

## Standard Purchase Order Terms and Conditions

### 1. Definitions and Interpretation.

1.1 In this Agreement, the following defined terms shall have the following meaning:

**Act of Force Majeure** means any of the following circumstances which occur and which are beyond the reasonable control of a party and directly prevent that party from performing its obligation under this Agreement, being war, civil commotion, armed conflict, riot, act of terrorism, fire, flood or other act of God.

**Affiliate** means any Subsidiary Company of esure Group Plc (07064312) or such other parent company that replaces esure Group Plc (07064312) from time to time.

**Agreement** means the contract comprising of an Order Form and these Terms and Conditions, formed according to the procedure set out in Clause 2.

**Fees** means the fees payable by Us for the Services and/or Goods as set out in the Order Form.

**Insolvency Event** means a resolution for winding up or when a court makes an order to that effect (except as part of a bona fide reconstruction, amalgamation or group restructure) or when that Party becomes or is declared insolvent or convenes a meeting of its creditors or makes a proposal or arrangement with its creditors, has appointed over the whole or any part of its business or assets a liquidator, receiver, administrative receiver, manager, trustee or similar officer.

**IPRs** (Intellectual Property Rights) means any patents, trade marks, service marks, rights in semi-conductor chip topographies, design rights, registered designs, applications for any of the foregoing, copyright, database rights, know-how and other similar rights or obligations whether registrable or not in any country and including all future rights arising.

**Legal Obligations** means any present or future statute, regulation or similar document, or any bylaw, order, direction, code of practice or judgment or requirement of a court or other competent authority which relates to or affects the Goods and/or Services, regardless of the party on whom such obligation may be imposed.

**Order Form** means the completed order form that these Terms and Conditions are appended to and issued by Us setting out the details of Our procurement of the Services and/or Goods.

**Personnel** means all personnel involved in performing Your obligations under the Agreement from time to time (including Your employees, staff, temporary staff, other workers, agents, consultants and directors and those of Your Sub-contractors).

**Services and/or Goods** means the services and/or goods to be provided by You under the Agreement.

**Sub-contractors** means a third party with whom You have entered into a sub-contract, directly or indirectly,

and whose services and/or goods are used by You within, or for the purpose, of the Services.

**We, Us** and **Our** means esure Services Limited and/or any of its associated undertakings as set out in the Order Form; and

**You** and **Your** means the supplier set out in the Order Form.

each a Party and together **the Parties**.

1.2 A person includes a natural person, corporate or unincorporated body.

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Any obligation in the Agreement on a Party not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

### 2. Acceptance of Order Form

2.1 This Agreement shall enter into force between Us once We issue to You a completed Order Form.

2.2 Prior to the commencement or delivery of the Services and/or Goods, We shall have the right to terminate the Agreement without liability.

2.3 No variation, amendment of or addition to the Order Form by You shall form part of the Agreement unless expressly accepted by Us in writing.

2.4 These Terms and Conditions shall prevail over any inconsistent terms and conditions either contained, or referred to, in any document supplied by You, or implied by law, trade custom, practice or course of dealing.

2.5 These Terms and Conditions do not apply to any Order Form for which an existing contract or framework has been entered into by the Parties to cover the relevant Services and/or Goods referred to in the Order – such existing contract will continue to apply without amendment by these Terms and Conditions.

### 3. Delivery

The terms of and place for delivery are those specified by Us in writing. Time for delivery of the Services and/or Goods shall be of the essence. You shall immediately notify Us of any information, occurrences or omissions that come to Your attention which may affect or are affecting adversely the delivery of the Services and/or Goods.

### 4. Documentation

You shall provide to Us, at no additional cost, all product information, technical specifications, user manuals, operating manuals, process definitions and procedures, and all other such documentation as is required to be supplied or developed by You in order to provide the Services and/or Goods.

5. **Packing and Shipping, Risk of Loss or Damage**

5.1 Any Goods shall be properly packed for shipment, and shall include a note quoting the purchase order number. You assume full responsibility for packing, crating, freight, marking, transportation, duties, special delivery requirements and insurance and any related costs are considered included in the Fees.

5.2 Risk of loss or damage shall not pass to Us until the Goods have been fully received at the delivery place and accepted by Us.

6. **Inspection and Acceptance**

6.1 You shall afford Us and Our agents every facility for inspection of the Services and/or Goods before, during and after their provision.

6.2 We shall be entitled to reject any Services and/or Goods which do not comply with the standards required or the terms expressed or implied in the Agreement as to quality, condition or description.

6.3 We shall not be deemed to have accepted the Services and/or Goods until We have had a reasonable opportunity to inspect the Services and/or Goods following delivery or, if later, within a reasonable time after any defect (including a latent defect) in the Services and/or Goods has become apparent. If rejected, the Services and/or Goods so rejected will be returned to You at Your expense and risk.

7. **Title**

Property in the Services and/or Goods shall pass to Us with full title guarantee on the earlier of delivery or payment of the Fees, without prejudice to any right of rejection which may accrue to Us under the Agreement.

8. **Intellectual Property**

All IPRs (where specifically produced for Us including, but not limited to, that identified in the Order Form) and physical possession of any media upon which the Services and/or Goods are contained shall vest in and be the property of and are hereby assigned to Us. Where the IPRs in any Services and/or Goods have not, for whatever reason, been assigned to Us, You hereby grant to Us and Our Affiliates an irrevocable royalty-free licence to use, copy or modify the Services and/or Goods with a right to sub-license those Services and/or Goods to third parties to the extent reasonably necessary for our use of the Services and/or Goods.

9. **Premises**

9.1 We shall allow Your authorised personnel access to Our premises during normal working hours and upon prior agreement solely for the purpose of providing the Services and/or Goods provided that We may refuse to admit, or may order the removal of, any person who in Our reasonable opinion is not fit to be on Our premises.

9.2 You shall co-operate fully with Us and comply with all of Our rules and regulations when on our premises as notified to You from time to time (including, without limitation, any instructions in respect of health and safety and/or security).

9.3 You shall take reasonable care to ensure that, in the provision of the Services and/or Goods, You do not interfere with Our operations or that of Our employees or any other contractor working on Our premises. You shall be responsible for the health, safety and security of Your employees, agents and Sub-contractors and for the provision of all plant, equipment, tools, materials and other items necessary for the provision of the Services and/or Goods and for their removal from Our

premises. At the end of each visit to Our premises, You shall leave the premises in a safe, clean and tidy condition.

10. **Fees, Invoicing, Payment**

10.1 The Fees for the Services and/or Goods will be charged as set out in the Order Form. The Fees exclude VAT unless otherwise agreed in the Order Form.

10.2 We shall make payment for the Services and/or Goods within thirty (30) days of the date of receipt of the invoice, provided the invoice is correct and complete in all material respects and includes the allocated purchase order number, the invoiced amount is not in dispute and that, where relevant, the invoice constitutes a proper VAT invoice.

10.3 You may charge interest on any undisputed sums under this Clause 10 which remain unpaid sixty (60) days after the due date at the annual rate of two per cent (2%) above the HSBC Bank Plc base rate.

11. **Warranties and Indemnity**

11.1 You warrant that: (a) You have the right to and shall supply all Services and/or Goods free from any charges, liens or other encumbrances; (b) You shall provide the Services with reasonable skill and care and in accordance with good industry practice; (c) all Services and/or Goods shall correspond strictly with the description and/or other specification supplied and with any sample, shall be in every respect fit for the purpose for which We have expressly or by implication made known that We require the same and shall be of satisfactory quality which is also of a standard not less than that of previous supplies (if any) approved by Us; (d) the Services and/or Goods will be free from defects in design, material, workmanship and performance; (e) all Services and/or Goods and Your provision of the Services and/or Goods shall comply with all current and applicable laws and regulations; (f) all Services and/or Goods will be provided by appropriately qualified suitably screened and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable to expect in all the circumstances.

11.2 You shall indemnify, defend and hold Us and Our Affiliates harmless, from and against any and all claims and proceedings and all liability, loss, damages, demands, fees, costs and expenses (including legal expenses) suffered by or incurred by Us and/or Our Affiliates as a result of or in connection with: (i) any claim that the Services and/or Goods infringe, or their importation, use, performance or resale, infringes the IPRs of any other person; (ii) any breach of Clause 13 and (iii) any damage to any of Our real or personal, tangible or intangible, property. If any of the Services and/or Goods is held to be infringing rights identified in subsection (i) above, You shall at Your own cost and upon Our request either: (1) procure the right for Us to continue using it; (2) replace it with a non-infringing equivalent; (3) modify it to make it non-infringing; or (4) if the aforementioned cannot be accomplished, refund to Us all sums paid under the Agreement. For the avoidance of doubt the election of any of these options shall not restrict or limit Us from claiming any other remedies.

11.3 During the term of the Agreement (and, if necessary in respect of professional indemnity insurance, for an appropriate period thereafter), You shall maintain in force, with a reputable insurance company, appropriate insurance to cover the performance of Your obligations under the Agreement as would be maintained by a reasonably prudent person providing services or goods of the same nature as the Services and/or Goods

(including as to amounts of cover) without unusual or onerous conditions or excesses and shall, on Our request, within five (5) business days, produce both the insurance certificate giving details of cover and the receipt for the current year's premium evidencing compliance with this Clause 11.3.

## 12. Remedy

12.1 Neither Party excludes or limits liability to the other Party for fraud or for death or personal injury due to its own negligence or its employees' or agents' negligence whilst acting in the course of their employment or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

12.2 Subject always to the provisions of Clause 12.1 and save in respect of any claim for indemnification under Clause 11.2 each Party's aggregate liability to the other Party in respect of all claims arising out of or in connection with the Agreement whether for breach of contract, negligence, breach of statutory duty (to the extent permitted by law) or otherwise, shall be limited to an amount equal to the value of the Fees payable in respect of the Agreement.

12.3 In the event that You breach Your obligations under the Agreement or breach a provision of applicable law or regulation (a "Default"), without prejudice to any other rights or remedies under these Terms and Conditions or at law, We shall have the right to choose at Our sole discretion any of the following: (a) to insist on specific performance; (b) to reject the Services and/or Goods and require You to redeliver or repair the Services and/or Goods without any additional charge to Us; (c) if the delivery of the Services and/or Goods is delayed or if You fail to remedy the Default within a reasonable time after a request from Us pursuant to subsection (b) above, to reject the Services and/or Goods and itself procure in good faith alternative services in substitution; and/or (d) if the Services and/or Goods do not conform to Our requirements, to keep the Services and/or Goods and recover from You the difference between the value of the Services and/or Goods accepted and the value they would have had if they had conformed to Our requirements.

## 13. Confidentiality

13.1 Each of the Parties shall keep in strict confidence and use for the purpose of the Agreement only all documents, information and materials provided by the other Party (the "Disclosing Party") relating to the Services and/or Goods (including, without limitation, computer programs, data, reports and all technical or commercial know-how, specifications, inventions, processes or initiatives) which are of a confidential nature and have been disclosed to such Party by the Disclosing Party, its affiliates, employees, consultants, agents, suppliers or Sub-contractors, and any other confidential information concerning the Disclosing Party's business, affiliates, its products or its customers which the other Party may obtain.

13.2 Each Party shall restrict disclosure of the other Party's confidential material to such of its affiliates, employees, consultants, agents, suppliers, Sub-contractors or regulators as need to know it for the purpose of providing the Services and/or Goods, and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the Parties in the Agreement.

13.3 All materials and equipment and all other tools, drawings, specifications and data (including personal data) supplied by the Disclosing Party to the other Party

shall, at all times, be and remain the exclusive property of the Disclosing Party, but shall be held in accordance with the instructions (if any) of the Disclosing Party, and in any event shall be held by the other Party in safe custody at its own risk and maintained and kept in good condition by such other Party until returned to the Disclosing Party.

13.4 Our materials, equipment, all other tools, drawings, specifications and data shall not be disposed of or used other than in accordance with Our written instructions or authorisation.

## 14. Force Majeure

14.1 Neither Party shall be liable for any delays or failures attributable to it being affected by an Act of Force Majeure, but the Party so affected shall use best endeavours to resume performance as quickly as possible and shall promptly give the other Party full particulars of the failure or delay and consult with the other Party concerning the failure or delay from time to time as appropriate. Without prejudice to Clause 15 (Termination), We will have no liability to pay any fees to You in respect of any Services or Goods which You did not supply due to Force Majeure.

## 15. Termination

15.1 If You being an individual shall at any time become bankrupt or shall have a receiving order made against You or shall make any composition or arrangement with or for the benefit of Your creditors, or if You being a company are the subject of an Insolvency Event or if We reasonably apprehend any of the foregoing and notify You accordingly, We may set off any payments due hereunder against sums due from You to Us and: (a) cancel the Agreement summarily by notice in writing without compensation to You; or (b) give any such receiver or liquidator or any other person the option of carrying out the Agreement.

15.2 Either Party may terminate the Agreement immediately upon written notice to the other at any time if the other is in material breach of any term of the Agreement and, if capable of remedy, fails to remedy such breach within fifteen (15) days of written notice to remedy the same or if a change in law becomes operative so as to prohibit or render the Agreement illegal.

15.3 We shall be entitled to terminate the Agreement or the provision of any Service and/or Good for convenience, by serving not less than thirty (30) days' written notice at any time.

15.4 We shall be entitled to terminate the Agreement during the continuance of an Act of Force Majeure if such Act of Force Majeure affects all or a substantial part of the provision of the Services and/or Goods and continues for more than twenty (20) business days.

15.5 The exercise of any of the rights granted under this clause 15 shall not prejudice or affect any right of action or remedy which shall accrue thereafter to either Party.

## 16. Announcements

You shall not publicly use Our trade names and trademarks or reveal that You have entered into the Agreement with Us in any advertisement, customer list, publication etc. without Our prior written authorisation.

## 17. Personnel

17.1 You shall be solely responsible for the conduct of Your personnel. You shall make suitable checks of all prospective employees, Sub-contractors and agents (including, subject to any restrictions imposed by applicable law, verifying their identity, address and

qualifications and vetting all Personnel who shall or may be involved in the performance of Your obligations under the Agreement in respect of credit checks and any criminal convictions) prior to providing any Services and/or Goods or carrying out any other obligations arising out of or in connection with the Agreement to assess the adequacy of their knowledge, skills and suitability to provide such Services and/or Goods or to carry out such other obligations. You shall ensure that only personnel who, in Your reasonable opinion, possess appropriate knowledge and skills and are of good character shall provide the Services and/or Goods or carry out any of Your other obligations arising out of or in connection with the Agreement.

17.2 You shall not appoint a Sub-contractor to perform any of the Services without Our prior written consent.. In the event that You are authorised to appoint any Sub-contractor you shall ensure that You enter into a legal binding written contract contain obligations no less onerous than those imposed on You under this Agreement. You shall remain responsible and liable for any work performed by any Sub-contract as part of the Services.

## 18. Compliance

18.1 You shall not engage in, consent to or connive in any activity, practice or conduct in any part of the world which would constitute an offence under the Bribery Act 2010, and You shall put in place, maintain and comply with adequate procedures to prevent any person associated with it (in accordance with section 8 of the Bribery Act 2010) from committing an offence under that Act.

18.2 You shall ensure that, during the term of this Agreement You shall comply with all applicable laws, statutes, regulations and guidance relating to anti-corruption, money laundering and terrorist financing including the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Joint Money Laundering Steering Group Guidance Notes. You will put in place, maintain and enforce adequate policies and procedures to ensure compliance.

18.3 You shall comply with, and at all times maintain and enforce, adequate policies and procedures designed to ensure compliance with the Modern Slavery Act 2015 and any other applicable laws (the "**Modern Slavery Laws**"). On Our request, You shall certify in writing signed by an authorised representative on Your behalf that You remain in compliance with the Modern Slavery Laws.

18.4 You shall adopt and maintain policies and procedures to ensure that neither You nor any of Your officers or employees, directly or indirectly, engage in or conspire to engage in any transaction that violates, or attempts to violate, any of the material provisions set forth in any applicable economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by Her Majesty's Treasury, the European Union, the US Government (including those administered by OFAC), the United Nations or other relevant sanctions authority.

18.5 You warrant compliance with our Supplier Code of Conduct as updated from time to time by Us and available here: <https://www.esuregroup.com/about-us/supplier-code-of-conduct.aspx> ("**Supplier Code of Conduct**").

## 19. Miscellaneous

19.1 You shall not assign, transfer or purport to assign or transfer to any other person any of Your rights or Sub-contract any of its obligations under the Agreement without Our prior written consent.

19.2 The Agreement constitutes the entire agreement and understanding between the Parties and supersedes any previous agreements between the Parties relating to its subject matter. Each of the Parties acknowledges and agrees that in entering into the Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than for breach of contract.

19.3 No waiver by either Party of any breach of the Agreement by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected thereby.

19.5 We reserve the right to request such information from You and audit Your books and related information at any time during the term of the Agreement. You shall fully co-operate with any audit, monitoring exercise or similar activity undertaken by any of Our regulators and shall at all times deal with such regulator in an open and co-operative manner. You will allow access to Your premises for the purpose of obtaining this information on receipt of not less than 48 hours' notice from Us.

19.6 Nothing in the Agreement shall be deemed at law to constitute a partnership relationship between the Parties and neither of them shall have any authority to bind the other.

19.7 You will provide all assistance and information that We reasonably believe is necessary for the purposes of allowing Us to satisfy Our legal and regulatory obligations, including the requirement to treat customers fairly.

19.8 The Agreement (Rights of Third Parties) Act 1999 shall not apply to the Agreement except in respect of Our Affiliates provided that the Agreement can be varied or rescinded without the consent of Our Affiliates.

## 20. Disputes

The Parties shall use their best endeavours to negotiate in good faith and settle amicably within a reasonable period of time any dispute that may arise in connection with the Agreement. Neither Party may initiate any legal action until negotiations have been exhausted, unless such Party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have. The existence of any dispute shall not entitle You to suspend or delay the provision of any part of the Services and/or Goods.

## 21. Applicable Law and Jurisdiction

The construction, validity and performance of the Agreement shall be governed by English law and any claim or dispute (including any non-contractual dispute) arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of and be determined by the courts of England and Wales.