

Terms and Conditions

1. DEFINITIONS

1.1 "Aon" means the Aon Limited entity or affiliate specified in the Purchase Order.

1.2 "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.

1.3 "Goods" means any goods as specified in the Purchase Order (including any part or parts of them).

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 "Parties" means Aon and Supplier.

1.6 "Price" means the price of the Goods or Services stipulated in the Purchase Order.

1.7 "Purchase Order" means the order forming part of these terms and conditions.

1.8 "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.

1.9 "Services" means the services as specified in the Purchase Order (including any part or parts of them).

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

1.11 "Supplier Resources" means Suppliers employees and any subcontractors or agents of Supplier approved in advance by Aon.

2. APPLICATION OF TERMS

Unless the provisions of clause 2.2 apply, these terms and conditions, together with the provisions in the Purchase Order (together the _Contract_), constitute the entire agreement between the Parties for the supply of the Goods or Services specified. The Contract may not be varied or amended unless the variation or amendment is in writing and signed by duly authorized representatives of both Parties.

2.1 These terms and conditions are the only conditions upon which Aon is prepared to deal with Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions, except any agreement specifically referenced in the Contract. The Contract constitutes the entire agreement between the Parties and replaces all previous negotiations, understandings and representations whether oral or in writing.

2.2 To the extent that there is an existing contract (_Existing Contract_) between Supplier and Aon for the Goods or Services which are the subject of a Purchase Order, the Existing Contract shall prevail over these terms and conditions and the Purchase Order shall be subject to the provisions of the Existing Contract.

2.3 No terms or conditions endorsed upon, delivered with or contained in Supplier's quotation, acknowledgement or acceptance of the Purchase Order shall form part of the Contract and Supplier waives any right which it otherwise might have to rely on such terms and conditions.

3. PROVISION OF GOODS

3.1 Goods to be provided under the Purchase Order shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Purchase Order. Aon's rights under these terms and conditions are in addition to the statutory conditions implied in favour of Aon by the Sale of Goods Act 1979.

3.2 Goods shall be delivered, carriage paid, to Aon's place of business specified in the Purchase Order. Supplier shall off-load the Goods at its own risk as directed by Aon. The date for delivery shall be specified in the Purchase Order. Time for delivery shall be of the essence. Unless otherwise stipulated by Aon in the Purchase Order, deliveries shall only be accepted by Aon in normal business hours. Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Purchase Order number, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

3.3 If the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, Aon reserves the right to: (a) cancel the Contract in whole or in part; (b) refuse to accept any subsequent delivery of the Goods which Supplier attempts to make; (c) recover from Supplier any expenditure reasonably incurred by Aon in obtaining the Goods in substitution from another supplier; and (d) claim 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 instalments, failure by Supplier to deliver any one instalment shall entitle Aon, at its option, to treat the whole Contract as repudiated. Aon shall not be deemed to have accepted any Goods until it has had 28 days to inspect them following delivery. Aon shall also have the right to reject the Goods as though they had not been accepted for 28 days after any latent defect in the Goods has become apparent.

3.5 The Goods shall remain at the risk of Supplier until delivery to Aon is complete (including off-loading and stacking) when ownership of the Goods shall pass to Aon.

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 Contract, Aon shall be entitled to avail itself of any one or more of the following remedies at its discretion:

(a) rescind the Purchase Order; (b) to reject the Goods (in whole or in part) and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by Supplier; (c) at Aon's option to give Supplier the opportunity at 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 Contract are fulfilled; (d) to refuse to accept any further deliveries of the Goods but without any liability to Supplier; (e) to carry out at Supplier's expense any work necessary to make the Goods comply with the Purchase Order; and (f) to claim such damages as may have been sustained in consequence of Supplier's breach or breaches of the Contract.

4. PROVISION OF SERVICES

4.1 Supplier shall provide the Services set out in the Purchase Order. Supplier shall perform the Services using reasonable skill and care and in accordance with any timeframe and service levels set out in the Contract. Services will be performed only by Supplier Resources who have appropriate skills, qualifications and experience. Supplier Resources shall comply with (a) all applicable laws relating to the Services (including any health and safety regulations) and (b) all rules or regulations stipulated by Aon in relation to its premises. Unless otherwise agreed in writing, Supplier shall provide (at its own cost) all plant, equipment and materials necessary for the performance of the Services. Supplier shall pay the costs of making good any damage to Aon's premises (or fixtures, fittings or equipment at such premises) which is caused by Supplier Resources.

4.2 Aon may, at any time, reject any Services or anything delivered as part of the Services which, in Aon's reasonable opinion, do not comply with the Purchase Order. Following receipt of a notice of rejection, Supplier will have 5 working days to remedy the faults which caused the rejection at Supplier's own cost.

4.3 Without prejudice to any other rights or remedies Aon may have, if Supplier fails to remedy the faults, Aon shall be entitled to terminate the Contract immediately with written notice to Supplier.

Acceptance of Services will not be deemed a waiver of any rights or claims by Aon in respect of any act or omission of Supplier.

5. PRICE & PAYMENT TERMS

5.1 In consideration of the supply of the Goods or Services by Supplier hereunder, Aon shall pay Supplier the price stipulated in the Purchase Order ("Price"). Unless otherwise agreed in writing, the Price shall be exclusive of value added tax but inclusive of all other charges. Value added tax shall be shown as a separate item on Supplier's invoice. Aon will only reimburse Supplier for reasonable expenses agreed to by Aon in advance.

5.2 As soon as reasonably practicable after supply of the Goods or Services (and in any event within 30 days), Supplier shall submit an invoice to the Aon address for invoices stipulated in the Purchase Order. All invoices must contain a description of the Goods or Services, the Price (including any expenses if applicable), and the Purchase Order number. Aon shall be entitled to withhold payment of any invoices which do not contain the Purchase Order number; and/or are not mailed to the appropriate Aon address for invoices and/or do not meet any other requirements of the Contract. Aon reserves the right to set off any amount owing at any time from Supplier to Aon against any amount payable by Aon to Supplier under the Contract.

5.3 Aon shall pay undisputed invoices within 45 days of receipt, but time for payment shall not be of the essence. Any interest charges levied by Supplier for late payment of any invoice shall not exceed the rate of 3% per annum above Barclays Bank plc base rate from time to time. Interest charges shall not be levied in respect of any invoice that is disputed by Aon in whole or in part, unless such interest is subsequently agreed or held to be payable by Aon.

6. CONFIDENTIALITY

6.1 Save as required by law or regulation, Supplier shall keep in strict confidence and not disclose any non-public information or materials relating to Aon, its business, or clients which may be provided to Supplier orally or in writing ("Confidential Information"). Supplier shall 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 and are subject to like obligations of confidentiality. Supplier shall ensure such Confidential Information will be used only for the provisions of Goods or Services under the Purchase Order.

Supplier shall notify Aon immediately in the event that Supplier learns of any unauthorized access to such Confidential Information. 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 shall indemnify Aon against all direct, indirect or consequential liabilities (including legal and other professional fees and expenses) awarded against or incurred by Aon as a result of or in connection with: (a) defective workmanship, quality or materials; (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods and/or Services; ; (c) a breach of the obligations for data protection as specified in Section 7 herein ;and (d) any claim made against Aon in respect of any liability, loss, damage, injury, cost or expense sustained by Aon's employees or by any Aon client or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by Supplier or Supplier Resources.

9. TERMINATION

9.1 Aon shall have the right at any time, and for any reason, to terminate the Contract in whole or in part with written notice to Supplier. Aon shall pay to Supplier fair and reasonable compensation for Goods and/or Services supplied to the date of termination, excluding any loss of profits or consequential loss.

9.2 Either Party may terminate the Contract with immediate effect on notice to the other Party if:

(a) the other Party commits a material breach of the Contract which is incapable of remedy, or (if such breach is capable of being remedied) fails to remedy such breach within 30 days of receipt of a written request to do so from the Party not in default; or (b) the other Party is declared insolvent or bankrupt, or a petition is presented for its winding up or bankruptcy, or Supplier makes a composition or arrangements with its creditors, or an administrator, administrative receiver or manager is appointed to manage Supplier's affairs.

9.3 Termination of the Contract, howsoever arising, shall be without prejudice to the rights and duties of the Parties accrued prior to termination. Obligations of a continuing nature shall survive expiry or termination of the Contract.

10. GENERAL

10.1 Notices: All notice or other communications in connection with the Contract shall be sent to the Party's address specified in the Purchase Order and shall be deemed to be given on the day it is received if sent by facsimile or hand delivery, or within 48 hours if sent by post.

10.2 Assignment/Sub-contracting: Supplier shall not assign or sub-contract any of its obligations under the Contract without Aon's prior written consent. No permitted sub-contracting shall in any way relieve Supplier of its obligations under the Contract. Supplier shall be liable for the acts or omissions of any permitted agent or subcontractor as if they were Supplier's own acts or omissions.

Aon shall be entitled to assign the Contract to any entity controlling, controlled by or under common control with Aon.

10.3 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 shall be deemed to be a waiver thereof. Waiver of any right under these terms and conditions shall not be deemed to be a waiver of any other rights contained in these terms and conditions.

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 Contract. The intellectual property rights (including copyright) for anything provided to Aon under the Contract are hereby assigned to Aon. Save where Supplier uses documentation and materials supplied by Aon, Supplier warrants that none of the documentation and materials used or created in connection with the Services shall infringe any patent, trade mark, registered design, or copyright of any party. Supplier shall indemnify Aon against all actions, demands, charges, expenses and costs (including legal costs) which Aon may incur as a result of or in connection with any breach of clause 10.4 by Supplier.

10.5 Jurisdiction & Governing Law: The Contract shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising out of or in connection with the Contract.

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.