

Allianz US General Terms & Conditions

These are General Terms and Conditions by and between a US Allianz Group Company (further referred to as the "PRINCIPAL") and Agent (further referred to as the "Agent") as each are named in an applicable Purchase Order (further referred to as "PO") or Schedule as defined below.

These General Terms and Conditions are only valid if no other agreement has been executed between the Primary and Agent, with any such executed agreement superseding these General Terms and Conditions.

Both the Principal and Agent acknowledged and agree that the following conditions are valid over the Terms and Conditions of the Agent:

1. Performance of Services & Deliveries of Goods/Services

Agent will perform the services and/or deliver any goods/software listed in a PO. If so required, a separately executed schedule ("Schedule") may be necessary to specify delivery schedule, service descriptions, service level agreements ("SLA's"), fees, or any other mutually agreed upon terms applicable to the services/goods/software. Each such PO/Schedule shall be incorporated herein by reference. If there is a conflict between these General Terms and Conditions and a PO/Schedule, the terms contained in such PO/Schedule shall control as to that PO/Schedule. At the PRINCIPAL's request, Agent will provide PRINCIPAL with information regarding the performance of the services as well as the delivery status of ordered goods, including, but not limited to, progress and other operational reports, and an opportunity to inspect and review work in progress.

Under any/all applicable POs and Schedules, the Agent shall provide the total amount for any/all charges for any services/goods/software ordered by PRINCIPAL. Any amounts charged by Agent in excess of the charges stipulated within an applicable PO/Schedule shall be deemed invalid unless otherwise agreed to between the parties.

2. Software License Grant

For any software delivered to Agent to PRINCIPAL, Agent grants to PRINCIPAL a perpetual, non-exclusive, fully paid-up, irrevocable, transferable, worldwide right and license to (i) install, integrate with other software, access, use, operate, execute, archive, copy, distribute, display, and create derivative works of, modify and enhance (collectively "Use") the software and any applicable documentation, There are no other user, site, equipment or other restrictions on the software except as expressly set forth in in an applicable PO/Schedule. PRINCIPAL may permit divested entities, third party consultants, outsourcers and other service providers to exercise the rights and license granted hereunder, provided that such exercise is solely on behalf, and for the benefit, of PRINCIPAL in accordance with these General Terms and Conditions. PRINCIPAL may make a reasonable number of copies of the software and any applicable documentation for backup, testing, reporting, archival and/or disaster recovery purposes and such copies may be stored on-site or off-site on the premises of third parties. PRINCIPAL may at any time, at no additional charge, transfer the software to and/or concurrently Use the software at, any location (whether within or outside of the United States) other than the location of initial installation.

PRINCIPAL's rights under this Section are, without limiting any other restrictions set forth in these General Terms and Conditions, subject to the following limitations and restrictions:

(a) PRINCIPAL shall not remove or cause to be removed any proprietary notices in the software.

(b) PRINCIPAL agrees not to, under any circumstances, attempt, or knowingly permit or encourage others to attempt to decompile, decipher, disassemble, reverse engineer or otherwise decrypt or discover the source code of all or any part of the software.

(c) Except as specifically licensed to PRINCIPAL under an applicable PO/Schedule, Agent retains all right, title and interest, including all intellectual property rights, in and to the software and any enhancements.

3. Competitive Services

PRINCIPAL may retain other persons or entities to undertake the same or similar services as those performed by Agent and may directly or through a third party develop products or services

that are similar to or competitive with the Services. Agent shall cooperate with all other service providers of PRINCIPAL as requested by PRINCIPAL.

4. Subcontractors and Personnel

Agent may not subcontract any portion of the Services without the PRINCIPAL's written authorization within an applicable PO or Schedule. If PRINCIPAL permits subcontracting, Agent shall remain fully liable for all acts and omissions of such subcontractors to same extent such acts and omissions were performed by Agent's employees, and all subcontractors will abide by the provisions of these General Terms and Conditions as if they were Agent. Unless otherwise specified in an applicable PO/Schedule, all services provided under these General Terms and Conditions, whether performed by Agent or authorized subcontractors, shall be performed in the United States. For avoidance of doubt, any violation of this provision shall be considered a material breach of these General Terms and Conditions.

5. Safety Requirements, Facilities Guidelines and Security Policies

If the Services are to be performed on PRINCIPAL's premises, Agent Personnel shall abide by PRINCIPAL's safety requirements, facilities guidelines, and security policies.

6. Invoices and Payment

All invoices shall be sent to the principal invoice address noted on the applicable PO. The invoices should be clearly marked with the PRINCIPAL PO number, contain the specific services/goods/software provided, any details and other supporting information as PRINCIPAL requests, and must be in accordance with any requirements set forth in Exhibit A, or in an applicable PO/Schedule, as well as all US legal requirements. Any invoice which does not include all required information is not valid. PRINCIPAL will process payment for undisputed portions of an invoice within forty-five (45) days after receipt. PRINCIPAL may withhold payment for disputed portions of an invoice until the dispute is resolved and Agent shall not receive interest. Agent shall continue to perform all of its obligations under an applicable Schedule/PO during any period in which PRINCIPAL withholds any portion of Agent's invoice.

Any additional charges (i.e. delivery charges) that have been added to an applicable PO/Schedule or invoice for any services/goods/software ordered by PRINCIPAL that were not provided under the original agreed quotation are subject to review and may be rejected by PRINCIPAL.

7. Term and Termination

The term under these General Terms and Conditions for any services/goods provided by Agent shall commence upon the delivery of the initial PO/Schedule to the Agent or as otherwise provided within such PO or an applicable Schedule, and, unless sooner terminated as set forth herein, will continue until the services/goods are delivered properly (with reference to section 16 Warranty) and in full as described within such PO or an applicable Schedule. The term under these General Terms and Conditions for any software provided by Agent shall be set forth within a PO or an applicable Schedule.

For services; upon ten (10) calendar days' written notice at any time, PRINCIPAL may terminate Agent's services under these General Terms and Conditions for any reason. Notwithstanding the foregoing, PRINCIPAL may immediately terminate these General Terms and Conditions or any individual PO or Schedule for cause without prior written notice. After termination of these General Terms and Conditions, PRINCIPAL's sole obligation shall be to pay Agent for services/goods/software actually rendered/delivered and accepted under these General Terms and Conditions. The following Sections shall survive the termination of these General Terms and Conditions: 9 (Work Product and Inventions), 10 (Confidential Information), 13 (ICOFR, Audit and Records), 15 (Warranty), 16 (Indemnification; Non-Infringement), 18 (Limitation of Liability), 23 (General), and 24 (Notices).

In case any undue gifts or benefits with regard to the negotiation, conclusion or the performance of this Agreement are made by the Agent in violation of the Anti-Corruption Model Clause (see section 13) as stated in this Agreement below, or if the PRINCIPAL has reasonable cause to believe that such payments or gifts have been or are being made, The PRINCIPAL may terminate this Agreement with immediate effect.

8. Transition Services

In event of expiration or any termination of these General Terms and Conditions for any reason, Agent shall cooperate in the orderly wind-down of any services being terminated and/or transition thereof to PRINCIPAL or to another service provider such that the services continue without interruption or adverse effect or, in the case of termination, PRINCIPAL is able to accomplish the orderly termination of the services. Agent shall, prior to termination and without additional cost to PRINCIPAL, provide PRINCIPAL all originals and copies of any existing deliverables whether or not complete and all portions thereof and return all PRINCIPAL data, PRINCIPAL materials or other materials or products provided by PRINCIPAL to Agent in the format specified by PRINCIPAL. Any termination of these General Terms and Conditions shall automatically terminate any and all POs or Schedules then in effect unless otherwise specified in an applicable PO.

9. Work Product and Inventions

(a) All work product, deliverables, inventions (whether or not patentable), and all other information created by Agent for PRINCIPAL is being created at the direction of PRINCIPAL and shall be deemed "work made for hire" under the U.S. copyright law (the "Work Product"). Work Product is PRINCIPAL's sole property, and title thereto shall at all times be in PRINCIPAL's name. PRINCIPAL shall have the exclusive right to use, execute, sell, assign, reproduce, display, perform, and distribute copies and prepare derivative works of the Work Product, or any part or parts thereof, as it sees fit. Agent hereby grants, assigns, and conveys to PRINCIPAL all right, title, and interest in and to all Work Product, including moral rights. Agent agrees that it will not seek, and that it will require its employees not to seek patent, copyright, trademark, registered design, or other protection for any rights in any Work Product. Agent agrees that it shall do, and that it will require its employees to do, at Agent's expense, all things and execute all documents as PRINCIPAL may reasonably require to vest in PRINCIPAL or its nominees any protection for the Work Product that PRINCIPAL deems appropriate.

(b) Notwithstanding the foregoing, Work Product shall not include Agent's pre-existing (prior to the effective date of these General Terms and Conditions) proprietary information, methodologies, software, materials, concepts, or project tools ("Methodologies") used by Agent to create the Work Product or perform the services. Work Product also shall not include software or other intellectual property rights of a third party that are used to create or are embedded in any Work Product ("Third Party Software"). Agent hereby grants to PRINCIPAL and third parties acting on PRINCIPAL's behalf, a nonexclusive, fully paid, royalty-free, worldwide, perpetual, irrevocable license to make, use, execute, sell, assign, reproduce, display, perform, and distribute copies and prepare derivative works of the Methodology and the Third Party Software and any derivative works thereof and to authorize others to do any or all of the foregoing.

(c) Agent warrants and represents that it has or will secure by the Effective Date, the right to convey the rights and licenses called for in this Section 9. In the event Agent uses any third party to perform any of the services or assist with any aspect of the Work Product contracted for under these General Terms and Conditions, Agent agrees to enter into a written agreement with each such third party to secure for PRINCIPAL the rights and licenses called for in this Section 9.

10. Confidential Information

(a) Each party to this these General Terms and Conditions agrees to protect the confidentiality of any proprietary information provided by the other party (hereinafter "Confidential Information"). PRINCIPAL's Confidential Information includes, but is not limited to, the Work Product, PRINCIPAL data, any PRINCIPAL information that can be considered a trade secret, information regarding the skills, compensation, and personnel information of PRINCIPAL's employees or any other information reasonably expected to constitute confidential information under the circumstances or otherwise designated by PRINCIPAL as confidential. The disclosure of such Confidential Information does not grant any express or implied rights or license to copy, use, disclose, or alter in any way appropriate said Confidential Information unless agreed to in writing by both Parties. Confidential Information shall not include the following: (i) Information which at the time of disclosure or thereafter is or becomes public knowledge through no act or omission of the receiving party; (ii) Information that is lawfully obtained from a third party that has a right to disclose such information, independent of either PRINCIPAL or Agent; or (iii) Information that is

independently developed without use of or access to the other party's Confidential Information.

(b) The receiving party may disclose Confidential Information that is required to be disclosed by law or governmental authority, provided that the receiving party notifies the other party prior to making any disclosure.

(c) Upon termination or expiration of these General Terms and Conditions, both Parties will return, within two (2) weeks, all Confidential Information of the other, including all electronic and hard copies thereof, without notice or request.

(d) Upon PRINCIPAL 's request, but in any event upon termination of these General Terms and Conditions, Agent shall surrender to PRINCIPAL all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials (and all copies of them) relating to or containing Confidential Information. When Agent returns the materials, an officer of Agent shall certify in writing that Agent has returned all materials containing or relating to Confidential Information.

(e) Use by Outsourcing Companies. Subject to PRINCIPAL's continued compliance with these General Terms and Conditions, Agent consents to PRINCIPAL permitting certain outsourcing companies and consultants, that it retains to perform services on its behalf (each, an "Outsourcing Company"), to use, run and access the Agent's product(s), software or services as appropriate, including use on both PRINCIPAL or Outsourcing Company hardware solely for PRINCIPAL 's internal business operations and benefit, and for no other purpose whatsoever and access to the terms of these General Terms and Conditions as necessary for Outsourcing Company to perform their services for PRINCIPAL. Prior to such Outsourcing Company use, PRINCIPAL shall have entered into a written agreement with Outsourcing Company which obligates Outsourcing Company to confidentiality provisions at least as restrictive as those contained in these General Terms and Conditions concerning the protection of the Agent's Confidential Information.

11. Ethical Business and Compliance with Laws

Agent warrants and represents that Agent will not engage in behavior that may create a conflict of interest or the appearance of a conflict of interest with PRINCIPAL including but not limited to providing gifts or benefits to PRINCIPAL employees. In carrying out the services hereunder, Agent shall comply with all federal, state, local, and, if applicable, foreign, laws, rules and regulations, and shall not commit, authorize, or permit any action, which would violate Anti-Bribery or Anti-Corruption Laws, such as the United States Foreign Corrupt Practices Act of 1977, as amended. PRINCIPAL may immediately terminate these General Terms and Conditions and any PO or Schedule for any violation of these laws, rules, and regulations.

If Agent is aware of a real or apparent conflict of interest, has questions concerning the appropriateness of a gift, entertainment, or favor, becomes aware of or suspects corruption, Agent must contact PRINCIPAL 's compliance officer or the PRINCIPAL ethics helpline for guidance on +1.415.899.4014 (US issues only).

12. Anti-Corruption

The Agent assures the PRINCIPAL that during its participation in the process to negotiate and create this Agreement, as well as during and after performance of this Agreement, it will observe the following principles:

The Agent shall not (i) make an offer, payment, promise to pay, or authorize the payment of any money, including kick-backs, or an offer, gift, promise to give, or authorize the giving of anything of value to any government official, or family member, political party, party official or representative of a state-owned enterprise for the purpose of wrongfully influencing the recipient, obtaining or retaining business, or for securing or obtaining any improper business advantage, or (ii) permit or authorize any other action to be taken, including any other action in connection with the conduct of their business and the transactions contemplated under this Agreement, which would cause the Agent, PRINCIPAL or any of the PRINCIPALs Affiliates to be in violation of any applicable anti-bribery laws, including the United States Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, as amended.

The Agent shall disclose to the PRINCIPAL and/or any PRINCIPAL Affiliates all payments it has made, is obligated to make or intends to make to any agents, brokers or other intermediaries in connection with the awarding of this Agreement.

The Agent is required to provide written monthly reports of all work done on behalf of PRINCIPAL or any of the PRINCIPALS Affiliates. This report must include (i) all documentation regarding any and all payments made on behalf of PRINCIPAL to a government official or family member, any official of a political party, party official or representative of a state owned enterprise; and (ii) an accounting of all expenses incurred in performing this Agreement with PRINCIPAL, or any of the PRINCIPALS Affiliate, including all payments it has made, is obligated to make or intends to make to any agents, brokers or other intermediaries in connection with this Agreement or any other agreement in relation thereto.

The Agent must not offer, promise or grant to PRINCIPAL or any of the PRINCIPALS affiliates, any of its employees involved in the awarding or performance of this Agreement, or to a third party any gratuities or services, tangible or intangible, in order to obtain a contract or agreement with PRINCIPAL or any of the PRINCIPALS affiliates, nor place PRINCIPAL or any of the PRINCIPALS affiliates or its employees in a more favorable position, in order to receive, in return, any illegitimate advantages in the awarding of this Agreement or any other contract or agreement with PRINCIPAL or any of the PRINCIPALS affiliates.

If the Agent gains knowledge of any conduct by one of its employees, subcontractors, independent consultants or agents which constitutes bribery or corruption according to this Section, or if the Agent has specific suspicion of such conduct, it shall immediately inform PRINCIPALS or the PRINCIPALS affiliates and/or the representative of this Agreement.”

13. ICOFR, Audit and Records

Agent agrees to perform as necessary at Agent’s expense to ensure PRINCIPAL complies with Internal Controls over Financial Reporting (“ICOFR”) and other legal requirements, including but not limited to providing Type II Service Organization Control Reports (“SOC 1”) as required by PRINCIPAL. PRINCIPAL shall have the right to audit Agent’s processes and records related to any services upon written notice to Agent. Agent will provide full access to Agent’s operations for such audit purposes. Should any such audit indicate deficiencies in any processes or in the services performed by Agent, Agent shall promptly remedy all such deficiencies to PRINCIPAL’s reasonable satisfaction and Agent shall confirm in writing that all such deficiencies have been properly remedied. Should any audit of Agent’s records indicate an overcharge by Agent, Agent shall promptly refund any overcharge to PRINCIPAL upon presentation to Agent of the audit findings. If any audit finds an overcharge of more than 5%, Agent will pay PRINCIPAL’s audit costs. Agent must maintain records relating to these General Terms and Conditions, including the Deliverables and/or services and records supporting any charges under any PO or Schedule for the greater of (i) five (5) years after the final payment is made under the applicable PO/Schedule; or (ii) any period required by law.

14. Financial Condition

Agent must notify PRINCIPAL immediately in the event of any material adverse change in the financial condition of Agent, including, but not limited to, actual, pending or threatened bankruptcy, insolvency, liquidation, receivership, assignment for the benefit of creditors, or any written admission of an inability to pay debts when due. PRINCIPAL may at any time request that Agent provide quarterly or other financial records of Agent, sufficient to satisfy PRINCIPAL that Agent is able to continue to perform the services. Agent shall provide such records within 10 days following PRINCIPAL request. If such records of Agent are not provided within the time period described above, are unsatisfactory to PRINCIPAL, or indicate a material adverse change in the financial condition of Agent as determined by PRINCIPAL at PRINCIPAL’s sole discretion, each such failure shall be a breach of a material obligation and PRINCIPAL may immediately terminate these General Terms and Conditions and any PO/Schedule for cause pursuant to Section 0 hereof.

15. Warranty

Agent warrants and represents that: (a) its employees, partners, PRINCIPALS, directors, agents, representatives and authorized subcontractors are legally able, properly trained and licensed as required to perform the services; (b) Agent has the proper skill and background to perform the services provided and that all services will be performed in a timely, competent and professional manner in accordance with professional industry standards and as set forth in any such PO or Schedule; (c) all goods will be delivered in a timely manner and any damaged and/or broken

goods will be replaced after PRINCIPAL has informed them of a damaged goods delivery; (d) all goods provided will be new and will not be used or refurbished unless otherwise specified within a PO or Schedule, (e) it has good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; and (f) all Work Product and deliverables shall conform to the specifications in a PO or Schedule or otherwise agreed to in writing by Agent and PRINCIPAL. For any software provided by Agent, such software will be in full conformity and function in accordance with all documentation related thereto. If such software does not perform as warranted. Agent shall correct the software or to replace software at its sole expense. All services/goods/software provided does not and will not infringe or otherwise violate any statutory or other rights of any third party in or to any intellectual property rights therein; and no third party has asserted, is asserting or, to Agent's knowledge has threatened or has or will have any reasonable basis to assert a claim of any of the foregoing. Without the prior written consent of PRINCIPAL, Agent shall not insert into the software any code that would have the effect of disabling or otherwise shutting down all or any portion of PRINCIPAL's systems. Agent further represents and warrants that, with respect to any disabling code that may be part of the software, Agent shall not knowingly invoke such disabling code at any time, including upon expiration or termination of these General Terms and Conditions for any reason, without PRINCIPAL's prior written consent.

16. Indemnification; Non-Infringement

(a) Agent shall be liable for and shall indemnify, defend and hold PRINCIPAL, its parent, affiliates, employees, officers and directors, harmless against any third party claim, loss or damage, including reasonable attorneys' and experts' fees, incurred by reason of (i) any breach by Agent or its employees or agents of any representation, warranty, or covenant under these General Terms and Conditions or any PO/Schedule; (ii) the death of or injury to any individual or damage to or loss of personal or real property due to the acts or omissions of Agent; or (iii) the negligent or illegal act or omission or the wilful misconduct of Agent or its employees, agents, or representatives.

(b) Agent represents and warrants that the creation, design, development, copying, display, distribution, performance, preparation of derivatives, programming, operation, use, and/or sale of any services/goods/software, Work Product, methodologies, or Third Party Software will not infringe, violate, or misappropriate the patent, copyright, trade secret, proprietary, or intellectual property rights of any third party, and Agent has not received any communications from any third party alleging such infringement, violation or misappropriation. Agent shall be liable for and shall indemnify, defend, and hold PRINCIPAL, its parent, affiliates, officers, and directors harmless against any claims, losses, liabilities, costs, expenses, or damages, including reasonable attorneys' and experts' fees, incurred by reason of any claim, demand, lawsuit, or action alleging in whole or in part that the creation, display, design, development, modelling, copying, distribution, preparation of derivatives, performance, use, operation, and/or sale of the Work Product, Methodology, or Third Party Software infringes, violates, or misappropriates the patent, copyright, trade secret, or other proprietary or legal rights of any third party.

PRINCIPAL shall notify Agent in writing of any such claim or suit as soon as practicable and, at the other party's expense, shall provide reasonable cooperation in the defense or settlement of such claim or suit. The indemnification provided in this Section 16 shall not be subject to the limitations on liability set forth in Section 18 hereof.

17. Insurance

During the term of these General Terms and Conditions, Agent shall, at its own cost and expense, obtain and maintain in full force and effect, the following insurance coverage:

- (a) Commercial General Liability for bodily injury and property damage including blanket contractual liability coverage and products and completed operations.
- (b) Workers' compensation insurance as required by applicable laws, including a waiver of subrogation.
- (c) Employer's liability insurance.
- (d) Professional Errors and Omissions Insurance including Intellectual Property Infringement in connection with technology products or services provided under these General Terms and Conditions
- (e) Automobile liability insurance.

- (f) Data protection liability insurance (cyber liability) covering all financial loss arising from acts, errors, or omissions, in connection with (a) the technology products or services provided under these General Terms and Conditions and/or (b) in maintaining confidential employee or customer data in connection with the services provided under these General Terms and Conditions and/or (c) resulting from Agent's direct connectivity with PRINCIPAL's network.
 - (g) Fidelity Bond or Crime Insurance coverage.
 - (h) Products Liability insurance.
- For Minimum Insurance requirements figures please see Exhibit B.

18. Limitation of Liability

IN NO EVENT SHALL ANY PARTY TO THESE GENERAL TERMS AND CONDITIONS OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT SUCH EXCLUSION SHALL NOT APPLY TO ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF THE INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 16 OF THESE GENERAL TERMS AND CONDITIONS AND/OR ANY BREACH OF SECTION 10 OF THESE GENERAL TERMS AND CONDITIONS.

19. Independent Contractors

PRINCIPAL shall not oversee the details of the services. PRINCIPAL and Agent are acting hereunder as independent contractors. Agent shall not be considered or deemed to be an agent, employee, joint venture, or partner of PRINCIPAL. Agent's personnel shall not be considered employees of PRINCIPAL and shall not be entitled to any benefits that PRINCIPAL grants its employees. If any federal, state or local government agency, any court or any other applicable entity determines that any such personnel of Agent is an employee of PRINCIPAL for any purpose, Agent shall indemnify, defend and hold harmless PRINCIPAL, its officers and directors from all liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) associated with such determination. Agent shall be responsible for the conduct of Agent personnel.

20. Marketing and Publicity

Without the prior written consent of an authorized representative of PRINCIPAL, in the form of an executed Permission to Use Trademark Agreement, Agent may not use PRINCIPAL or Allianz Group names, logos or symbols, or any portion of proprietary PRINCIPAL or Allianz branding for any purposes (including customer lists on websites). Violation of this provision shall be considered a material breach of these General Terms and Conditions and potential violation of applicable trademark and copyright laws. Except as may be required by law, Agent must not grant interviews or issue any public announcement, news release, or testimonial, or disseminate any information related to these General Terms and Conditions, the Deliverables, or services without the prior written consent of PRINCIPAL.

21. Disputes

The Parties agree to submit any dispute under these General Terms and Conditions to non-binding arbitration in accordance with the rules of the American Arbitration Association. Venue shall be in the respective area of the PRINCIPALs headquarters, for the US this would be Chicago, Illinois.

22. Non-Solicitation

Neither PRINCIPAL nor Agent shall solicit the employment of any personnel employed by the other party during the term of these General Terms and Conditions and for a period of twelve (12) months thereafter. In the event of violation of this provision, the violating party shall pay to the non-violating party an amount equal to one-times the first year's compensation for the solicited employee, including all salary and bonuses. This Section shall not be construed as prohibiting either party from engaging in any general and public solicitation for positions (e.g. through newspaper advertisement) or from hiring the other party's personnel who independently respond to such general and public solicitation.

23. General

These General Terms and Conditions constitutes the complete and exclusive statement of agreement between the Parties, and supersedes and merges all prior proposals and all other agreements, oral and written, between the Parties relating to the subject matter of these General Terms and Conditions. These General Terms and Conditions may be modified only in writing signed by both Parties. The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. These General Terms and Conditions are personal to Agent and Agent may not assign or subcontract its rights, duties or obligations under these General Terms and Conditions to any person or entity. In the event that PRINCIPAL or a business unit thereof is purchased by a third party or merges with an affiliated entity, PRINCIPAL may assign or transfer this Agreement or any portion of an applicable PO or Schedule to such third party or affiliated entity, as applicable, by providing written notice to Agent. These General Terms and Conditions shall bind and benefit PRINCIPAL, its successors and assigns. These General Terms and Conditions and performance hereunder and actions related hereto shall be governed by the internal laws of the State of Illinois, without reference to conflict of law principles.

24. Notices

Any notice given under these General Terms and Conditions shall be in writing and shall be effective (i) upon receipt if delivered by hand or (ii) five (5) days after deposit in the U.S. mail, postage prepaid, certified mail return receipt requested, when addressed to the address set forth at the beginning of these General Terms and Conditions, Attn: 1) General Counsel's Office and 2) Enterprise Vendor Management. Either party may change its address at any time by giving written notice of such change to the other party.

25. Privacy and Security

25.1. Privacy Rules & Regulations

25.1.1. Applicability and Compliance

(a) Under federal and state laws and regulations governing the privacy interests of consumers, customers and employees, PRINCIPAL is required to prevent disclosure of personal information concerning consumers, customers and employees except as permitted by law and regulations. Agent may obtain personal information in the course of performing services for PRINCIPAL. Agent has reviewed and understands its responsibilities regarding the reusing and sharing of non-public personal information under federal and state laws and regulations. Agent shall comply with such laws and regulations to the extent applicable to it, including but not limited to: Title V of Public Law 106-102 (Gramm-Leach-Bliley or "GLB"), codified at 15 U.S.C. § 6801 et seq.; the Fair Credit Reporting Act, codified at 15 U.S.C. § 1681 et seq.; National Association of Insurance Commissioner's (NAIC's) Model Regulation on Privacy of Consumer Financial and Health Information as adopted by individual states; NAIC's Insurance Information and Privacy Protection Act Model Regulation as adopted by individual states; the California Consumer Privacy Act; the European Union General Data Protection Regulations (GDPR) pertaining to the personal data of a European Resident stored, accessed or processed in the U.S.; the Canadian Privacy Act (R.S.C., 1985, c. P-21); and the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5)(PIPEDA).

(b) Under state laws and regulations governing the security of "Nonpublic Information" of regulated entities, PRINCIPAL is required to maintain a program that is designed to protect the confidentiality, integrity and availability of electronic customer and company data that is contained in its information systems (e.g., "Cybersecurity Program;" "Information Security Program"). "Nonpublic Information" includes any information which can be used to identify an individual, as well as business related information that would cause a material adverse impact to the business, operations, or security of the entity to which it pertains if it was tampered with or was subject to unauthorized disclosure, access or use. References to Nonpublic Information include both personal information and business related information as defined above. Agent has reviewed and understands its responsibilities under these laws and regulations as they relate to the security of the PRINCIPAL's Nonpublic Information. Agent shall comply with such laws and regulations to the extent applicable to it, including but not limited to: the New York State

Department of Financial Services Cybersecurity Requirements for Financial Services Companies Regulations, codified at 23 NYCRR 500 et seq.; and the National Association of Insurance Commissioner's (NAIC's) Insurance Data Security Model Law as adopted by individual states.

25.1.2. Agent Covenants, Representations and Warranties

(a) Agent covenants, represents, and warrants that it shall use Nonpublic Information only in the performance of its duties for the PRINCIPAL. Subject to the confidentiality provisions of these Terms and Conditions, Agent shall share data received from the PRINCIPAL with other third parties or their affiliates only for the express purposes for which the Agent received the information and only to the extent needed to perform the Services. Agent shall retain Nonpublic Information only for as long as it is necessary to perform its duties for the PRINCIPAL, and in all cases in accordance with the confidentiality provisions of these Terms and Conditions.

(b) Use of Subcontractors. Agent shall have appropriate controls in place to ensure that any authorized subcontractor used by the Agent (as provided under these Terms and Conditions) meets the objectives of this Subsection 25.1.2 (b), and Agent shall exercise oversight over each of its authorized subcontractors to ensure ongoing compliance with the objectives of this Subsection 25.1.2(b).

25.1.3. Agent Obligations

(a) Agent shall have appropriate monitoring practices in place to assure on-going compliance with all privacy laws and regulations.

(b) Security Breach. Agent shall immediately notify PRINCIPAL if Agent determines there has been a material breach or a serious attempt to breach its security safeguards required by this Subsection 25.1.3(b), or if the security of Nonpublic Information of the PRINCIPAL has been or likely may have been compromised for any reason. The notification must include the date or approximate date and nature of the breach, any steps the AGENT has taken or plans to take relating to the breach and the person responsible for the breach of security, if known. The Principal may take all reasonable steps to protect Nonpublic Information of PRINCIPAL in such event, including, but not limited to, as appropriate, an audit of Agent's security safeguards required by this Subsection 25.1.3(b), and Agent's security and system log files from workstations and supporting servers containing or facilitating the flow of Nonpublic Information of PRINCIPAL. Agent shall have an incident management plan that enables Agent to take appropriate actions to address incidents of unauthorized access to or misuse of Nonpublic Information of PRINCIPAL and notify the appropriate regulatory official(s) as required by law. Such plan shall also enable PRINCIPAL to expeditiously implement its own response program. Agent shall notify consumers and customers of the PRINCIPAL of any breach as required by law at Agent's expense unless otherwise directed by PRINCIPAL. If PRINCIPAL elects to notify its consumers and customers directly of the breach or is required by law to do so Agent shall reimburse PRINCIPAL for the PRINCIPAL' expenses relating thereto.

(c) EU Resident Personal Data. Agent shall immediately notify PRINCIPAL in the event Agent is contacted by an EU resident ("Data Subject") regarding their data subject rights. Agent shall implement measures to assist PRINCIPAL in responding to requests from Data Subjects exercising their rights in respect of their personal data.

(d) Personal Data Rights Requests. Agent shall immediately notify PRINCIPAL in the event Agent is contacted by an individual regarding their personal rights with respect to personal data PRINCIPAL shares with Agent. Agent shall implement measures to assist PRINCIPAL in responding in requests from individuals exercising their rights in respect of the personal data PRINCIPAL shares with Agent.

(e) These privacy provisions, confidentiality provisions and security provisions apply to all data that has been shared both prior to the effective date of these Terms and Conditions or any Participation Agreement and on an ongoing basis. Upon termination or expiration of these Terms and Conditions and/or any Participation Agreement, Agent shall continue to adhere to all applicable laws regarding the data PRINCIPAL has shared with Agent.

25.1.4. Compliance with Pretexting Laws

Agent shall assure compliance with all state and federal laws governing the use of pretexting activities and in all cases obtain any individual's written consent prior to obtaining telephone records from anyone other than such individual.

25.2. Security & Business Continuity

25.2.1. Compliance with Security Standards

(a) Agent agrees that it shall, in the performance of any and all work under These General Terms and Conditions, use appropriate safeguards to assure the security of all personal and proprietary data PRINCIPAL shares with the Agent.

Exhibit A

1. INVOICE Process

1.1. Invoice Pre-Requisites

- When submitting invoices to AGCS, please observe the points mentioned below. Failure to comply may result in payments being delayed, or rejected.
- It is mandatory to quote the correct AGCS entity name on all invoices.
- All invoices submitted to AGCS shall include the AGCS PO number as reference.
- Invoices with no PO number will be returned for completion of the missing information or for rerouting to the relevant address.
- Tax (VAT, in US. VAT and Sales Taxes) amounts must be shown as separate line items.
- Only one currency per invoice.
- Invoices shall never be submitted in parallel via different channels. Redundant invoices will not be processed.

1.2. Invoice Submission Process

All PO invoices must be submitted under the SAP Ariba platform

1.2.1. Paper Invoices

Non-PO Paper Invoices should be sent to the given invoicing address on the PO.

1.2.2. Fax Invoices

Invoices submitted by fax are not accepted.

1.2.3. Credit Notes

Please be aware that credit notes are only required for invoices that have been amended or cancelled after the payment has already been processed, if a payment for an invoice has not been processed and the invoice is rejected there is no need for a credit note to be sent.

1.2.4. Relevant Tax

When issuing an invoice, the vendor must itemize the tax amounts (for example - sales tax) for regulatory reporting

1.2.5. Shipping Costs

Shipping costs must always be included in the quote and their cost outlined and included in the total price of quotation. Shipping costs that are not displayed in the initial quote cannot be entered later when the invoice is generated, if additional shipping costs are added to the invoice these will not be paid.

Exhibit B

Minimum Insurance Requirements

- Exceptions Requiring Corporate Risk Management engagement:
- >\$2.5million annual spend
- Day Care Providers
- Transportation/conveyance vendors
- Alcohol service
- Outsourcing of business critical functions
- Medical providers
- Asbestos removal
- Roofers or other significant trade contracts (construction, maintenance or repair)
- Publishing or advertising services
- Contracts with foreign suppliers
- Any non-standard or high risk venture

Type of Insurance	Annual contract value between \$500k and \$2.5mm	Annual contract value <\$500k(1)
Commercial General Liability (including products and completed operations) – universal business requirement particularly critical when vendor/contractor is on our premises or on our insured’s premises. Required limits can be satisfied with any combination of primary and excess/umbrella policies	\$10 million per occurrence	\$1 to \$5 million per occurrence
Workers’ Compensation – required whenever the vendor has employees	Statutory limits	Statutory limits
Employers’ Liability – required whenever the vendor has employees	\$1 million	\$1 million
Professional Liability (errors and omissions) including Intellectual Property Infringement (technology errors and omissions) – required if the vendors services are in a professional field requiring specialized knowledge and intellectual skills which may require licensing or accreditation vs. trade services that are limited to manual work.	\$10 million	\$1 to \$5 million
Auto Liability – required whenever vendor/contractor is using owned or leased vehicles on our premises or a motor vehicle is used in providing services	\$10 million per occurrence	\$1 to \$5 million per occurrence
Network Security and/or Cyber Liability – required whenever vendor is directly connected to our network and/or has access to personally identifiable information of customers or employees	\$10 million	\$1 to \$5 million
Fidelity Bond or Crime insurance – required whenever vendor has access to or is holding our funds	\$10 million	\$1 to \$5 million
Products Liability – required whenever the contract is with the manufacturer or distributor of a product	\$10 million	\$1 to \$5 million

(1) NOTE: If, at some future date, the annual spend increases from the original contract, the insurance provisions must be revisited and amended as necessary.