



LEGAL & GENERAL RESOURCES LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In addition to those terms that are defined in the accompanying Purchase Order and Purchase Order SOW (if applicable), the following terms have the following meanings:

"Affiliates" means Legal & General's holding company and ultimate holding company and each of its subsidiary companies and joint ventures and its holding company's and ultimate holding company's subsidiary companies and joint ventures as at the date of this Agreement or as the same may vary from time to time, "holding company" and "subsidiary" having the meanings given to them in section 1159 of the Companies Act 2006;

"Agreement" means a contract consisting of a Purchase Order, an associated Purchase Order SOW (if applicable) and these terms and conditions;

"AI Generative Tools" means any products, software, systems or tools (procured from a third party or otherwise) employing artificial intelligence technology, which are capable of generating content in the form of text, images and other media using generative models;

"Applicable Law" means any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law and any applicable codes of conduct, guidance, directions and/or determinations with which Legal & General or Supplier (as applicable) is bound to comply;

"Authorised Users" means Legal & General and its Affiliates, together with their respective third party outsourced service providers, employees, contractors, agents, independent financial advisors and distribution partners;

"Background Elements" means those elements of the Deliverables which were created by or on behalf of Supplier prior to or independently of the provision of the Services;

"Change of Control" means a change in the management, ownership or control of a party to this Agreement whereby the ultimate power to control or determine the direction of the management policies of the party, either directly or indirectly and whether through the ownership of voting securities, by contract or otherwise (including that meaning as provided in section 574 of the Capital Allowances Act 2001) is transferred;

"Charges" means the charges payable by Legal & General in respect of the Goods, Services and Deliverables (as applicable), as such charges are set out in the Agreement;

"Commencement Date" has the meaning given to that term in Clause 14.1;

"Confidential Information" means information that is designated as 'confidential' or which by its nature is clearly confidential and includes any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with this Agreement;

"Data Importer" means a third party that Processes Personal Data under or in connection with the Agreement in a Restricted Country, which it receives from, or is granted access to by, the Supplier (whether directly from the Supplier or indirectly from a Supplier Sub-processor);



"Data Protection Legislation" means:

- (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the UK Data Protection Legislation; and
- (b) any code of practice or guidance published by the Information Commissioner's Office or the European Data Protection Board (or any other Regulator with respect to the Processing of Personal Data) from time to time;

"Data Protection Particulars" means, in relation to any Processing under this Agreement:

- (a) the subject matter and duration of the Processing;
- (b) the nature and purpose of the Processing;
- (c) the type of Personal Data being Processed;
- (d) any approved Supplier Sub-processors; and
- (e) the categories of Data Subjects; as more particularly described in the Purchase Order SOW;

"Data Subject Request" means a subject access request or notice or complaint from a Data Subject exercising his rights under the Data Protection Laws;

"Data Transfer Agreement" means an agreement between Supplier (or its Supplier Sub-processor, as applicable) and the Data Importer which incorporates the Standard Contractual Clauses;

"Data Transfer Risk Assessment" means an assessment of the transfer of Personal Data to a Restricted Country in relation to the risks to Data Subjects posed by the Restricted Transfer, the existence of enforceable rights under the Data Protection Legislation by the Data Subjects and the availability of effective legal remedies for the Data Subjects taking into account the country or countries in which and/ or to which Personal Data will be transferred and/or processed;

"Deliverables" means any and all documents, information, data, and other materials, arising from, produced or supplied in the course of the provision of the Services, and any deliverables detailed in any relevant Purchase Order SOW;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

"Goods" means the goods, computer hardware, materials or other items detailed in any relevant Purchase Order and/or Purchase Order SOW and any and all peripheral equipment and any associated operating software supplied with such items;

"Intellectual Property" means any and all intellectual property rights as may now or in the future exist, including patents, trade marks, design rights, moral rights, copyright and related rights, rights in databases, domain names, topography rights, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with the right to apply for registration of and/or register such rights any and all goodwill relating or attached thereto and all extensions and renewals thereof;



"Intermediary" means any entity through which a Resource is contracted, other than the Supplier and any PSC;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"Legal & General" has the meaning set out in the Purchase Order and Purchase Order SOW (if applicable);

"Legal & General Code of Conduct for Suppliers" means the document bearing that name as issued by Legal & General to Supplier from time to time, including any associated policies and procedures;

"Legal & General Group" means Legal & General and its Affiliates;

"PSC" means a limited company or partnership which meets the conditions specified in sections 610 or 61P, as applicable, of ITEPA, (or such other conditions as may apply from time to time for the purpose of determining whether a company or partnership is of a type which is potentially subject to the legislation concerning provision of workers' services through intermediaries);

"Purchase Order" means a document bearing that title which has been issued by Legal & General to Supplier and under the terms of which Supplier shall commence its provision of Services, associated Deliverables and Goods (where applicable);

"Purchase Order SOW" means a document bearing the name purchase order statement of work or purchase order attachment, which is issued by Legal & General in conjunction with a given Purchase Order;

"Regulator" means any regulator or regulatory body (including the Financial Conduct Authority and the Prudential Regulatory Authority) to which a member of the Legal & General Group is subject from time to time and whose consent, approval or authority is required so that a member of the Legal & General Group can lawfully carry on its business;

"Resource" means any individual who is involved in the provision of Services (including, without limitation, any individual named in any Work Instruction or any individual that Legal & General is able to specify as being involved in the provision of the Services);

"Restricted Country" means a country, territory or jurisdiction that is outside of the UK or EEA which (i) is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable); or (ii) is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable), but such determination does not extend to the transfer of Personal Data carried out under or in connection with the Agreement;

"Restricted Transfer" means transferring any Personal Data to, and/ or accessing any Personal Data from and/ or Processing any Personal Data within, a jurisdiction or territory that is a Restricted Country;

"Schedules" means the Schedules to these terms and conditions;

"Security Requirements" means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the UK GDPR, taking due account of the matters described in Article 32(2) of the UK GDPR);

"Services" means the services, including provision of any Deliverables, detailed in any relevant Purchase Order and/or Purchase Order SOW;

"Standard Contractual Clauses" means in relation to any Restricted Transfer, as applicable:



- (a) where UK GDPR applies, the International Data Transfer Addendum to EU Standard Contractual Clauses issued by the European Commission under s119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022 and any updates or replacements as may be issued by the European Commission from time to time in accordance with S119A(1);
- (b) where the GDPR applies, applies, the applicable Module of means the standard contractual clauses contained in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and any amendment or replacement pursuant to Article 46(5) of the GDPR;

"Successor Provider" means any replacement provider appointed (or proposed to be appointed) by Legal & General or any member of the Legal & General Group to provide services the same as or substantially similar to any of the services provided under this Agreement;

"Supplier" means the supplier as set out in the relevant Purchase Order, and Purchase Order SOW, if applicable;

"Supplier Workers" means Supplier's employees and workers and former employees and workers and, if applicable, the employees and workers and former employees and workers of any subcontractor of Supplier;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (and any legislation amending, modifying, extending, varying, superseding, replacing, substituting or consolidating it from time to time, including but not limited to, the Collective Redundancy and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014), and where applicable any other legislation or regulations in any relevant jurisdiction implementing Council Directive 77/187/EEC or Directive 2001/23/EC or otherwise reasonably analogous in effect to such legislation or regulations.

"UK Data Protection Legislation" means the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 (being referred to in this Agreement as **"PECR"**, the **"DPA 2018"** and the **"UK GDPR"** respectively);

"WEEE Legislation" means the European Directive on Waste Electrical and Electronic Equipment 2012/19/EU and the Waste Electrical and Electronic Equipment Regulations 2013 (WEEE Regulations 2013) as amended;

"Work Instruction" means any statement of work, work order, purchase order or other document used by Legal & General to instruct the Supplier to provide a given set of services; and

"Working Day" means all days other than Saturdays, Sundays and public holidays in England and Wales.

1.2 In this Agreement:

- 1.2.1 any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders including the neuter gender;
- 1.2.2 any reference to a person shall, unless the context otherwise requires, include individuals, partnerships, companies and all other legal persons (in each case whether or not having



separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

- 1.2.3 the words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context; and
- 1.2.4 any reference to Applicable Law or to any statute, statutory instrument, directive, regulation, order or other enactment shall mean the same as shall be amended, enacted, re-enacted, replaced, extended, modified, consolidated or repealed from time to time.

2. BASIS OF PURCHASE

- 2.1 The Purchase Order constitutes an offer by Legal & General to purchase the Goods and/or acquire the Services subject to the terms of the Agreement. The Purchase Order shall be deemed to be accepted on the earlier of: (a) Supplier issuing written acceptance of the Purchase Order; or (b) the parties signing the Purchase Order SOW (if applicable); or (c) any act by Supplier consistent with fulfilling the Purchase Order. These terms and conditions (and where applicable the Purchase Order SOW) shall apply to the Agreement to the exclusion of any other terms and conditions contained in any sales conditions, specification, invoice or other document provided by Supplier, or any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. SERVICES AND DELIVERABLES

- 3.1 Supplier shall, from the Commencement Date and for the duration of this Agreement:
 - 3.1.1 provide the Services and the associated Deliverables in accordance with this Agreement, doing so with reasonable care and skill and in accordance with good industry practice; and
 - 3.1.2 not do anything to bring the name or reputation of Legal & General or any member of the Legal & General Group into disrepute or prejudice the interests of the business of the whole or any part of the Legal & General Group.
- 3.2 The Services shall be provided from the United Kingdom, unless otherwise agreed in the Purchase Order SOW.

4. SUPPLY OF GOODS

- 4.1 Where this Agreement includes the supply of Goods, Supplier shall supply those Goods in accordance with this Clause 4.
- 4.2 Unless otherwise agreed by the parties in writing, full legal title, beneficial interest and risk in the Goods will transfer to Legal & General at the point that Legal & General's representative accepts delivery of the Goods at the relevant delivery location. Following acceptance of the Goods by Legal & General's representative, Supplier may issue its invoice for the Goods concerned to Legal & General in accordance with Clause 6.
- 4.3 If installation and operation of the Goods is conditional on preparatory work being carried out at any relevant Legal & General premises, Supplier must give Legal & General written details of those requirements and provide any assistance (without any additional charge) that Legal & General may reasonably require to ensure that those preparations are completed on time.
- 4.4 Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods. Supplier shall not unreasonably refuse any request by Legal & General to inspect and test the Goods during manufacture, processing or



storage at the premises of Supplier or any third party prior to despatch, and Supplier shall provide Legal & General with all facilities reasonably required for inspection and testing. If as a result of inspection or testing Legal & General is not satisfied that the Goods will comply in all respects with this Agreement, and Legal & General so informs Supplier within seven (7) days of inspection or testing, Supplier shall take such steps as are necessary to ensure compliance. The Goods shall be marked in accordance with Legal & General's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4.5 Supplier warrants and represents that:

- 4.5.1 at the point that Supplier delivers the Goods, Supplier shall be the sole owner of those Goods and that no other person has a legal or other interest which could mean that Legal & General is unable to own the Goods outright;
- 4.5.2 at the time of the delivery, the Goods shall be of satisfactory quality as defined in the Sale of Goods Act 1979 (as amended from time to time) and fit for purpose and shall meet the description and standards which are either listed in this Agreement or are otherwise agreed in writing between Supplier and Legal & General;
- 4.5.3 Supplier shall obtain and transfer for Legal & General's benefit, all unexpired manufacturer warranties relating to the Goods;
- 4.5.4 all Goods supplied to Legal & General shall comply with all relevant legislation and industry regulations;
- 4.5.5 it shall ensure that, at all times up to and including delivery of the Goods to Legal & General, the Goods are protected against any unauthorised interference, whether during storage, loading, transport or otherwise; and
- 4.5.6 it has all necessary licences or consents required to supply the Goods and has paid any royalties due to third parties where required.

4.6 Without prejudice to any other rights or remedies available to Legal & General under these terms and conditions or more generally, where some or all of the Goods are found by Legal & General to be faulty or where Supplier is in breach of any of the warranties or representations detailed in Clause 4.4, Legal & General shall be entitled to:

- 4.6.1 reject the Goods (in whole or in part), whereupon Supplier shall within five (5) Working Days of receipt of any notice to that effect, refund to Legal & General any Charges paid by Legal & General in respect of those Goods; and/or
- 4.6.2 require Supplier to replace the Goods concerned within two (2) Working Days of receipt of a notice from Legal & General to that effect (or such longer period as may be agreed in writing between the parties),

it being agreed that in either case, Supplier shall (at Supplier's sole cost and expense) collect the non-functioning Goods and (where applicable) deliver and install suitable replacements. Where Legal & General exercises its right to reject / cancel in accordance with this Clause, and does not require replacement Goods, Legal & General shall cease to be bound to pay that part of the Charges which relates to Goods which have been rejected or cancelled.

4.7 In respect of the supply of any applicable electrical Goods, Supplier undertakes to perform the role of distributor in accordance with the WEEE Legislation in connection with the provision of the Goods as if it were the "Distributor" as that role is defined in the WEEE Legislation. As such, Supplier shall ensure that any waste in connection with the supply of the Goods can be returned to Supplier at least



free of charge on a one to one basis as long as the equipment to be disposed of is of an equivalent type and has fulfilled the same functions as the Goods.

5. SERVICE PERSONNEL, ACCESS AND SECURITY

- 5.1 Supplier shall and shall procure that all personnel involved in the provision of the Services, Deliverables and Goods when in attendance at Legal & General premises shall, at all times observe and comply with any and all health and safety, security and other policies notified by Legal & General in relation to such premises together with any and all further reasonable instructions or warnings given by Authorised Users orally or in writing from time to time.
- 5.2 Supplier has and shall at all times maintain and comply with, and will procure that its personnel are trained in and shall at all times comply with, documented policies and procedures sufficient to maintain the physical and electronic security of Legal & General's Confidential Information and Personal Data.
- 5.3 Supplier shall ensure that all personnel involved in the provision of the Services and Deliverables shall first be vetted in accordance with good industry practice (to include adequately clear pre-employment checks that include, as a minimum: employment history for at least the last five (5) years, identity, unspent criminal convictions and right to work (including nationality and immigration status)).

6. CHARGES

- 6.1 In consideration of Supplier's provision of the Services, Deliverables and Goods in accordance with this Agreement, Legal & General shall pay the Charges, which, unless otherwise expressly stated in the Purchase Order or Purchase Order SOW (if applicable), shall be deemed to be inclusive of all costs, fees and expenses associated with the provision of the Services, Deliverables and Goods (including in the case of Goods all charges for packaging, carriage, insurance and delivery of the Goods to the relevant delivery address). The Charges shall be: (a) inclusive of any duties, imports or levies other than VAT; (b) exclusive of any applicable VAT (which shall be payable by Legal & General subject to receipt of a valid VAT invoice). Supplier shall not increase the Charges without the prior written consent of Legal & General.
- 6.2 Unless otherwise agreed in the Purchase Order SOW, in respect of: (i) Goods, Supplier shall invoice Legal & General in accordance with Clause 3.2; and (ii) Services, Supplier shall invoice Legal & General on completion of the Services. Supplier shall submit invoices in accordance with any other invoicing arrangements that may be detailed in the Purchase Order SOW. In order to facilitate payment, Supplier's invoice shall provide details of its bank account details along with wire transfer instructions. Correctly submitted and undisputed invoices shall be paid by Legal & General within thirty (30) days of receipt. Legal & General shall be entitled to set off against the Charges any sums owed to Legal & General by Supplier.
- 6.3 Supplier shall be entitled to simple interest on undisputed and overdue Charges at the rate of two percent (2%) per annum above the base lending rate for the time being of Barclays Bank plc, provided that Supplier shall first give Legal & General not less than ten (10) Working Days' written notice of its intention to charge interest, such notice being served no earlier than the due date for payment of the relevant overdue sum. The parties agree that this Clause 6 is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

7. INTELLECTUAL PROPERTY

- 7.1 Save as provided in Clause 7.2, all right, title and interest (including all Intellectual Property) in and to the Deliverables shall be the exclusive property of and shall vest in Legal & General upon creation. Supplier shall not be entitled to use the whole or any part of the Deliverables except as permitted by this Agreement.



- 7.2 All right, title and interest (including all Intellectual Property) in the Background Elements shall be the exclusive property of Supplier. Supplier hereby grants Legal & General a non-exclusive, world-wide, royalty free, irrevocable, perpetual and fully transferable licence for Legal & General and other Authorised Users to use the Background Elements to facilitate the use of the Deliverables for the internal purposes of Legal & General Group.
- 7.3 Supplier shall, at the request of Legal & General, execute and procure the execution of all documents, and do and procure the doing of all acts (including the waiver of moral rights in copyright), as may be necessary or desirable to give effect to Clause 7.1.
- 7.4 All software, data, know-how, techniques and other materials (including all Intellectual Property therein) supplied or provided by any Authorised User shall be and shall remain the exclusive property of Legal & General, the relevant member of the Legal & General Group and/or the relevant licensor. Supplier shall acquire no right, title or interest in or to the same. Legal & General hereby grants a licence to Supplier to use such Legal & General property solely for the purpose of providing the Services.
8. **WARRANTIES**
- 8.1 Supplier warrants and represents that, and it shall be a condition of this Agreement that:
- 8.1.1 it has full capacity and authority and all necessary consents and licences to enter into and to perform its obligations under this Agreement;
 - 8.1.2 it will carry out the Services in accordance with this Agreement and with reasonable skill and care, in accordance with good industry practice using appropriately trained, qualified and experienced staff;
 - 8.1.3 it will comply with all Applicable Laws in connection with this Agreement;
 - 8.1.4 receipt of the Services and/or ownership and/or use of the Deliverables and/or Goods will not infringe the Intellectual Property rights or other rights of any third party; and
 - 8.1.5 it will not use any AI Generative Tools to provide all or part of the Services or Deliverables without the prior written consent of Legal & General. If Legal & General has provided such consent to the use of AI Generative Tools, Supplier must obtain Legal & General's prior written consent before Supplier makes any changes to its use of such AI Generative Tools in providing the Services or Deliverables. Supplier acknowledges that any use by Supplier of any AI Generative Tools to provide all or any part of the Services or Deliverables without the prior written consent of Legal & General shall be a material breach of this Agreement.
- 8.2 Supplier further warrants and represents that all Services, Deliverables or Goods provided to Legal & General or any member of the Legal & General Group or brought to any premises of Legal & General or any member of the Legal & General Group for the purposes of this Agreement will be free of any computer viruses or any other harmful software code which may cause an interruption to the business processes of Legal & General or any member of the Legal & General Group.
- 8.3 Breach of any of the warranties set out in Clauses 8.1 or 8.2 shall entitle Legal & General to terminate this Agreement immediately upon written notice.



9. **LIABILITY AND INSURANCE**

- 9.1 Subject to Clauses 9.2, 9.3 and 10 the total aggregate liability of each party to the other in respect of all causes of action arising out of or in connection with this Agreement (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed:
- 9.1.1 in the case of Legal & General, the total of all Charges paid or payable under this Agreement; and
 - 9.1.2 in the case of Supplier, three (3) times the total of all Charges paid or payable under this Agreement.
- 9.2 Subject to Clauses 9.3 and 10, neither party shall be liable to the other for any indirect, consequential or special loss or damage.
- 9.3 Nothing in this Agreement shall limit or exclude: (i) Supplier's liability for wilful default; or (ii) Supplier's liability under Clause 10 (Indemnities), Clause 16 (Economic Crime Laws), or Clause 18 (Payroll Compliance); or (iii) either party's liability for: (a) death or personal injury resulting from negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability the exclusion or limitation of which is not permitted by Applicable Law.
- 9.4 Supplier shall at its own expense effect and maintain: (a) professional indemnity insurance in the amount of at least five million pounds sterling (£5,000,000) per claim or series of related claims, in respect of Supplier's liabilities under or in connection with this Agreement; and (b) insurance in the amount of at least five million pounds sterling (£5,000,000) per claim or series of related claims in respect of public liability; and (c) cyber insurance in the amount of at least five million pounds sterling (£5,000,000) per claim or series of related claims; in each case with an insurance provider of repute.
- 9.5 Supplier shall produce on demand to Legal & General such policy or policies of insurance and the receipt for the current year's premium in respect thereof. Should Supplier fail to comply with any of the foregoing provisions then Legal & General may take out insurance against any risk which is uninsured by Supplier at Supplier's cost.

10. **INDEMNITIES**

- 10.1 Supplier shall fully indemnify and hold Legal & General and all other Authorised Users harmless from and against any and all losses, damages, claims, costs and expenses (including reasonable legal expenses) suffered or incurred by or awarded against Legal & General and/or each other Authorised User as a result of or in connection with any:
- 10.1.1 breach by Supplier of Clause 11 (Confidentiality), Clause 13 (Data Protection), and/or Clause 4.7 (WEEE Legislation);
 - 10.1.2 breach of the warranty given by Supplier in Clause 8.1.4 (a "**Claim**"); and
 - 10.1.3 fines imposed by a Regulator on any member of the Legal & General Group arising in connection with receipt or use of the Goods, Services or the Deliverables.
- 10.2 In relation to any Claim, Legal & General shall:
- 10.2.1 give Supplier written notice of any Claim;
 - 10.2.2 (subject to Clause 10.3) allow Supplier to assume control of the negotiation, defence and settlement of the Claim and not make any admissions or compromise in relation to the same; and



10.2.3 at Supplier's expense, give Supplier such assistance as Supplier may reasonably require in the negotiation, defence, settlement or compromise of the Claim.

10.3 Supplier shall conduct the negotiation, settlement and/or litigation of any Claim with due regard to the interests of Legal & General Group and shall not settle or make any compromise in relation to any Claim without the prior written consent of Legal & General (such consent not to be unreasonably withheld or delayed). Supplier shall not use Legal & General's or any of the other Authorised Users' names in any action or claim without Legal & General's prior written consent.

10.4 The exclusions and limitations of liability in Clause 9 shall not apply to the indemnities in this Clause 10.

11. **CONFIDENTIALITY**

11.1 Each party shall keep the other's Confidential Information confidential and shall not divulge the same to any third party except for the purposes of this Agreement or use it itself for any other purpose without the prior written consent of the other party.

11.2 The provisions of this Clause 11 shall not apply to any Confidential Information that the receiving party can show:

11.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this Agreement or any other obligations of confidentiality;

11.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;

11.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required);

11.2.4 is approved for disclosure in writing; or

11.2.5 was developed independently of and without reference to confidential information disclosed by the other party,

provided that (except in the case of disclosure under Clause 11.2.3) each party shall provide the other with at least ten (10) days' written notice of its intention to rely upon one or more of these exceptions, such notice specifying details of the exception to be relied upon and the information concerned.

11.3 Each party shall be entitled to divulge the other party's Confidential Information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants (which, in the case of Legal & General, shall include any Authorised Users) who have a need to know the same in connection with this Agreement provided that the receiving party shall ensure that such persons are aware of and, shall procure that such persons comply with, these obligations as to confidentiality.

11.4 Nothing in this Agreement shall prevent disclosure to a Regulator as part of the Legal & General Group's business as usual relationship with its Regulator.

11.5 Supplier acknowledges that due to the confidential nature of the Confidential Information damages may not be an adequate remedy for breach of this Clause 11 and Legal & General would therefore be entitled (without prejudice to other rights and remedies available) to specific performance or other equitable relief to enforce the undertakings of this Agreement.



12. PUBLICITY

- 12.1 Neither party shall make or issue any announcement or public circular relating to the subject matter of this Agreement without the prior written approval of the other. Supplier shall not use the name of Legal & General or any other Authorised User as a reference or in any advertising or promotional materials, press release, tender, proposal, speech, article or other similar material without the prior written consent of Legal & General, and shall be responsible for, and shall ensure compliance with the provision of this Clause 12 by, all its employees, agents, directors, officers, authorised subcontractors, professional advisors and consultants.

13. DATA PROTECTION

- 13.1 In the event that the provision of the Services will require Supplier to Process Personal Data on behalf of Legal & General, Supplier will do so as Legal & General's Processor and only in accordance with this Agreement. In such case, the parties shall complete a table of Data Protection Particulars in the relevant Purchase Order SOW.
- 13.2 For the purposes of this Clause 13, the terms: "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**" and "**Processing**" shall have the meanings given to those terms in the Data Protection Legislation and "**Process**" and "**Processed**" shall be construed accordingly.
- 13.3 Supplier shall comply with the Data Protection Legislation in its Processing of any Personal Data required in the performance of this Agreement and shall use all reasonable endeavours in accordance with good industry practice to provide such assistance and/or co-operation as is reasonably necessary or reasonably requested by Legal & General to assist Legal & General and/or any Authorised User in complying with the Data Protection Legislation.
- 13.4 Supplier agrees that it shall only Process Legal & General Personal Data in accordance with the Data Protection Particulars and any other Legal & General instructions and for the purposes otherwise set out in the Agreement. Unless prohibited by Applicable Law, Supplier shall promptly, and in any event within twenty-four (24) hours, notify Legal & General if: (a) it is required by Applicable Law to act other than in accordance with the instructions of Legal & General; and/ or (b) it considers, in its opinion (acting reasonably), that any of Legal & General's instructions under this Clause 13.4 infringes the Data Protection Legislation.
- 13.5 Supplier shall:
- 13.5.1 not transfer, disclose or grant access to Legal & General Personal Data to any third party (including, but not limited to, subcontractors and Supplier Sub-processors appointed in accordance with Clauses 13.15 to 13.17 inclusive) without obtaining Legal & General's prior written consent, and, where such consent is given, Supplier shall ensure that such transfer, disclosure of, or grant of access to Legal & General Personal Data is made under and pursuant to a written contract between Supplier and the relevant third party on terms which are substantially the same as, and in any case no less onerous than, the terms set out in this Clause 13. Notwithstanding the foregoing, Supplier shall remain primarily liable to Legal & General for the acts, errors and omissions of any third party to whom it discloses Personal Data, and shall be responsible to Legal & General for the acts, errors and omissions of such third party as if they were Supplier's own acts, errors and omissions to the extent that Supplier would be liable to Legal & General under this Agreement for those acts, errors and omissions;
 - 13.5.2 not delete or amend the Legal & General Personal Data except in accordance with any instructions given by Legal & General; and
 - 13.5.3 keep the Legal & General Personal Data confidential.



- 13.6 Supplier agrees that it shall implement and maintain such technical and organisational measures as are required to enable the Legal & General Personal Data to be Processed in compliance with the Security Requirements.
- 13.7 If requested by Legal & General, Supplier shall provide such information as is reasonably necessary to enable Legal & General to satisfy itself of Supplier's compliance with Clause 13.6.
- 13.8 Supplier shall allow Legal & General, its employees, authorised agents or advisers, upon reasonable prior written notice, sufficient access to any of Supplier's records, sites and premises, documents and Supplier personnel and IT systems, during normal business hours, to inspect the procedures and measures referred to in Clause 13.6.
- 13.9 Supplier shall: (a) take all reasonable steps to ensure the reliability and integrity of any of Supplier personnel who shall have access to the Legal & General Personal Data; (b) ensure that only such members of Supplier personnel required by it to assist it in fulfilling its obligations under this Agreement shall have access to the Legal & General Personal Data; and (c) ensure that each member of Supplier personnel shall have: (i) undergone reasonable levels of training in Data Protection Legislation and in the care and handling of Personal Data; and (ii) entered into appropriate contractually-binding confidentiality undertakings that shall apply to the Legal & General Personal Data.
- 13.10 Supplier shall not make (or permit a Supplier Sub-processor to make) a Restricted Transfer in respect of any Personal Data Processed under or in connection with the Agreement unless it:
- 13.10.1 has obtained prior written consent from Legal & General in respect of the proposed Restricted Transfer;
 - 13.10.2 provides Legal & General with a copy of its Data Transfer Risk Assessment. Supplier shall review and update each Data Transfer Risk Assessment provided to Legal & General at regular intervals, unless otherwise requested by Legal & General (acting reasonably); and
 - 13.10.3 ensures that a Data Transfer Agreement is in place in respect of the Restricted Transfer and shall provide Legal & General with documented evidence that such Data Transfer Agreement is in place.
- 13.11 Supplier shall:
- 13.11.1 notify Legal & General promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or Regulator Correspondence, and shall: (a) not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without Legal & General's prior written consent; and (b) provide Legal & General with all reasonable co-operation and assistance required by Legal & General in relation to any such Data Subject Request or Regulator Correspondence; and
 - 13.11.2 promptly (and in any event within twenty-four (24) hours), notify Legal & General upon becoming aware of any actual or suspected Personal Data Breach, and shall: (a) take all reasonable steps to prevent or minimise the effects of the Personal Data Breach; (b) implement any measures necessary to restore the security of compromised Legal & General Personal Data; and (c) support Legal & General (and/or any applicable Authorised User) to make any notifications to any Regulator.
- 13.12 Except to the extent required by Applicable Law, on termination of this Agreement, howsoever such termination arises, Supplier shall cease Processing all Legal & General Personal Data, shall not retain any copy, abstract, précis or summary of any Legal & General Personal Data and shall return and/or securely and permanently destroy (as directed in writing by Legal & General) all Legal & General Personal Data (including records and documentation and all copies in its possession and control).



- 13.13 Supplier shall comply with the obligations imposed upon a Processor under the Data Protection Legislation.
- 13.14 Supplier shall use all reasonable endeavours in accordance with Good Industry Practice to assist Legal & General to comply with the obligations imposed on Legal & General by the Data Protection Legislation, including under Articles 32 to 36 of the UK GDPR.
- 13.15 Without prejudice to the generality of Clause 13.5.1, Legal & General agrees that Supplier may engage sub-processors where necessary to fulfil Supplier's contractual obligations under this Agreement and to provide services to Legal & General on Supplier's behalf, provided that the sub-processors authorised by Legal & General, if any, are listed in the Purchase Order SOW (each a **"Supplier Sub-processor"**).
- 13.16 Where Supplier wishes to appoint a Supplier Sub-processor, Clause 13.5 shall apply, in support of which process:
- 13.16.1 Supplier shall undertake thorough due diligence on the third party sub-processor, including a risk assessment of the information governance related practices and processes of the sub-processor, which shall be used by Supplier to inform any decision on appointing and overseeing the sub-processor;
- 13.16.2 Supplier shall provide Legal & General with full details of the third party sub-processor (including the results of the due-diligence conducted); and
- 13.16.3 Supplier and sub-processor shall contract on terms which are substantially the same as and no less onerous than this Clause 13.
- 13.17 The grant of any approval by Legal & General in respect of the appointment of any Supplier Sub-processor shall be revocable on notice and shall not relieve Supplier from any obligation or liability under this Agreement. Supplier Sub-processors shall not be able to, and Supplier shall ensure they do not, appoint further sub-processors themselves, and Legal & General may require a direct data processing agreement to be put in place between Legal & General (or any other relevant Controller) and any such sub-processor.
14. **TERM, TERMINATION AND POST-TERMINATION**
- 14.1 This Agreement shall begin on the commencement date stated in the Purchase Order SOW or, in the absence of any such Purchase Order SOW, on the date of the relevant Purchase Order (the **"Commencement Date"**). Subject to earlier termination in accordance with this Clause 14, the Agreement shall continue until: (a) in the case of discrete work projects, the end of the contract period given in the Purchase Order SOW or the completion of the performance of the Services in accordance with the Agreement, whichever is the later; and (b) in the case of ongoing Services, the end of the contract period given in the Purchase Order SOW; and (c) in the case of purchase of Goods only, the acceptance of the Goods and payment by Legal & General in accordance with the Agreement.
- 14.2 This Agreement may be terminated by Legal & General upon not less than thirty (30) days' written notice at any time.
- 14.3 Either party shall be entitled to terminate this Agreement with immediate effect by notice in writing to the other if the other commits a material breach of this Agreement and, where the breach is capable of remedy, has failed to remedy that breach within thirty (30) days of written notice requiring remediation.
- 14.4 Either party shall be entitled to terminate this Agreement immediately upon notice in writing if the other party becomes insolvent, enters into administration, liquidation, or any other formal insolvency or



similar procedure under the Applicable Laws of any jurisdiction, or is otherwise unable to pay its debts as they fall due.

- 14.5 Legal & General may terminate this Agreement immediately upon written notice if Supplier is the subject of a Change of Control.
- 14.6 In no circumstances will Supplier be entitled to terminate this Agreement for non-payment by Legal & General of any part of the Charges or any other sums due where a dispute has arisen under or in connection with this Agreement and the amount withheld is proportionate to the sums in dispute or the damages claimed.
- 14.7 If this Agreement is terminated for any reason, Supplier shall reimburse to Legal & General on demand any Charges paid in advance for Services or Goods that have not been delivered as at the effective date of termination.
- 14.8 Save as provided below, each party's rights, liabilities and obligations under this Agreement shall cease upon its termination or expiration. Each party's accrued rights and liabilities and the rights and obligations of each party that are expressly or by implication intended to come into force upon, or remain in force following, the termination or expiration of this Agreement shall survive any termination or expiration of this Agreement (whether under this Agreement or otherwise).
- 14.9 Upon termination of this Agreement for any reason:
- 14.9.1 Supplier shall promptly deliver to Legal & General all Deliverables (whether completed or not), Legal & General Confidential Information and Legal & General Personal Data then in its possession or control;
 - 14.9.2 at its own cost each party shall promptly destroy all other copies of the other's Confidential Information and Personal Data in its possession or control; and
 - 14.9.3 Supplier shall provide such assistance as Legal & General may reasonably request in order to achieve an orderly cessation (or transfer if applicable) of the Services.
- 14.10 Supplier agrees and undertakes to arrange the Supplier Workers in such a way that no individual is at any time wholly or mainly assigned for the purposes of the Transfer Regulations to the provision of the Services. The parties do not consider or intend that the contract of employment of any Supplier Worker (or any liability in connection therewith) will transfer to Legal & General, the Legal & General Group or any Successor Provider as a result of any arrangements contemplated by this Agreement in accordance with the Transfer Regulations and accordingly no Supplier Worker will transfer to Legal & General, the Legal & General Group or to any Successor Provider as a result of the arrangements contemplated by this Agreement.
- 14.11 If the contract of employment of any Supplier Worker (or any liability in connection therewith) transfers or is alleged to have transferred (an "**Affected Employee**") to Legal & General, a member of the Legal & General Group or to a Successor Provider (an "**Affected Employer**") by virtue of the Transfer Regulations as a result of any of the arrangements contemplated by this Agreement (including as a result of the termination of this Agreement in whole or in part), the following provisions shall apply:
- 14.11.1 the Affected Employer or Supplier (as applicable) will notify the other as soon as reasonably practicable after becoming aware that an Affected Employee is likely to transfer, has transferred or alleges to have transferred to the Affected Employer;
 - 14.11.2 the Affected Employer may terminate the employment of any Affected Employee in writing within twenty (20) Working Days of becoming aware of such transfer or alleged transfer; and



14.11.3 provided the Affected Employer complies with sub-Clause 14.11.1 (where such person remains employed or engaged) and sub-Clause 14.11.2 Supplier shall indemnify the Affected Employer and keep the Affected Employer indemnified and hold it harmless at all times from and against all actions, costs (including legal expenses), claims liabilities, expenses, legal remedies, compensation, court or tribunal orders, penalties, fines, awards and all other liabilities of any nature in any way connected with or arising from or relating to any claim or threatened claim which the Affected Employer may suffer or incur and which arises in connection with, or relates to the employment of such a person and/or the termination of their employment and/or any failure to inform and consult as required by the Transfer Regulations.

14.12 Without prejudice to the provisions of Clauses 14.10 and 14.11, within fourteen (14) days of a request from Legal & General to Supplier, Supplier shall provide such information in relation to any person providing services under this Agreement as Legal & General shall reasonably request. Supplier shall permit Legal & General to disclose the information to Legal & General Group Companies and/or any Successor Provider or any prospective Successor Provider.

14.13 The provisions of this Clause 14 will survive the expiry or termination (however effected) of this Agreement.

15. **DISPUTE RESOLUTION**

15.1 Each party will refer any dispute that arises under or in connection with this Agreement to the appropriate board director within their organisation responsible for the business area concerned.

15.2 Where and to the extent that the parties do not resolve any dispute within twenty (20) Working Days of the dispute concerned being escalated in accordance with Clause 15.1, either party may thereafter commence or continue court proceedings in respect of such unresolved dispute, provided that nothing in this Clause 15 shall prevent either party from instigating legal proceedings where: an order for an injunction is required; or in order to avoid the expiry of any contractual, statutory or equitable limitation period or time limit; or the party concerned requires either an order or award (whether interim or final) restraining the other party from doing any act or compelling the other party to do any act; or the enforcement of any agreement reached pursuant to this Clause.

16. **ECONOMIC CRIME LAWS**

16.1 The Supplier warrants and commits that they have not committed and will not commit any offences under the Proceeds of Crime Act 2002; the Bribery Act 2010; the Criminal Finances Act 2017; the Sanctions and Anti-Money Laundering Act 2018; the Economic Crime and Corporate Transparency Act 2023; the economic crimes listed in Schedule 12 and the fraud offences listed in Schedule 13 to the Economic Crime and Corporate Transparency Act 2023; any superseding or amending laws; and any regulations made or having effect under these Acts ("**Economic Crime Offences**"); and they have ensured and will ensure that any employee, officer, subsidiary, agent, sub-contractor or other third party that performs services for or on their behalf does not commit any such Economic Crime Offences.

17. **AUDIT RIGHTS AND REGULATORY REQUIREMENTS**

17.1 Legal & General shall (using its internal or external auditors) be entitled to audit Supplier's performance of its obligations under this Agreement at any time upon reasonable notice. Supplier shall permit and/or shall procure that Legal & General shall be permitted to access such of Supplier's (and, if relevant, its sub-contractor's) premises, facilities, IT systems, personnel, records, books, accounts, procedures (including data processing, security and organisational procedures) and information as may be required by Legal & General for the purpose of such auditing.



- 17.2 Without prejudice to the foregoing obligations, Supplier shall:
- 17.2.1 disclose to Legal & General any development that may have a material impact on its ability to provide the Services, and/or Deliverables and/or Goods in compliance with Applicable Laws and regulatory requirements; and
 - 17.2.2 allow a Regulator to audit Supplier's performance of its obligations under this Agreement and shall co-operate with the Regulator of Legal & General in connection with the Services and/or Deliverables and/or Goods.
- 17.3 Supplier shall perform its obligations under this Agreement at all times in accordance with the values of Legal & General as embodied in the Legal & General Code of Conduct for Suppliers. Supplier shall, on request from time to time during the term of this Agreement, certify to Legal & General in writing signed by an officer of Supplier, acceptance of and compliance with the Legal & General Code of Conduct for Suppliers, as updated by Legal & General from time to time.
18. **PAYROLL COMPLIANCE**
- 18.1 The parties acknowledge that it is the policy of Legal & General to only engage Resource under the Agreement where payments in respect of such Resource are fully taxable through PAYE. Accordingly, Supplier warrants that the Services will only be supplied by Resource where payment made to or in respect of Resource is fully taxable (and subjected to tax and National Insurance deductions under PAYE): (a) as earnings from the Resource's employment with Supplier or a subcontractor previously approved in writing by Legal & General; or (b) as earnings from the Resource's employment with an Intermediary (provided that such Intermediary is at all relevant times, accredited by the Freelancer & Contractor Services Association (the FCSA)); or (c) under Part 2, Chapter 7 of ITEPA (workers individually engaged by agency). This shall apply whether the payment is made by Supplier, by a Supplier subcontractor or by an Intermediary.
- 18.2 Supplier shall allow Legal & General and/or its agents to access and inspect Supplier's records as necessary to demonstrate Supplier's compliance with the obligations imposed under this Clause 18. Such rights of access and inspection shall be exercised by Legal & General in accordance with any wider rights of audit that are already provided for under the terms of the Agreement. In the absence of any such express rights of audit, Legal & General shall be entitled to carry out any such inspection (a) during normal business hours and subject to a minimum of seven (7) days' notice; and (b) not more often than two (2) times in any rolling twelve (12) month period.
- 18.3 Supplier shall and shall procure that any other Intermediary which makes payments to or in respect of Resource shall: (a) provide such details as Legal & General may reasonably require from time to time for the purposes of assuring itself that Supplier is complying with its obligations under this Clause 18 (which may, for the avoidance of doubt, include the relevant HMRC PAYE references). Such details to be provided within seven (7) days of request by Legal & General; and (b) provide all reasonable cooperation to Legal & General in answering any questions that it may raise regarding information obtained pursuant to this Clause 18.3 or Clause 18.2 above.
- 18.4 Supplier shall indemnify Legal & General and keep Legal & General indemnified in full against any and all liability to account for deductions of income tax and/or employee National Insurance Contributions, or payment of employer National Insurance Contributions and/or Apprenticeship Levy (together in each case with any associated interest and/or penalties), in respect of any Resource.
- 18.5 The financial limits imposed on Supplier's liability under the terms of the Agreement shall not apply to the indemnity given by Supplier under Clause 18.4.



19. GENERAL

- 19.1 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed will be an original, but all the counterparts will together constitute one and the same Agreement.
- 19.2 No variation of or amendment to this Agreement shall be effective unless made in writing and signed by authorised representatives of the parties.
- 19.3 If any provision under this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provisions in question shall not be affected thereby.
- 19.4 The relationship of Supplier to Legal & General shall be that of independent contractor and nothing contained in this Agreement shall create a relationship of employer and employee, principal and agent or partnership between the parties.
- 19.5 The failure or delay of either party to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement (whether in whole or part) does not constitute and shall not be construed as a waiver of such term or right, power or privilege (or part thereof) and shall in no way affect either party's right later to enforce or exercise it.
- 19.6 This Agreement contains all of the terms agreed by the parties and supersedes any prior agreements, understandings or arrangements between them in relation to the subject matter of this Agreement, whether made orally or in writing.
- 19.7 Each notice or communication given under or in relation to this Agreement shall be in writing and shall be delivered by hand or sent by post to the other party at its address as set out in the Purchase Order SOW (or Purchase Order, where there is no Purchase Order SOW). Each such notice or communication served on Legal & General shall also be copied by email to SRM@landg.com, or such other email address as Legal & General may advise from time to time.
- 19.8 Supplier shall not assign or transfer this Agreement or the benefits or obligations thereof on a temporary or permanent basis in whole or in part without the written consent of Legal & General, such consent not to be unreasonably withheld or delayed. Legal & General shall be entitled to assign or transfer this Agreement in whole or in part to an Authorised User upon written notice to Supplier (who shall if required enter into a formal novation or assignment).
- 19.9 Supplier shall not enter into any sub-contract with any person for the performance of this Agreement in whole or in part without the prior written consent of Legal & General (which consent shall not be unreasonably withheld or delayed). Any consent given by Legal & General under the provisions of this Clause 19.9 shall not relieve Supplier of its obligations for the performance of this Agreement and Supplier shall be responsible for the acts, or failures to act, of each subcontractor as if they were Supplier's own acts or failures to act.
- 19.10 Supplier acknowledges and accepts that any right or remedy it may have under this Agreement rests solely with Legal & General and enters into this Agreement on that basis. Except as provided in Clause 19.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 19.11 Legal & General may perform any of its obligations or exercise any of its rights hereunder by itself or through any Authorised User, provided that any act or omission of any such Authorised User shall be deemed to be the act or omission of Legal & General. In the event that Legal & General is unable to secure the relief it and/or its other Authorised Users seek following a first instance decision of the English courts on the basis that the courts consider that Legal & General is not an interested party to



such claim or other civil proceedings or that it has not suffered any loss or the same loss, then the relevant Authorised User shall be entitled to bring such claim or other civil proceedings against Supplier directly. However, such third party's consent shall not be required to vary or terminate this Agreement.

19.12 In the event of conflict, the following order of precedence shall apply (highest first):

19.12.1 any terms set out in the Purchase Order SOW (if applicable) which are unambiguously and expressly stated to vary the terms of these terms and conditions;

19.12.2 the terms of these terms and conditions;

19.12.3 the other parts of the Purchase Order SOW (if applicable); and

19.12.4 the Purchase Order.

19.13 This Agreement (including any associated non-contractual disputes or claims) is governed by English law. The parties hereby accept the exclusive jurisdiction of the English courts in relation to any dispute arising under or in connection with this Agreement.