

## TERMS & CONDITIONS

### 1. DEFINITIONS

1.1 "Aon" means the Aon entity specified in the Purchase Order.

1.2 "Due Date" means the date that the delivery of Goods is due as specified in the Purchase Order.

1.3 "DP Laws" means any applicable DP Laws relating to the protection of individuals with regards to the processing of Personal Data including the European Data Protection Directive 95/46/EC as implemented by European member states and any replacement to it (and, from 25 May 2018, the GDPR), together with guides and codes of practice issued from time to time by relevant supervisory authorities.

1.4 "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 on the free movement of such data including where applicable any local implementing laws as updated from time to time.

1.5 "Goods" means any goods as specified in the Purchase Order (including any part or parts thereof).

1.6 "Party" means either Aon or Supplier and "Parties" means Aon and Supplier.

1.7 "Personal Data Breach" means (i) any breach of the organisational and technical measures implemented in accordance with Section 7.5 (c); or (ii) any breach leading to unauthorized or unlawful processing of Personal Data or accidental or unlawful destruction, loss, damage, alteration, unauthorised disclosure of, or access to the Personal Data processed under these terms and conditions.

1.8 "PO Price" means the charge to Aon for the Goods or Services.

1.9 "Purchase Order" means the order submitted by Aon which contains these terms and conditions.

1.10 "Services" means the services as specified in the Purchase Order (including any portion thereof).

1.11 "Supplier" means the entity whose name appears as the addressee in the Purchase Order.

1.12 "Supplier Resources" means Supplier's employees and any subcontractors or agents of Supplier.

### 2. APPLICATION OF TERMS

2.1 These terms and conditions, together with the provisions specified in the Purchase Order, constitute the entire agreement between the Parties for the provision of the Goods and/or Services specified and replaces all previous discussions, negotiations, understandings and representations between the Parties, whether oral or written. Acknowledgement of the Purchase Order is not essential, acceptance of the Purchase Order means acceptance of all its terms. The Purchase Order may not be modified unless agreed to in writing by an authorized representative of both Parties.

2.2 These terms and conditions are the only terms and conditions applicable to the Purchase Order, unless a specific agreement has been executed by an authorized representative of both Parties, in which event the terms and conditions of such agreement will control. No terms or conditions in any Supplier quote, order acknowledgement or invoice will apply unless accepted in writing by an authorized representative of Aon.

### 3. PROVISION OF GOODS

3.1 Goods to be provided under the Purchase Order will be of the best available design, quality, material and workmanship; will be without defect or fault; and will conform in all material respects with specifications set out in the Purchase Order.

3.2 Goods will be delivered to the "Ship To" location specified in the Purchase Order by the Due Date. Unless otherwise stipulated in the Purchase Order, deliveries will only be accepted during normal business hours. All shipments of Goods must be accompanied by a bill of lading that references the Purchase Order number, the number of items in the shipment and, in the case of a partial delivery, the outstanding balance remaining to be delivered.

3.3 Without prejudice to any other rights which Aon may have, if the Goods are not delivered by the "Due Date", Aon reserves the rights to: (a) cancel the Purchase Order in whole or in part; (b) refuse to accept any delivery of the Goods which Supplier attempts to make; (c) recover from Supplier any expenditure reasonably incurred by Aon in obtaining the Goods from another supplier; and (d) damages for any additional costs, loss or expenses incurred by Aon which are in any way attributable to Supplier's failure to deliver the Goods on the "Due Date".

3.4 Where Aon agrees in writing to accept delivery of Goods by installment, failure by Supplier to deliver any one installment shall entitle Aon, at its option, to treat the entire Purchase Order as repudiated. Aon shall not be deemed to have accepted any Goods until it has had 30 days to inspect them following delivery. Aon shall also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in the Goods has become apparent.

3.5 Supplier will bear risk of loss to all Goods in transit and will pay any related insurance costs. Aon will not pay for shipping/delivery charges unless otherwise specified in the Purchase Order.

3.6 Without prejudice to any other right or remedy which Aon may have, if any Goods are not supplied in accordance with, or Supplier fails to comply with, any of the terms and conditions of the Purchase Order, Aon will be entitled to one or more of the following remedies at Aon's sole discretion: (a) cancel the Purchase Order; (b) reject the Goods (in whole or in part) and return them to Supplier for a full refund, with such return at the risk and cost of Supplier; (c) request Supplier to remedy any defect in the Goods or replace defective Goods at Supplier's expense; (d) refuse to accept any further deliveries of the Goods without any liability to Supplier; (e) require Supplier to take necessary action at Supplier's expense to make the Goods comply with the Purchase Order; and (f) claim any damages sustained as a consequence of Supplier's breach of the Purchase Order.

#### 4. PROVISION OF SERVICES

4.1 Supplier will provide the Services as set out in the Purchase Order. Supplier will perform the Services using reasonable skill and care and in accordance with any timeframe and service levels set out in the Purchase Order. Services will be performed only by Supplier Resources who have appropriate skills, qualifications and experience. Supplier Resources will comply with (a) all applicable laws relating to the provision of Services (including any health and safety regulations) and (b) all policies made available by Aon. Unless otherwise specified in the Purchase Order, Supplier will provide (at its own cost) all materials and/or equipment necessary for the performance of the Services.

4.2 Aon may, at any time, reject any Services in whole or in part or any deliverables from the Services which, in Aon's reasonable opinion, do not comply with the Purchase Order. Unless otherwise specified to Supplier by Aon, Supplier will have five (5) business days to remedy the acts or omissions which caused a rejection of Services, at Supplier's cost and expense.

4.3 Without prejudice to any other rights or remedies Aon may have, if Supplier fails to remedy the acts or omissions which caused a rejection of the Services, Aon will be entitled to terminate the Purchase Order immediately with written notice to Supplier. Acceptance of Services will not be deemed a waiver of any rights or claims by Aon with respect to any act or omission of Supplier.

4.4 If the Services are performed at Aon's premises, the Supplier's personnel shall comply with all applicable Aon policies, including but not limited to the working hours and any safety instructions applicable to the location at which the Services are performed.

#### 5. PO PRICE & PAYMENT TERMS

5.1 In consideration of the supply of the Goods and/or Services by Supplier under the Purchase Order, Aon will pay Supplier the PO Price stipulated in the Purchase Order. No deposits, prepayments or restocking fees will be authorized.

5.2 Unless otherwise specified in the Purchase Order, the PO Price will be exclusive of any applicable sales or use tax, but inclusive of all other charges. Aon is not a reseller, applicable taxes must be charged on all invoices. Aon will not be responsible for taxes based on Supplier's net income or related to Supplier's personnel. Aon will only reimburse Supplier for reasonable expenses agreed to by Aon in advance.

5.3 As soon as reasonably practicable after the supply of the Goods and/or Services, and in any event within forty five (45) days, Supplier will submit an invoice to the "Invoice To" address for Goods and/or Services provided under the Purchase Order. All invoices must contain a description of the Goods and/or Services, the PO Price; a delineation of any applicable expenses and/or taxes; and the Purchase Order number. Aon will be entitled to withhold payment of any invoice which does not contain the Purchase Order number; is not mailed to the "Invoice To" address, and/or is for Goods and/or Services that do not meet the requirements of the Purchase Order.

5.4 Aon will pay undisputed invoices thirty (45) days after Invoice Date. Interest charges and late payment penalties will not be accepted.

#### 6. CONFIDENTIALITY

6.1 Supplier will hold in strict confidence and not disclose any non-public information or materials relating to Aon, Aon's business, current or prospective Aon's clients, employees of Aon or Aon's clients, and/or participants in Aon and/or Aon's clients benefit plans which may be provided to Supplier orally or in writing ("Confidential Information"). Supplier will ensure all Confidential Information will be kept confidential using the same degree of care used by Supplier for Supplier's own confidential information and such Confidential Information will be used only for the provisions of Goods and/or Services under the Purchase Order. Supplier will notify Aon immediately in the event that Supplier learns of any unauthorized access to any such Confidential Information.

6.2 Supplier will restrict disclosure of such Confidential Information to Supplier Resources who have a need to know the same for the purpose of discharging Supplier's obligations to Aon under the Purchase Order. All such Supplier Resources must agree to obligations of confidentiality substantially similar to those herein.

6.3 Supplier will return or destroy any Confidential Information on the request of Aon.

#### 7. DATA PROTECTION

7.1 In this Section, the terms Controller, Processor, Data Subject, Personal Data and Process/Processing have the same meaning as described in the DP Laws.

7.2 Aon hereby appoints the Supplier as Processor in relation to the Processing of Personal Data and the parties agree to act in accordance with their respective obligations under these terms and conditions.

7.3 In the course of providing the Services and/or the Goods to Aon under these terms and conditions, the Supplier warrants that it shall observe all its obligations under the DP Laws which arise in connection with the provision of the Services and/or the Goods.

7.4 All Personal Data which is processed for the purposes of these terms and conditions shall at all times be and remain the property of Aon.

7.5 Where the Supplier Processes Personal Data for Aon as a Processor, it shall:

(a) Process the Personal Data solely on the documented instructions of Aon, for the purposes of providing the Services and/or the Goods (unless required by law to act without such instructions, in which case Supplier shall, except where prohibited by law from doing so, inform Aon of that legal requirement before Processing);

(b) Process only the types of Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services and/or the Goods, as described in Appendix 1 to these terms and conditions sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of data subject as required by Article 28(3) of the GDPR or equivalent provisions of any DP Laws;

(c) take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;

(d) take reasonable steps to ensure the reliability of any staff who may have access to the Personal Data, and their treatment of the Personal Data as confidential;

(e) not transfer the Personal Data to any country outside the European Economic Area (EEA) without the prior written consent of Aon;

(f) not permit any third party to Process the Personal Data without the prior written consent of Aon, such consent to be subject to the Supplier meeting the conditions set out in Article 28 (2) and (4) of the GDPR;

(g) notify Aon promptly and in any event within 5 days of receipt of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) relating to either party's obligations under the DP Laws in respect of the Personal Data;

(h) notify Aon without undue delay and in any event within 24 hours upon becoming aware of or reasonably suspecting any Personal Data Breach, such notice to include all information reasonably required by Aon to comply with its obligations under the DP Laws;

(i) upon request, provide Aon with reasonable assistance in carrying out data protection impact assessments;

(j) permit Aon, on reasonable prior notice, to inspect and audit the facilities and systems used by the Supplier to Process the Personal Data, the technical and organisational measures used by the Supplier to ensure the security of the Personal Data and any and all records maintained by the Supplier relating to that Processing;

(k) provide any assistance reasonably requested by Aon in relation (i) any communication received under Section 7.5 (g) as well as any similar communication received by Aon directly; and (ii) any Personal Data Breach, including by taking any appropriate technical and organisational measures reasonably requested by Aon; and

(l) cease Processing the Personal Data immediately upon the termination or expiry of the terms and conditions and at Aon's option either return, or securely delete the Personal Data.

7.6 Any breach of this Section shall constitute a material breach of the terms and conditions.

7.7 Notwithstanding anything to the contrary in these terms and conditions, Supplier's liability to Aon and to each Aon affiliate for any breach of this Section shall be unlimited.

7.8 Compliance by the Supplier with the provisions of this Section will be at no additional cost to Aon.

## 8. INDEMNITY

8.1 Supplier will indemnify, defend and hold Aon harmless against all claims, liability, loss, damage, injury, cost or expense, including legal and other professional fees and expenses ("Claims") awarded against or incurred by Aon, Aon's employees, any Aon client or any other third party, to the extent that such Claim is caused by, relates to or results from: (a) defective workmanship, quality or materials; (b) an infringement or alleged infringement of any intellectual property rights; (c) any injury to persons, including death, or damage to tangible, personal or real property due to Supplier and/or any Supplier Resources while at any Aon location, (d) a breach of the obligations for confidentiality as specified in Section 6 herein; (e) a breach of the obligations for data protection as specified in Section 7 herein; (e) negligent acts or omissions or willful misconduct of Supplier or Supplier Resources; or (f) any failure to perform or delay in performance by Supplier or Supplier Resources.

8.2 Except with respect to Claims for gross negligence or willful misconduct, neither Party will be liable to the other Party for consequential, special or incidental damages related to the provision of Goods and/or Services under the Purchase Order.

## 9. TERMINATION

9.1 Aon will have the right, at any time and for any reason, to terminate the Purchase Order in whole or in part with written notice to Supplier. Aon will pay Supplier for Goods and/or Services supplied to the date of termination, unless the termination is due to non-delivery or non-performance by the Supplier or Supplier Resources.

9.2 Either Party may terminate the Purchase Order with notice to the other Party if:

(a) the other Party commits a material breach of the Purchase Order which is incapable of remedy, or (if such breach is capable of being remedied) fails to remedy such breach within ten (10) days of receipt of written notice from the Party not in default; (b) becomes the subject of a bankruptcy or reorganization proceeding and such proceeding, if involuntary is not dismissed within sixty (60) days; (c) becomes insolvent; (d) ceases doing business as a going concern; or (e) assigns its rights and obligations without the other Party's written consent.

9.3 Termination of the Purchase Order, however arising, will be without prejudice to the rights and duties of the Parties accrued prior to termination. Obligations of a continuing nature will survive expiry or termination of the Purchase Order.

## 10. GENERAL

10.1 Notices: All notice or other communications in connection with the Purchase Order will be sent to the Party's address specified in the Purchase Order and will be deemed to be given on the day it is received if sent by facsimile or hand delivered, in one (1) business day if sent by overnight delivery service, or within two (2) days if sent by regular mail.

10.2 Supplier Assignment/Sub-contracting: Supplier will not assign or subcontract any of its obligations under the Purchase Order without Aon's prior written consent. No permitted subcontracting will in any way relieve Supplier of Supplier's obligations under the Purchase Order. Supplier will be liable for the acts or omissions resulting from any permitted assignment or subcontracting, as if they were Supplier's own acts or omissions.

10.3 Aon Assignment: Aon will be entitled to assign the Purchase Order to any entity controlling, controlled by or under common control with Aon.

10.4 Ownership: Supplier will not acquire any proprietary rights or ownership in any materials provided by Aon for the provision of Goods and/or Services under the Purchase Order. The intellectual property rights (including copyright) for deliverable provided to Aon under the Purchase Order are hereby assigned to Aon. Supplier warrants that none of the deliverables in connection with the provision of Services will infringe any patent, trade mark, copyright or any other intellectual property right of any third party. Supplier will indemnify Aon against all Losses which Aon may incur as a result of or in connection with any breach this Section 10.4 by Supplier or any Supplier Resource.

10.5 License: Supplier hereby grants Aon a worldwide, perpetual, non-exclusive, royalty-free license to use any intellectual property rights embedded in any Supplier work product related to the deliverables, provided that such intellectual property rights are required for Supplier's contractual use of the Goods or Services.

10.6 Use of Aon Intellectual Property: Supplier will not use Aon's name, logo, trademarks or other intellectual property in connection with any marketing, publicity, advertising, or promotional materials or activities without the prior written consent of Aon.

Mitigation: Supplier shall inform Aon immediately if there is a risk that Supplier cannot fulfill its obligations and shall take all reasonable actions to fulfill such obligations.

10.7 Financial Responsibility: To the extent Supplier is a privately-held company or subsequently becomes a privately-held company, Supplier, on an annual basis, shall provide Aon, no later than three (3) months following its fiscal year-end or as soon thereafter as reasonably practicable, its audited financial statements as prepared by or for Supplier in the ordinary course of its business. Supplier shall deliver such financial information to Aon via email (subject line of email must include Supplier's name) at "Supplier.Financial.Statement.Database@hewitt.com." Financial information provided hereunder shall be used by Aon solely for the purpose of determining Supplier's ability to perform its obligations under this Agreement. Any such financial information provided by Supplier to Aon under this Section shall be deemed Confidential Information of Supplier.

10.8 Severance and Waiver: If any part of these terms and conditions are held to be unenforceable, the validity of the remaining terms and conditions will not be affected. No delay or omission by either Party to exercise any rights or remedies under these terms and conditions will be deemed to be a waiver thereof. Waiver of any right under these terms and conditions will not be deemed to be a waiver of any other rights contained in these terms and conditions.

10.9 Insurance: In the event Supplier will be onsite at any Aon location for the provision of Goods and/or Services, Supplier must have insurance as specified in the attached insurance requirements and must provide Aon with a current Certificate of Insurance prior to entering any Aon location.

10.10 Jurisdiction & Governing Law: The Purchase Order will be governed by and construed in accordance with the laws of the Netherlands without regard to conflict of law principles.

10.11 Dispute Resolution: Any dispute arising between Aon and Supplier out of or relating to this Agreement shall promptly and in good faith be negotiated with a view to its amicable resolution. In the event Aon and Supplier are unable to resolve a dispute, controversy or claim, then a Party may initiate litigation at the court of Rotterdam, the Netherlands.

#### APPENDIX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Appendix 1 includes certain details of the processing of Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the processing of Personal Data

The subject matter and duration of the processing of the Personal Data are set out in the terms and conditions.

The nature and purpose of the processing of Personal Data

The Supplier shall process the Personal Data for the purpose of complying with its obligations under these terms and conditions and the terms and conditions, including in relation to the provision by the Supplier of any Services and/or Goods contracted for under the terms and conditions.

The types of Personal Data to be processed

In each case strictly to the extent relevant to and in accordance with the obligations of Supplier under these terms and conditions:

- Employee Data: which may include name, title, gender, job title, date of birth, personal contact details (address, telephone number, email address), work contact details (telephone number, email address), employee number, voice recordings (including of telephone calls), photograph, personal data contained in meeting, telephone or attendance notes, performance ratings / reports, [bank details,] [national ID number,] [tax code,] [right to work or passport data,] [next of kin / emergency contact name and contact details,] [background checks]

- Aon Client Relationship Management / Marketing Data: name, title, gender, work address, work email, work telephone numbers, job title, [interests / marketing list assignments,] [record of permissions or marketing objections,] [website data (including IP address, geo-location markers and browser generated information)]

- Aon Client Services Data: personal data received from or on behalf of Aon's clients in the context of providing its services to those clients, and as further particularised in Aon's separate written agreements with those clients.

The categories of data subject to whom the Personal Data relates

In each case strictly to the extent relevant to and in accordance with the obligations of Supplier under these terms and conditions:

- Current, former or prospective employees or workers of Aon and each relevant Aon Affiliate.

- Current and former clients (including individual contact persons at current and former clients) and prospective clients (including individual contact persons at current and former prospective clients) or Aon and each relevant Aon Affiliate.

- Employees, pension scheme members; insureds; claimants, relating to Aon's and each relevant Aon Affiliate's current and former clients.

The obligations and rights of Supplier

The obligations and rights of the Supplier are set out in the terms and conditions.