

## 1. Definitions and Interpretation

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

**Affiliate** means, in relation to a party to this Agreement, any person or entity Controlling, Controlled by or under common Control with such party;

**Agreement** means the recitals, Sections 1-18 set out in this document, the Purchase Order and all other documents of Customer attached hereto or otherwise that refer to this Agreement, all as amended from time to time;

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

**Customer Group** means Customer and each Affiliate of Customer;

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

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

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

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

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

**Contract Year** means the period of 12 calendar months commencing on the Effective Date and each anniversary thereof;

**Control** means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract, ownership of shares, membership of the board of

directors, agreement or otherwise. The terms Controlling and Controlled shall have a corresponding meaning;

**Data Protection Legislation** means any applicable data privacy laws and/or regulations (including, but not limited to: EU Data Protection Directive 95/46/EC, Australian Privacy Act 1988 (Cth), UK Data Protection Act of 1998, Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"), HIPAA, federal and state data breach laws as enacted within the United States, California AB 1298, and Loi 78-17 du 6.01.1978 (France)). **Personal Data** means any and all personal, medical, and/or financial data pertaining to an identifiable individual, living or deceased, as well as all types of data covered by Data Protection Legislation, that is created by or made available to Supplier and/or its Affiliates by or on behalf of Customer and/or its Affiliates. Personal data shall include any such data in any media or format, including both paper and electronic.

**Disclosing Party** means, in relation to any Confidential Information, the party to whom such Confidential Information belongs;

**Effective Date** means the date of the Purchase Order;

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

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

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

**Insolvency Event** means one or more of the following events:

- (a) an administrator, administrative receiver, receiver or manager, liquidator or similar

officer is appointed in respect of the whole or any part of the Supplier's assets and/or a winding up petition is issued against the Supplier; or

- (b) the Supplier proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors;

**Intellectual Property Rights** means patents, trade marks, service marks, logos, trade names and business names, copyright (including future copyright), database rights, moral rights, rights in and to Confidential Information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting or pending at any time in any part of the world;

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

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

**Receiving Party** means that party to whom the Confidential Information of the other party may be learned, developed or otherwise acquired pursuant to or in connection with this Agreement;

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

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

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

**Supplier** means the provider of the Goods and/or Services as detailed in the Purchase Order;

**Supplier Group** means the Supplier and each Affiliate of the Supplier;

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

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

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

## 2 Commencement and Term

This Agreement shall commence on the Effective Date and shall apply to the supply of the relevant Goods and Services and shall continue for the Term, unless terminated in accordance with the terms of this Agreement.

## 3 Application of Terms

Without prejudice to Section 18 (General), these terms and conditions shall apply to the Agreement to the exclusion of any other terms and conditions contained or referred to in any acknowledgment or acceptance of order, specification, letter, invoice or other communication sent by the Supplier to the Customer, whether before or after the Effective Date.

## 4 Supply of Goods and Services

- 4.1 The Supplier shall perform the Services and provide the Goods on the terms and conditions set out in this Agreement (including complying with any relevant timetable or milestones), and perform the Services in accordance with Good Industry Practice and in compliance with all Relevant Laws.
- 4.2 The Supplier shall indemnify Customer from and against all claims, demands, causes of action, losses, expenses, liabilities and damages and costs (including without limitation any loss of profit and loss of reputation, and all interest, penalties, reasonable legal fees and expenses, and other professional costs and expenses) incurred by

Indemnified Parties, their directors, officers, employees, agents or subcontractors arising out of or in connection with any breach of duty, negligent or wilful (or negligent and wilful) act or omission of the Supplier or Supplier Personnel in supplying, delivering or installing (or any one or more of them) the Goods or performing the Services.

## **5 Inspection, Testing and Samples**

- 5.1 If required by Customer, the Supplier shall submit samples of the Goods to Customer for Customer's approval before the Goods are delivered.
- 5.2 Customer shall be entitled at any time during the manufacture, processing and storage prior to delivery (or any of them) of the Goods to inspect and test the Goods. The Supplier shall at its own cost provide or shall procure the provision of such facilities as may be reasonably required by Customer for such purpose.
- 5.3 If, as a result of any inspection or test carried out pursuant to Section 5.2, Customer is of the reasonable opinion that the Goods do not comply with this Agreement or are unlikely on completion of manufacture or processing to so comply, Customer may inform the Supplier accordingly and the Supplier shall take such steps as may be necessary to ensure such compliance.
- 5.4 Notwithstanding any testing or inspection carried out pursuant to this Section 5, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under this Agreement.

## **6 Delivery of Goods**

- 6.1 The Goods shall be delivered to the Customer Premises or other premises as set out in the Purchase Order on the date or within the period stated therein and in either case during the normal business hours of Customer.
- 6.2 The Supplier shall provide to Customer, sufficiently in advance of delivery, any instructions or other information required to enable Customer to accept delivery of the Goods.
- 6.3 The Goods shall be properly packed and secured in such a manner as to reach their destination in a good condition in light of the nature of the Goods and other applicable circumstances. The Supplier

shall off-load the Goods at its own risk as directed by Customer.

- 6.4 Customer shall have no obligation to pay for or return packing cases, skids, drums or other articles used for packing the Goods whether or not re-usable.
- 6.5 The time of delivery of the Goods shall be of the essence of the Agreement.
- 6.6 All Goods should be accompanied by a detailed advice note stating the applicable Purchase Order number and giving full particulars of the Goods supplied.
- 6.7 If the Goods are to be delivered by instalments the Agreement shall be treated as a single Agreement and not severable.
- 6.8 If the Goods are delivered to Customer in excess of the quantities set out in the Purchase Order, Customer shall not be bound to pay for the excess and any excess shall be and remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 6.9 Upon delivery of the Goods to Customer, Customer shall either reject or accept the Goods, such acceptance not to be unreasonably withheld or delayed. Customer shall have the right to reject Goods after any latent defect in the Goods has become apparent.
- 6.10 Without prejudice to any other right or remedy Customer may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with, any of the terms of this Agreement, Customer shall be entitled to avail itself of any one or more of the following remedies at its discretion:
  - (a) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith to Customer by the Supplier;
  - (b) to give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
  - (c) to obtain such damages as may have been as a result of or in connection with the Supplier's breach or breaches of the Agreement; or

(d) to terminate this Agreement in whole or in part immediately upon giving written notice to the Supplier.

## **7 Title and Risk; Insurance**

7.1 Without prejudice to Section 12 (Intellectual Property Rights) title and risk in the Goods shall pass to Customer upon the delivery of such Goods to Customer, free from any third party rights or interests (including liens, charges and options), unless payment for the Goods is made prior to delivery in accordance with this Agreement, in which case title to the Goods shall pass to Customer once payment has been made for the Goods by Customer.

7.2 The Supplier shall, at its sole expense (a) until delivery of the Goods in accordance with this Agreement, insure the Goods against all risks to their full replacement value; and (b) maintain other appropriate insurance coverages, including professional indemnity (Errors and Omissions) coverage, with insurance companies and in amounts acceptable to Customer and will furnish to Customer upon request certificates of insurance evidencing such coverage.

## **8 Charges, Invoicing and Payment**

8.1 Customer shall pay to the Supplier the Charges within 45 days after the date on which Customer receives a correct and error-free invoice.

8.2 All Charges and other sums payable under this Agreement are exclusive of taxes, which, if taxes are applicable, will be payable at the applicable rate.

8.3 The Supplier shall comply with Customer invoicing requirements (electronic or otherwise), including entering into agreements with, and compliance with the invoicing processes of, any third party nominated by Customer for the purposes of receiving or processing invoices.

## **9 Business Continuity**

The Supplier shall (i) take all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, (ii) ensure that it has appropriate back-up arrangements in place, and (iii) comply

with Minimum Control Requirement relating to Business Continuity Management if so required by Customer.

## **10 Supplier Personnel, Non-Discrimination and Environment**

10.1 The Supplier shall be and shall remain fully responsible for the acts, omissions and management of all Supplier Personnel.

10.2 The Supplier will take all appropriate steps to ensure employees and third parties contracted by the Supplier to provide Goods and/or Services in relation to this Agreement are adequately vetted in accordance with Good Industry Practice, including undertaking, at a minimum, background checks and verifying qualifications, and comply with the Minimum Control Requirement relating to People Screening if so required by Customer. The Supplier shall not assign any Supplier Personnel to any obligations, work or services relating to this Agreement without Customer's prior written consent if the Supplier has not complied with such vetting process or if information which arises out of the vetting process or which is otherwise known by the Supplier in relation to an individual is such that a service provider exercising Good Industry Practice would not assign such individual to perform the service or any other obligation of the relevant member of the Supplier Group.

10.3 Customer reserves the right to refuse to admit to, or to remove from, any Customer Premises or other premises any Supplier Personnel:

(a) whose admission or presence would, in Customer's opinion be undesirable or who represents a threat to confidentiality or security; or

(b) whose presence would be in breach of any rules and regulations governing Customer's own staff,

provided that Customer notifies the Supplier of any such refusal.

10.4 The exclusion of any such individual from such Customer Premises or other premises pursuant to Section 10.3 shall not relieve the Supplier from the performance of its obligations under this Agreement.

10.5 During the performance of this Agreement, the Supplier will not victimize, harass or discriminate against any employee of either party to this

Agreement or any applicant for employment with either party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part time status, in violation of Relevant Law.

10.6 The Supplier will take all appropriate measures to act in accordance with Good Industry Practice in respect of its environmental impact, health and safety, diversity and human rights policies and will comply with the Minimum Control Requirement relating to Sustainability if so required by Customer.

10.7 Upon request, the Supplier will provide Customer with all certificates required by Relevant Law in a timely manner.

## 11 Warranties

11.1 The Supplier warrants and represents as of the Effective Date and on an ongoing basis that:

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

(g) Goods will be equal to and comply with in all respects:

- (i) any samples or patterns provided by either party and accepted by the other; and
  - (ii) the Specification;
- (h) Goods will comply with all Relevant Laws relating to the manufacture and sale of the Goods at the time when the same are supplied; and
- (i) Goods or Services provided hereunder shall be provided so that any legislation concerning the automatic transfer of employees on a change of provider of Goods and Services shall not apply to the provision of goods or services hereunder or any change of provider of the same. Such legislation shall include without limitation the local enactment of the European Union Acquired Rights Directive 77/187/EL as revised and consolidated in Directive 2001/23.

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

## 12 Intellectual Property Rights

12.1 All Intellectual Property Rights belonging to a party prior to the execution of this Agreement shall remain vested in that party.

12.2 The Supplier hereby grants to Customer, each other member of the Customer Group, their agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual, non-transferable license (including the right to grant sub-licenses) to use:

- (a) any and all Intellectual Property Rights in the Goods; and
- (b) any other Intellectual Property Rights to the extent necessary to:
  - (i) receive or use the Services;

- (ii) to enable Customer to receive the full benefit of ownership of the Goods; and
- (iii) perform its obligations and exercise rights under this Agreement.

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

### **13 Confidentiality and Security**

13.1 The Receiving Party will treat and keep all Confidential Information of the Disclosing Party as secret and confidential in perpetuity and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement. The foregoing shall not apply to the extent that

- (a) the Receiving Party needs to have or disclose (or have and disclose) Confidential Information of the Disclosing Party to any Affiliate, subcontractor, agent (provided that third parties are under confidentiality obligations substantially similar to those set forth herein and the Receiving Party remains responsible to the Disclosing Party for any breach of confidentiality by such third parties) or employee of the Receiving Party in order to fulfil its obligations, exercise its rights under this Agreement or to receive the benefit of the Services; or
- (b) any Supplier Confidential Information is embodied in or otherwise incorporated into any Goods.

13.2 The Supplier will take all appropriate steps to ensure that adequate security measures are

implemented and maintained regarding the provision of Goods and/or Services under this Agreement and will comply with the Minimum Control Requirements relating to IT Security, Physical Security and Logical Access Management if so required by Customer.

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

### **14 Data Protection and Records Management**

14.1 The Supplier shall at all times comply with its obligations under all applicable Data Protection Legislation, including maintaining any valid and up-to-date registration or notification required under the Data Protection Legislation.

14.2 If required by Customer, the Supplier shall at all times also comply with the Minimum Control Requirement relating to Data Privacy.

14.3 The Supplier shall only process personal data:

- (a) for the purpose of providing Goods or Services (or both) to Customer;
- (b) as otherwise expressly instructed by Customer; and
- (c) in each case in accordance with Relevant Law.

14.4 Except to the extent required by a legal requirement and subject to Section 18.4, the Supplier shall ensure that it does not publish, disclose or divulge Personal Data to any third party.

14.5 The Supplier shall implement appropriate technical and organizational measures to protect Personal Data against unlawful processing and against accidental loss, destruction, damage, alteration or disclosure of the Personal Data including encrypting all Personal Data stored processed on all digital or electronic portable storage devices. Customer may at reasonable intervals request a detailed written description of the technical and organizational methods employed by the Supplier.

14.6 The Supplier shall promptly notify Customer if:

- (a) the subject of any Personal Data makes a written request to have access to Personal Data; or
- (b) it receives any complaint or request or becomes aware of any allegation relating to the Personal Data processed under this Agreement or Customer obligations under Data Protection Legislation; or
- (c) it becomes aware of any loss, damage, destruction, or unauthorised processing or accidental disclosure of Personal Data.

14.7 The Supplier agrees to indemnify and keep indemnified the Indemnified Parties against all fines, penalties, costs, claims, demands, liabilities, expenses, damages or losses (including without limitation any loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) incurred by Indemnified Parties arising out of or in connection with any action in relation to a breach by the Supplier of this Section 14.

14.8 The Supplier will implement and comply with adequate records management policies in accordance with Good Industry Practice and will comply with the Minimum Control Requirement relating to Records Management if so required by Customer.

## 15 Liability

15.1 Neither party limits or excludes its liability;

- (a) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, and in the case of Supplier, by Supplier Personnel;
- (b) for death or personal injury caused by its negligence;
- (c) for its indemnification obligations;
- (d) under Section 12 (Intellectual Property Rights);
- (e) for breach of Section 13 (Confidentiality);
- (f) for breach of Section 14 (Data Protection and Records Management); or
- (g) to the extent such limitation or exclusion is not permitted by Relevant Law.

15.2 Subject to Section 15.1, the maximum aggregate liability of the Supplier to Customer (other than liability covered by Section 15.1) shall be limited to the amount that is equal to 100% of the Charges set out in the Purchase Order.

15.3 Subject to Section 15.1 the maximum aggregate liability of the Customer Group (other than liability covered by Section 15.1) shall be limited to the amount that is equal to 100% of the Charges set out in the Purchase Order.

15.4 Subject to Sections 15.1, neither party will be liable to the other party for any indirect or consequential loss or damage including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise.

## 16 Termination

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

16.2 The following events shall allow Customer to terminate this Agreement, in whole or in part, immediately upon written notice to the Supplier:

- (a) material breach by the Supplier of this Agreement (being a single event or a series of events which are together a material breach) which is either not capable of being remedied, or, if the breach is capable of being remedied, the Supplier fails to remedy such breach within 30 days after receiving written notice requiring it to do so; or
- (b) the Supplier is affected by an Insolvency Event.

16.3 The Supplier shall have the right to serve on Customer a written notice (**Initial Notice**) referring to this Section 16.3 if Customer has failed to pay undisputed invoiced Charges which have been due and payable for a period in excess of 60 days prior to the date of service by the Supplier of the Initial Notice. If the sums referenced in the Initial Notice remain unpaid for a period in excess of 14 days following the receipt by Customer of the Initial Notice then the Supplier may serve a further notice, stating the Supplier's intention to terminate this Agreement attaching the Initial Notice and specifically referring to this Section 16.3 (**Final Notice**). If Customer fails to pay such undisputed invoiced Charges within 14 days of receipt of the Final Notice the Supplier may, unless and until Customer pays such undisputed invoiced Charges detailed in the Initial Notice (or if the parties agree on a different amount, that amount), serve notice on Customer to terminate this Agreement with immediate effect. For the avoidance of doubt, any

right of the Supplier to terminate this Agreement in accordance with this Section 16.3 shall lapse upon payment by Customer of the undisputed invoiced amounts.

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

## 17 Exit Management

17.1 Upon:

- (a) expiration or termination of this Agreement; or
- (b) expiration or termination of the assignment of any Supplier Personnel to any obligations under or pursuant to this Agreement; or
- (c) the re-assignment of Supplier Personnel to other tasks or roles; or
- (d) Customer's request;

the Supplier shall, and shall procure that the Supplier Personnel shall:

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

17.2 On earlier of expiry or termination of this Agreement or the completion of the Services for

any reason whatsoever, (but without prejudice to the Supplier's obligations under this Agreement), any property of the Supplier shall be removed from the relevant Customer Site within five days after the expiry or termination of this Agreement or completion of the Services and the Supplier shall be liable for any storage charges and all risk, including loss, damage and theft of such property from termination or expiry of the Agreement until the removal of the property of from the relevant Customer Site by the Supplier or the Supplier Personnel.

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

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

17.5 This Section 17 shall survive the termination or expiry of this Agreement.

## 18 General

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

- (a) access any premises used by the Supplier to provide the Services or from where the Services are managed or administered;
- (b) interview any Supplier Personnel; and
- (c) copy any relevant record

in order to audit the Supplier's compliance with this Agreement.

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

18.3 **Assignment and Subcontracting:** The Supplier shall not be entitled to assign, transfer, subcontract or otherwise deal with its rights and obligations arising under or in connection with this Agreement without Customer's prior written consent. It shall be a condition of any consent given by Customer to

the Supplier to subcontract its obligations under this Agreement that the Supplier's subcontractor complies with the requirements set out in Sections 7, 13 and 14 hereof, and Relevant Law..

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

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

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

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

**18.8 Governing Law:** This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of the country in which the Services are performed or the Goods are delivered without regard to the principles of conflict of laws thereof. However, the phrase "the laws of the country in which the Services are performed or the Goods are delivered" is replaced by the following phrases 1) "the laws of the State or Territory in which the Services are performed or the Goods are delivered" when the Services are performed or the Goods are delivered in Australia; 2) "the laws of the Province of Ontario and the federal laws of Canada applicable therein" if the Services are performed or

the Goods are delivered in Canada; 3) "the laws of England and Wales" when the Services are performed or the Goods are delivered in the United Kingdom.; 4) "the laws of the State of New York, U. S. A." when the Services are performed or the Goods are delivered in the U. S. A. The UN Convention on Contracts For The International Sale Of Goods shall not apply.

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