personal Data. The obligations and rights of Purchaser, as Controller, are as set out in this clause and elsewhere in the Contract.

- 2.19 Purchaser reserves the right to amend this Schedule at any time during the term of the Contract by written notice to Supplier (such amendments to take effect 30 (thirty) days following the date of Purchaser's notice) if necessary to comply with any legal requirement or guidance from a Supervisory Authority, or if required to take account of any changes to the Processing of Personal Data pursuant to this Contract. Supplier shall ensure that any of its sub-processor arrangements are amended to give effect to such amendments within such time periods as agreed to by Purchaser.
- 2.20 Purchaser shall not transfer Personal Data, Processed pursuant to the Contract, outside of the United Kingdom or the European Economic Area without the prior written consent of Purchaser.

Part B – Security

1. In this Part B, the following definitions shall apply:

Assets means Purchaser personnel, Data or Relevant Infrastructure.

Customer Data means information relating to Purchaser's customers (or those of any Purchaser Group company).

Data means all data (including but not limited to Customer Data), information, text, tables, drawings, codes, diagrams, images or sounds which are embodied in any electronic or tangible medium, including compilations of any of the foregoing, and which are:

- (a) processed by, or a product of, the activities under the Contract;
- (b) generated by Supplier or a sub-contractor of Supplier in carrying out Supplier's obligations under the Contract; or
- (c) generated by or on behalf of Purchaser (or those of any Purchaser Group company).

Good Industry Practice means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

Incident means any event where there is, or potentially could be, unauthorised access to, or use of, or interface with any Assets or Systems.

Public Cloud Services means any data hosting, processing or storage service which is provided to Supplier by a third party, where the service is provided on infrastructure owned and located at the third party's premises, and the service is made available over the internet using infrastructure shared amongst customers.

Purchaser Infrastructure means the infrastructure of Purchaser or any Purchaser Group company to which Supplier or any of Supplier's sub-contractors has access in the course of the Contract.

Supplier Company means a member of the group of companies of which Supplier is a member from time to time.

Systems means the systems of Purchaser (or those of any Purchaser Group company).

Relevant Infrastructure means: (a) Purchaser Infrastructure; and (b) Supplier Infrastructure.

Supplier Infrastructure means the infrastructure used in the course of the Contract, whether the infrastructure of Supplier or any of Supplier's sub-contractors.

2. INFORMATION SECURITY REQUIREMENTS

Supplier shall maintain and implement appropriate security systems, controls, policies and procedures as least as effective at minimising the risk of an information security breach as required by Good Industry Practice.

3. INCIDENT MANAGEMENT

Supplier will implement a process for the management and reporting of actual or suspected Incidents which includes: (i) communication to all relevant persons in order to promote prompt reporting and control of any suspected, attempted or actual security breaches; and (ii) notification to Purchaser with details of the Incident and its potential impact. Supplier will promptly make Purchaser aware of the remediation being instigated by Supplier in order to resolve any Incident impacting Purchaser.

4. ACCESS MANAGEMENT

Supplier shall: (a) maintain and implement appropriate security systems, controls, policies and procedures to ensure the secure use of (and protected access to) all applications, databases and devices used to service Purchaser's businesses; (b) ensure that access to any applications, databases or devices used pursuant to the Contract is: (i) only granted to those Supplier Personnel who reasonably need it for the purposes of the Contract; (ii) restricted in accordance with the role or function of the individual; and (c) ensure that adequate procedures are in place so that Supplier Personnel access is: (i) added, modified and deleted in a timely manner; and (ii) routinely reviewed for recertification and revalidation purposes.

5. REMOTE ACCESS SECURITY

Supplier shall ensure that controls are in place to prevent unauthorised remote access, including (but not limited to): (i) using strong authentication (e.g. two-factor authentication) to authenticate Supplier's users; (ii) encryption from the end-point (e.g. laptop) to the network for all data travelling across a remote access mechanism; and (iii) logging of all remote access attempts and reviewing of any suspicious activity.

6. PORTABLE STORAGE DEVICE SECURITY

Supplier shall not store Data on unencrypted portable storage devices. Where portable devices do hold Data, Supplier shall ensure that: (i) they are locked securely away when not in use; (ii) use in public areas is avoided; (iii) the data stored within the device is no more than the minimum required; and (iv) all devices are adequately encrypted and password protected.

7. DATA TRANSFER SECURITY

Supplier shall ensure that all Data sent over the internet either by e-mail or via other internet protocols (e.g. FTP) is: (i) encrypted using at least a 128 bit encryption mechanism; and (ii) only transferred via pre-configured communications with electronic acknowledgement. Supplier shall ensure that no unapproved transfer technologies are used to communicate Data.

8. PASSWORD MANAGEMENT

Supplier will ensure that: (i) in respect of any passwords used for access to its systems, standard password configuration includes (without limitation): minimum length, complexity, expiry, history, and account lockout following consecutive failed logon attempts; (ii) the aforementioned configuration is implemented at system level and documented within a password management strategy or policy document; (iii) all non-personal IDs are documented (including the purpose of the access); (iv) all staff are made aware of the importance of keeping their passwords confidential.

9. NETWORK SECURITY

Supplier shall perform regular: (i) anti-virus and perimeter scanning activities on its IT estate which include firewall and email scanning services; and (ii) patch management activity in accordance with Good Industry Practice.

10. PHYSICAL SECURITY MANAGEMENT

Supplier shall ensure that appropriate controls are in place at its premises and any other premises used in the performance of the Contract to prevent unauthorised physical access to those premises.

11. DATA DISPOSAL

Supplier shall ensure that any hardcopy Data is shredded (using a cross-cut shredder or incineration) and securely disposed of via an internal disposal mechanism or by using a third party. For IT assets, Supplier must ensure that any IT assets and electronic media being used to store Data that are no longer required are destroyed by incineration, damaged beyond repair or that the Data is erased using data erasure technology such that Data is erased and not recoverable (and certify to Purchaser in writing that the foregoing has been done). Upon the expiry or termination of the Contract, Supplier shall: (a) assist Purchaser in the return, transfer and/or destruction of all Data from all sources, networks and devices used by Supplier or any Supplier Company, or any of Supplier's (or a Supplier Company's) sub-contractors; and (b) ensure that all physical or logical assets, intellectual property and licences are returned, and physical and logical system access to Data or Systems is revoked within timescales agreed with Purchaser.

11. PUBLIC CLOUD SERVICES

Supplier will not store, host, or process any Data or Confidential information in any Public Cloud Service without the prior written consent of Purchaser. Subject to the foregoing, Supplier will provide adequate assurance of the Public Cloud Services provider's security controls by allowing Purchaser access to any or all of the following: (a) documentation relating to Supplier's due diligence activity in respect of the Public Cloud Services provider; (b) ISAE 3000, ISAE 3402, SSAE16 or any similar independent SOC II audit of the Public Cloud Services provider; (c) where applicable, details of the scope and certification status of ISO/IEC 27001:2013.