

**LEGAL AND 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 Attachment, 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 Attachment (if applicable) and these terms and conditions;

**"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 the 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 the Supplier prior to and 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 416 of the Income and Corporation Taxes Act 1988) is transferred;

**"Commencement Date"** has the meaning given to that term in Clause 13.1;

**"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;

**"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;

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

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

**"Purchase Order Attachment"** means a document bearing that name 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;

"**Schedule**" means the Schedule to this Agreement;

"**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;

"**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as they may be amended from time to time;

"**WEEE Directive**" means the European Directive on Waste Electrical and Electronic Equipment 2012/19/EU; 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. **SERVICES AND DELIVERABLES**

### 2.1 The Supplier shall, from the Commencement Date and for the duration of this Agreement:

2.1.1 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

2.1.2 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.

### 2.2 The Supplier shall comply with the Schedule.

## 3. **SUPPLY OF GOODS**

### 3.1 Where the Purchase Order Attachment confirms that this Agreement includes the supply of Goods, the Supplier shall supply those Goods in accordance with this Clause 3.

### 3.2 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, the Supplier may issue its invoice for the Goods concerned to Legal & General in accordance with Clause 5.

- 3.3 If installation and operation of the Goods is conditional on preparatory work being carried out at any relevant Legal & General premises, the 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.
- 3.4 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods. The 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 the Supplier or any third party prior to despatch, and the 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 the Supplier within seven (7) days of inspection or testing, the 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.
- 3.5 The Supplier warrants and represents that:
- 3.5.1 at the point that the Supplier delivers the Goods, the 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;
  - 3.5.2 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 the Agreement or are otherwise agreed in writing between the Supplier and Legal & General;
  - 3.5.3 the Supplier shall obtain and transfer for Legal & General's benefit, all unexpired manufacturer warranties relating to the Goods;
  - 3.5.4 all Goods supplied to Legal & General shall comply with all relevant legislation and industry regulations; and
  - 3.5.5 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
  - 3.5.6 it has all necessary licences or consents required to supply the Goods and has paid any royalties due to third parties where required.
- 3.6 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 the Supplier is in breach of any of the warranties or representations detailed in Clause 3.4, Legal & General shall be entitled to:
- 3.6.1 reject the Goods (in whole or in part), whereupon the 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
  - 3.6.2 require the Supplier to replace the Goods concerned within 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 the 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.

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

#### **4. SERVICE PERSONNEL, ACCESS AND SECURITY**

4.1 The 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.

4.2 The 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.

#### **5. CHARGES**

5.1 In consideration of the 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 Attachment, shall be deemed to be inclusive of all costs, fees and expenses associated with the provision of the Services, Deliverables and Goods. The Supplier shall not increase the Charges without the prior written consent of Legal & General.

5.2 The Supplier shall submit invoices in accordance with the invoicing arrangements detailed in the Purchase Order Attachment. In order to facilitate payment, the Supplier's invoice shall provide details of its bank account details along with wire transfer instructions. Correctly submitted 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 the Supplier.

5.3 The 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 the 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 5 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.

#### **6. INTELLECTUAL PROPERTY**

6.1 Save as provided in Clause 6.2, 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. The Supplier shall not be entitled to use the whole or any part of the Deliverables except as permitted by this Agreement.

6.2 All right, title and interest (including all Intellectual Property) in the Background Elements shall be the exclusive property of the Supplier. The 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.

6.3 The 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 6.1.

6.4 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. The Supplier shall acquire no right, title or interest in or to the same. Legal & General hereby grants a licence to the Supplier to use such Legal & General property solely for the purpose of providing the Services.

## 7. **WARRANTIES**

7.1 The Supplier warrants and represents that and it shall be a condition of this Agreement that:

7.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement;

7.1.2 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; and

7.1.3 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.

7.2 The 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, data related coding 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.

7.3 Breach of any of the warranties set out in Clauses 7.1 or 7.2 shall entitle Legal & General to terminate this Agreement immediately upon written notice.

## 8. **LIABILITY**

8.1 Subject to Clauses 8.2, 8.3 and 9 neither party's total aggregate liability 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 exceed:

8.1.1 in the case of Legal & General, the total of all Charges paid or payable under this Agreement; and

8.1.2 in the case of the Supplier, three (3) times the total of all Charges paid or payable under this Agreement.

8.2 Subject to Clauses 8.3 and 9, neither party shall be liable to the other for any indirect, consequential or special loss or damage.

8.3 Nothing in this Agreement shall limit or exclude: (i) the Supplier's liability for wilful default; or (ii) the Supplier's liability under Clause 9, Clause 15 or the Schedule; or (iii) either party's liability for:

8.3.1 death or personal injury resulting from negligence;

8.3.2 fraud or fraudulent misrepresentation; or

8.3.3 any other liability the exclusion or limitation of which is not permitted by Applicable Law.

8.4 The Supplier shall at its own expense effect and maintain professional indemnity insurance in the amount of at least five million pounds sterling (£5,000,000) in respect of the Supplier's liabilities under or in connection with this Agreement and in the amount of five million pounds sterling (£5,000,000) in respect of public liability, in each case with an insurance office of repute. The 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 the Supplier fail to comply with any of the foregoing provisions then Legal & General may take out insurance against any risk which is uninsured by the Supplier at the Supplier's cost.

## 9. **INDEMNITY**

- 9.1 The 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 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:
- 9.1.1 any breach by the Supplier of Clause 10 (Confidentiality), Clause 12 (Data Protection), and/or Clause 3.7 (WEEE Directive);
  - 9.1.2 any claim that receipt of the Services and/or ownership and/or use of the Deliverables or Goods infringes the Intellectual Property rights of any third party (a "**Claim**"); and
  - 9.1.3 any fines imposed by a Regulator on any member of the Legal & General Group arising in connection with receipt or use of the Services and/or the Deliverables.
- 9.2 In relation to any Claim, Legal & General shall:
- 9.2.1 give the Supplier written notice of any Claim;
  - 9.2.2 (subject to Clause 9.3) allow the 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
  - 9.2.3 at the Supplier's expense, give the Supplier such assistance as the Supplier may reasonably require in the negotiation, defence, settlement or compromise of the Claim.
- 9.3 The 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).
- 9.4 The 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.
- 9.5 The exclusions and limitations of liability in Clause 8 shall not apply to the indemnities in this Clause 9.

## 10. **CONFIDENTIALITY**

- 10.1 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.
- 10.2 The provisions of this Clause 10 shall not apply to any Confidential Information that the receiving party can show:
- 10.2.1 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;
  - 10.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect thereto;
  - 10.2.3 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);
  - 10.2.4 is approved for disclosure in writing; or
  - 10.2.5 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 10.2.3) 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.

- 10.3 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.
- 10.4 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.
- 10.5 The Supplier acknowledges that due to the confidential nature of the Confidential Information damages may not be an adequate remedy for breach of this Clause 10 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.

## 11. **PUBLICITY**

- 11.1 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.
- 11.2 The 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 11 by, all its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants.

## 12. **DATA PROTECTION**

- 12.1 In the event that the provision of the Services will require the Supplier to Process Personal Data on behalf of Legal & General, the Supplier will do so as Legal & General's Processor and only in accordance with this Agreement.
- 12.2 Without prejudice to the generality of the obligation set out in Clause 12.1, the Supplier warrants and acknowledges that it is a condition of this Agreement that it will:
- 12.2.1 take appropriate technical and organisational measures to protect any such Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction of or damage to such Personal Data in accordance with the Security Requirements;
- 12.2.2 without prejudice to the generality of Clause 12.2.1, it will not appoint any sub-contractors without Legal & General's prior written consent and will ensure that the contractual arrangements with its sub-contractors impose obligations on the sub-contractors equivalent to those set out in this Clause 12.2;
- 12.2.3 notify Legal & General promptly of any proposed changes to the technical and organisational measures referred to in sub-Clause 12.2.1, unless such changes are minor or inconsequential;
- 12.2.4 on reasonable notice allow Legal & General to take all reasonable steps to ensure compliance with the foregoing obligations including, without limitation, to conduct its own audit of any Processing of any Personal Data and documented security procedures of the Supplier, its agents or permitted sub-contractors at the appropriate premises (and the Supplier will procure that its employees, agents and sub-contractors will co-operate fully with such an audit). The Supplier will provide Legal & General on request with a copy of an audit carried out by the Supplier or its employees, agents or permitted sub-contractors in respect of the Supplier's documented security procedures;

- 12.2.5 within the timescales required by any Regulator, permit such Regulator to conduct its own audit of the Processing of any such Personal Data and documented security procedures;
  - 12.2.6 not, and will ensure that its agents and sub-contractors will not, transfer Personal Data to any country outside the UK unless it has first obtained the prior written consent of Legal & General and has ensured that such a transfer is compliant with Art 45 of the UK GDPR or contained in Schedule 21, Part 3, Paragraph 5 of the Data Protection Act 2018;
  - 12.2.7 assist Legal & General, within such timescales as may be required by Legal & General with all Data Subject Requests which may be received from the Data Subjects. Should the Supplier receive any such Data Subject Requests, the Supplier will promptly and, in any event, within forty-eight (48) hours, inform Legal & General and forward the request forthwith to Legal & General. The Supplier will not respond to any such Data Subject Requests except on instruction from Legal & General; and
  - 12.2.8 only Process such data to the extent absolutely necessary to provide the Services in accordance with this Agreement and in compliance with the Data Protection Laws.
- 12.3 The provisions of Clauses 12.1 and 12.2 will be without prejudice to any obligations and duties imposed directly on the Supplier under the Data Protection Laws and the Supplier hereby agrees to comply with those obligations and duties.
- 12.4 Any data, including, without limitation, any Personal Data Processed on behalf of Legal & General under this Agreement will remain the property of Legal & General, and, upon expiry or termination (howsoever effected) of this Agreement or upon demand, the Supplier will forthwith and, in any event, within thirty (30) days procure the return of the same and any copies thereof to Legal & General, or, at Legal & General's option, securely and permanently destroy the said Personal Data in accordance with Legal & General's instructions and certify to Legal & General that destruction has been completed.
- 12.5 The Supplier shall immediately and, in any event, within twenty-four (24) hours, notify Legal & General in the event that it:
- 12.5.1 becomes aware of any actual or suspected or "near miss": (i) Personal Data Breach; or (ii) breach of the Security Requirements; or (iii) breach of the Data Protection Laws; or (iv) breach of this Clause 12 (including, in particular, a breach of Clause 12.1, by the Supplier or its agents or sub-contractors;
  - 12.5.2 is required by Applicable Law to act other than in accordance with any of Legal & General's instructions given under Clause 12.1, provided the Supplier is not prohibited from doing so by law; or
  - 12.5.3 considers in its opinion (acting reasonably), that any of Legal & General's instructions under Clause 12.1 infringe any of the Data Protection Laws.
- 12.6 The Supplier shall take all reasonable steps to ensure the reliability and integrity of any Supplier personnel who have access to the Personal Data, and shall ensure that only such Supplier personnel required by it to assist it in meeting its obligations under this Agreement shall have access to such Personal Data.
- 12.7 The Supplier shall ensure that the following conditions be met by such Supplier personnel:
- 12.7.1 each member of the Supplier personnel shall be subject to 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);
  - 12.7.2 each member of Supplier personnel shall have undergone reasonable levels of training in Data Protection Laws and in the care and handling of Personal Data; and
  - 12.7.3 each member of Supplier personnel has entered into appropriate contractually binding confidentiality undertakings.



12.8 For the purposes of this Clause 12, the terms:

12.8.1 "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**" and "**Processing**" shall have the meanings given to that term in the Data Protection Legislation and "**Process**" and "**Processed**" shall be construed accordingly;

12.8.2 "**Data Protection Laws**" means:

- (i) 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
- (ii) any code of practice or guidance published by the ICO or the European Data Protection Board (or any other Regulator with respect to the Processing of Personal Data) from time to time;

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

12.8.4 "**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 repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

12.8.5 "**International Transfer Requirements**" means the requirement to ensure that transfers of Personal Data outside of the EEA have adequate protections in place, as set out in the Data Protection Laws;

12.8.6 "**Security Requirements**" means the requirements regarding the security of the Personal Data, as set out in Section 2 of the UK GDPR; and

12.8.7 "**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).

### 13. **TERM, TERMINATION, POST-TERMINATION AND TUPE**

13.1 This Agreement shall begin on the Commencement Date stated in the Purchase Order Attachment or, in the absence of any such Purchase Order Attachment, on the date of the relevant Purchase Order and shall continue until terminated by Legal & General upon not less than thirty (30) days' written notice.

13.2 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.

13.3 Each party shall be entitled to terminate this Agreement immediately upon notice in writing to the other if the other makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, scheme of arrangement, receivership, administration, liquidation, bankruptcy or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of a distraint, execution, event of insolvency or event of bankruptcy or any similar process or event, whether in the United Kingdom or otherwise.

13.4 Legal & General may terminate this Agreement immediately upon written notice if Supplier is the subject of a Change of Control.

13.5 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.

- 13.6 If this Agreement is terminated for any reason, the 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.
- 13.7 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 shall survive any termination or expiration of this Agreement.
- 13.8 Upon termination of this Agreement for any reason:
- 13.8.1 the 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;
- 13.8.2 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
- 13.8.3 the Supplier shall provide such assistance as Legal & General may reasonably request in order to achieve an orderly cessation of the Services.
- 13.9 The parties do not consider or intend that the contract of employment of any person (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 TUPE and accordingly no person will transfer to Legal & General, the Legal & General Group or to any Successor Provider as a result of the arrangements contemplated by this Agreement.
- 13.10 If the contract of employment of any person (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 TUPE 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:
- 13.10.1 the Affected Employer or the 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;
- 13.10.2 the Affected Employer may terminate the employment of any Affected Employee in writing within twenty (20) business days of becoming aware of such transfer or alleged transfer; and
- 13.10.3 provided the Affected Employer complies with Clause 13.10.1 (where such person remains employed or engaged) and Clause 13.10.2 the 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 TUPE.
- 13.11 Without prejudice to the provisions of Clauses 13.9 and 13.10, within fourteen (14) days of a request from Legal & General to the Supplier, the Supplier shall provide such information in relation to any person providing services under this Agreement or a Project Specification as Legal & General shall reasonably request. The Supplier shall permit Legal & General to disclose the information to Legal & General Group Companies and/or any Successor Provider or any prospective Successor Provider.
- 13.12 The provisions of this Clause 13 will survive the expiry or termination (however effected) of this Agreement.

#### 14. **DISPUTE RESOLUTION**

- 14.1 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.
- 14.2 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 14.1, either party may thereafter commence or continue court proceedings in respect of such unresolved dispute, provided that nothing in this Clause 14 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.

#### 15. **ANTI-BRIBERY AND PUBLIC INTEREST DISCLOSURE**

- 15.1 The Supplier shall:
- 15.1.1 comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
  - 15.1.2 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the relevant policies and this Clause 15, and will enforce them where appropriate; and
  - 15.1.3 ensure that all persons associated with the Supplier (including any sub-contractor) comply with this Clause 15.
- 15.2 The Supplier will fully indemnify and hold Legal & General and the other Authorised Users harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against Legal & General and/or the other Authorised Users as a result of or in connection with:
- 15.2.1 any breach by the Supplier of this Clause 15; and/or
  - 15.2.2 any proceedings under section 7 Bribery Act 2010 being brought against Legal & General or any member of the Legal & General Group as a result of the conduct of the Supplier or any of its officers, employees, agents or sub-contractors, where such proceedings do not result in a conviction against Legal & General.
- 15.3 For the purpose of this Clause 15 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act).
- 15.4 Legal & General is firmly committed to maintaining the highest standards of business ethics, honesty, openness and accountability. Concerns about wrongdoing in the Legal & General workplace or Legal & General's activities (conduct by or on behalf of Legal & General) can be raised via whistleblowing@landg.com or Telephone: 0800 072 5281.
- 15.5 Legal & General shall not be liable for any disclosures made in accordance with its obligations under its whistle blowing procedures from time to time.
- #### 16. **AUDIT RIGHTS AND REGULATORY REQUIREMENTS**
- 16.1 Legal & General shall (using its internal or external auditors) be entitled to audit the Supplier's performance of its obligations under this Agreement at any time upon reasonable notice. The Supplier shall permit and/or shall procure that Legal & General shall be permitted to access such of the 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.

- 16.2 Without prejudice to the foregoing obligations, the Supplier shall:
- 16.2.1 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
  - 16.2.2 allow a Regulator to audit the 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.
- 16.3 In performing its obligations under this Agreement, the Supplier shall ensure that it, its officers, employees and other persons associated with it, complies with the Modern Slavery Act 2015 and shall:
- 16.3.1 notify Legal & General as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement, such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations; and
  - 16.3.2 indemnify Legal & General (and Legal & General's Group) against any losses incurred by, or awarded against, Legal & General (or Legal & General's Group) as a result of any breach by the Supplier of the Modern Slavery Act 2015.
- 16.4 Legal & General may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach or suspected breach of Clause 16.3.
- 16.5 **GENERAL**
- 16.6 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.
- 16.7 No variation of or amendment to this Agreement shall be effective unless made in writing and signed by authorised representatives of the parties.
- 16.8 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.
- 16.9 The relationship of the 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.
- 16.10 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.
- 16.11 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. Any terms and conditions incorporated within any Purchase Order issued in relation to this Agreement will similarly have no legal effect.
- 16.12 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 Attachment.

- 16.13 The 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.
- 16.14 Legal & General shall be entitled to assign or transfer this Agreement in whole or in part to an Authorised User upon written notice to the Supplier (who shall if required enter into a formal novation or assignment).
- 16.15 The 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 16.15 shall not relieve the Supplier of its obligations for the performance of this Agreement.
- 16.16 The 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 16.17, 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.
- 16.17 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 the Supplier directly. However, such third party's consent shall not be required to vary or terminate this Agreement.
- 16.18 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.

## SCHEDULE

### PAYROLL COMPLIANCE

1. For the purposes of this Schedule:

"**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;

"**Key Personnel**" shall have the meaning (if any) expressly given to that term elsewhere in this Agreement;

"**PSC**" means a limited company or partnership which meets the conditions specified in sections 61O 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);

"**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); and

"**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.

#### **Restriction on Off Payroll Resource**

2. The parties acknowledge that it is the policy of Legal & General to only engage Resource where payments in respect of such Resource are fully taxable through PAYE, or where the criteria listed in paragraph 2.2 below are met. Accordingly, the Supplier warrants that with effect from the Commencement Date, Services will only be supplied by Resource:
- 2.1 in relation to which the Supplier is able to comply with paragraph 3 below; or
- 2.2 where the Services which the Resource is involved in providing meet each of the criteria listed in paragraphs 2.2.1 to 2.2.6 (inclusive) below:
- 2.2.1 there are discrete key milestones linked to the Services which are measurable and have repercussions if not met;
- 2.2.2 there is an overall fixed project fee for a fixed project scope or service and if the project scope or service changes, any such change shall be confirmed through a suitable change control process;
- 2.2.3 the Resource concerned is not named in the Work Instruction, nor specifically requested by Legal & General to perform the Services, nor at the relevant time, a director of the Supplier entity (it being agreed that this criterion cannot apply to any expressly defined Key Personnel);
- 2.2.4 the governing contract does not include any provisions which prevent substitution of personnel used to provide the Services, either by the Resource or the Supplier (it being agreed that this criterion cannot apply to any expressly defined Key Personnel);
- 2.2.5 the governing contract does not include any provisions implying that there is mutuality of obligation as between Legal & General and any Resource, nor any suggestion of Legal & General having day to day control over work carried out by Resource; and
- 2.2.6 the Supplier is responsible for provision of all equipment required in order to perform the Services, other than any laptop computer where this is used ad hoc in addition to the Supplier's own equipment as it is essential for security purposes.



3. The Supplier shall procure that any payment made to or in respect of Resource (other than Resource which complies with paragraph 2.2 above) is fully taxable (and subjected to tax and National Insurance deductions under PAYE): (i) as earnings from the Resource's employment with the Supplier or a subcontractor previously approved in writing by Legal & General; or (ii) 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 (iii) under Part 2, Chapter 7 of ITEPA (workers individually engaged by agency). This shall apply whether the payment is made by the Supplier, by a Supplier subcontractor or by an Intermediary.

#### **Assurance and Governance**

4. The Supplier shall allow Legal & General and/or its agents to access and inspect the Supplier's records as necessary to demonstrate the Supplier's compliance with the obligations imposed under this Schedule. 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 this Agreement. In the absence of any such express rights of audit, Legal & General shall be entitled to carry out any such inspection:
  - 4.1 during normal business hours and subject to a minimum of seven (7) days' notice; and
  - 4.2 not more often than two (2) times in any rolling twelve (12) month period.
5. The Supplier shall, and shall procure that any other Intermediary which makes payments to or in respect of Resource shall:
  - 5.1 provide such details as Legal & General may reasonably require from time to time for the purposes of assuring itself that the Supplier is complying with its obligations under this Schedule (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
  - 5.2 provide all reasonable cooperation to Legal & General in answering any questions that it may raise regarding information obtained pursuant to this paragraph 5 or paragraph 4 above.

#### **Indemnification**

6. The Supplier shall indemnify Legal & General and keep Legal & General indemnified in full against any and all liability arising on or after 6 April 2021 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.
7. The financial limits imposed on the Supplier's liability under the terms of this Agreement shall not apply to the indemnity given by the Supplier under paragraph 6 of this Schedule.
8. In the event of any conflict, inconsistency or ambiguity between this Schedule and any other provision of this Agreement, this Schedule shall prevail.