

Terms and Conditions

1. INTERPRETATION

1. In these Terms and Conditions:

Affiliate in relation to any company means any subsidiary or holding company of that company or any subsidiary of any such holding company from time to time and, for the purposes of this definition, the terms "subsidiary" and "holding company" shall have the meanings given to them by section 1159 Companies Act 2006.

Applicable Laws means all applicable laws (including, but not limited to, the Anti-Corruption Laws, Data Protection Legislation) enactments, rules, regulations, orders, regulatory policies, guidelines, industry codes of practice (including statements of good practice from trade bodies), regulatory permits and licences, and any mandatory instructions or requests by a Regulator, in each case which are in force from time during the term of the Contract.

Anti-Corruption Laws means any law, rule, regulation or other legally binding measure of any jurisdiction concerning bribery, corruption, fraud, tax evasion, inside information handling, or money laundering and terrorist financing in each case as amended from time to time, including without limitation the US's Foreign Corrupt Practices Act 1977, the UK's Bribery Act 2010, UK Money Laundering Regulations 2017 and Criminal Finances Act 2017 applicable either to M&G, any member of the M&G Group or to the Supplier.

Confidential Information means any and all confidential information whether commercial, financial, technical or otherwise relating to the business, operations, products, finances or business affairs of a party or its Group (including any individual member of its Group) under, or in connection with, the Contract (whether in writing, in electronic form, oral or otherwise, and whether or not such information is expressly stated to be confidential or marked as such) but does not include any information which: (i) is in, or subsequently enters, the public domain other than as a result of a breach by a party of its confidentiality obligations under the Contract or under Applicable Laws; (ii) has been or is subsequently received lawfully by the receiving party from a third party which is under no confidentiality obligations in respect of that information; (iii) is independently developed by the receiving party without use of any Confidential Information; or (iv) a party consents in writing to such disclosure or use.

Contract means a contract consisting of these Ts&Cs, an Order and, where applicable, a Scope of Work.

Controller has the meaning given to it in Data Protection Legislation.

Data Protection Legislation means all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a Supervisory Authority (or its UK equivalent) relating to privacy, confidentiality, security, direct marketing or the protection of Personal Data (including any national laws implementing any such legislation), including but not limited to Directive 2002/58/EC, the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and the EU GDPR.

Data Subject has the meaning given to it in Data Protection Legislation.

Deliverables means the Goods and Services.

EU GDPR means Regulation 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any successor laws arising out of the withdrawal of a member state from the European Union.

Existing Contract means a contract between M&G and the Supplier which was in pre-existence before entry into the Contract and which was expressly signed and entered into by both parties.

GDPR means the EU GDPR and/or the UK GDPR as applicable.

Goods means any goods set out in the Order.

Group means the M&G Group or the Supplier Group as the context requires.

Human Rights means those rights and freedoms that have been universally recognised in international law, including but not limited to, those set out in the international treaties referred to in the United Nations Guiding Principles on Business and Human Rights.

Insolvency Event means the other Party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

Intellectual Property Rights means patents, trademarks, service marks, logos, get-up trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, registered or unregistered and including applications for registration, renewals or extensions and all rights or forms of protections having equivalent or similar effect anywhere in the world.

Joint Controller has the meaning given to it in Data Protection Legislation.

Materials means any works of authorship, products and materials, developed, written or prepared (on whatever media) as part of the Services, including data, diagrams, reports, specifications, manuals plan, flowcharts, drawings and any other materials, and all drafts and working papers relating to them.

Modern Slavery Commitment means a commitment, in relation to this Contract, not to hold another person in slavery or servitude, employ, engage or otherwise use forced or compulsory labour, trafficked labour or child labour; nor engage in or condone the use of corporal punishment or mentally, physically, sexually or verbally abusive or inhumane treatment of employees or workers.

M&G means M&G Corporate Services Limited or an M&G Affiliate named on the Order.

M&G Affiliate means in relation to M&G, M&G and all of its subsidiaries from time to time and "subsidiary" shall have the meaning given to it by Section 1159 and Schedule 6 of the Companies Act 2006.

M&G Group means M&G and each other company which is for the time being (whether on or after the date of this Contract) an Affiliate of M&G.

M&G Materials means all materials, equipment, software, tools, drawings, specifications and data supplied by or on behalf of M&G to the Supplier.

Order means a purchase order.

Order Contact means the person detailed on the Order as the contact for M&G.

Personal Data has the meaning given to it in Data Protection Legislation.

Personal Data Breach has the meaning given to it in Data Protection Legislation.

Processor has the meaning given to it in Data Protection Legislation.

Regulator means any court, governmental body or regulatory or supervisory authority having authority over all or any part of the Services or M&G.

Scope of Work means a document that sets out in detail the Goods and Services specified in the Deliverables.

Services means any services set out in an Order to be supplied by the Supplier to M&G in the accordance with the Contract.

Supervisory Authority has the meaning given to it in GDPR (and in any case includes the UK Information Commissioner).

Supplier means the individual or organisation named as the Supplier on the Order that accompanies these Ts&Cs.

Supplier Contact means the person detailed on the Order as the contact for the Supplier.

Supplier Group means the Supplier and each other company which is for the time being (whether on or after the date of this Contract) an Affiliate of the Supplier.

Supplier Materials means equipment, software, know-how, databases or other materials in any form (regardless of medium or form of storage) which are used by or on behalf of the Supplier in the provision of the Services and which were not created specifically for M&G.

Supplier Personnel means all persons employed or engaged by the Supplier (or a Supplier Affiliate) in the provision of the Services, including the Supplier's employees, directors, consultants and permitted agents and subcontractors.

Terms and Conditions or **Ts&Cs** means these terms and conditions.

UK means the United Kingdom of Great Britain and Northern Ireland.

UK GDPR means the implementation of the EU GDPR into the laws of England and Wales, Scotland and Northern Ireland as amended from time to time.

Working Day means any day excluding weekends and public holidays in England.

In these Ts&Cs (except where the context otherwise requires): (a) reference to a person includes any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality); (b) headings do not affect the interpretation of these Ts&Cs; (c) the singular shall include the plural and vice versa and references to one gender shall include all genders; (d) any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding these terms; and (e) except as otherwise expressly provided in the Contract, a reference to any statute or statutory provision (whether of the United Kingdom or elsewhere) includes (i) any subordinate legislation (as defined by section 21(1) Interpretation Act 1978) made under it; and (ii) any provision which it has superseded or re-enacted (with or without modification), and any provision superseding it or re-enacting it (with or without modification), before or on the date of the Contract, or after the date of the Contract except to the extent that the liability of a party is thereby increased or extended.

2. FORMATION OF CONTRACT

1. An Order is accepted on the date of signature of the Order by the Supplier, shipment of goods, commencement of work on the Goods and/or Services, or other written **acknowledgement** of the Supplier.
2. An Order does not constitute an acceptance by M&G of any offer or proposal by the Supplier, whether in the Supplier's quotation, acknowledgement, invoice or otherwise. In the event that any Supplier quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Order.
3. By accepting an Order, the Supplier agrees to be bound by the Contract to the entire exclusion of all other terms and conditions (including the Supplier's terms and conditions or those implied by trade, custom or practice). Where further Orders are accepted by the Supplier, each further Order creates an individual legal contract governing the provision of the Deliverables detailed in that Order.
4. In the event that anything set out in an Order conflicts with these Ts&Cs, the Order shall prevail.
5. Subject to Clause 2.6 no purported acceptance of any Order on terms and conditions of the Supplier which modify, supersede, supplement or otherwise alter these Ts&Cs shall be binding upon M&G and such terms and conditions shall be deemed rejected and replaced by these Ts&Cs.
6. Notwithstanding Clause 2.3 above, in the event that there is an Existing Contract with the Supplier, the terms of that Existing Contract shall prevail over these Ts&Cs, subject to Clause 5.2 which shall apply to any invoices payable under such Existing Contract.

3. SERVICES

1. The Supplier undertakes to M&G that in providing the Deliverables, the Supplier shall act (i) in accordance with all policies and working procedures of M&G made known by M&G to the Supplier from time to time and shall procure that all Supplier Personnel comply with such policies and working procedures, including security requirements; (ii) be responsible for ensuring, and shall ensure, that it has all necessary personnel, assets, facilities, software and other resources, including all necessary licences and consents, to enable it to provide the Deliverables and comply with its other obligations under the Contract; (iii) comply with all Applicable Laws; (iv) work in a co-operative and constructive manner with employees and contractors of M&G and such other third parties as may reasonably require to the extent necessary for the effective provision of the Deliverables; and (v) co-operate and work with any Regulators as required by M&G and/or that Regulator from time to time.
2. The Supplier is responsible for the overall management of the Services and shall: (i) comply with any timetable and perform its obligations in a timely manner which shall ensure that all agreed dates are met, except to the extent that the delay directly results from a failure by M&G to comply with its obligations under these Ts&Cs; (ii) monitor the performance of all tasks referred to in the timetable and report on this to M&G within a reasonable timeframe; and (iii) pro-actively identify and resolve any problems encountered, in order to ensure the timely completion of each task in the timetable.
3. If the Supplier becomes aware that it shall not, or is unlikely to meet a delivery date, the Supplier shall report this to M&G immediately in writing giving reasons and its proposed mitigating actions and, at its own cost, deploy all appropriate resources to eliminate or mitigate any delay, except to the extent that any delay directly results from a failure by M&G to comply with

its obligations in respect of the Services to which the delivery date relates.

4. M&G shall specify the quantities required, delivery locations, and dates in the Order. The Supplier acknowledges and agrees that, notwithstanding anything in any Order to the contrary, the Supplier is obligated to provide Goods and/or Services to M&G in at least the quantity and for at least the period specified in the Order. M&G will have no obligation or liability beyond the quantity specified in the Order.
5. The Supplier shall meet all quality requirements of M&G.

4. TERMS SPECIFIC TO THE SUPPLY OF DELIVERABLES

1. Deliveries shall be made both in quantities and at times specified on the Order. Time is of the essence for all times, dates, and periods specified in each Order. The Supplier shall adhere to shipping directions specified on the Order. M&G shall not be required to make payment for Goods or Services delivered to M&G that are in excess of ordered quantities and delivery schedules specified in the Order. M&G may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle the Supplier to a modification of the price of Goods covered by any Order. With each delivery, the Supplier shall be deemed to have made the representations, warranties and covenants as contained herein under these Ts&Cs.
2. Unless otherwise agreed by the parties in writing, full legal title and beneficial interest in the Goods will transfer to M&G at the point that M&G accepts delivery of the Goods. Following acceptance of the Goods by the Order Contact, the Supplier may issue its invoice in accordance with Clause 5.
3. Without prejudice to any other rights or remedies in these Ts&Cs, where some or all of the Goods are faulty or have not been delivered in accordance with the timescales specified on the Order; or where the Supplier is in breach of any of the representation in Clause 7.1, M&G will be entitled to (i) reject the Goods (in whole or in part) and the Supplier shall within five (5) Working Days refund to M&G any charges paid by M&G in respect of those Goods; and/or (ii) cancel any other Orders; and/or (iii) require the Supplier to replace the Goods concerned within two (2) Working Days of receipt of a notice from M&G to that effect (or such longer period as may be agreed in writing between the parties). The Supplier will (at the Supplier's own cost) collect the non-functioning Goods and (where applicable) deliver and install suitable replacements. Where M&G exercises its right to reject or cancel in accordance with this Clause 4, M&G shall cease to be bound to pay that part of the charges which relates to Goods which have been rejected or cancelled.

5. CHARGES AND PAYMENT

1. In consideration of the Supplier's provision of the Deliverables, M&G shall pay, or shall, in its sole discretion, direct a member of the M&G Group to pay, the charges in the manner set out in this Clause 5 and the Order.
2. Invoices from the Supplier in respect of an Order shall only be accepted for payment by M&G if M&G's Order number is quoted on the Order.
3. Invoices from the Supplier in respect of an Existing Contract shall only be accepted for payment if submitted with an accompanying Order.
4. All invoices shall be paid in accordance with the payment conditions stated on the Order or in the Existing Contract as the case may be. In the absence of specific conditions, payment will be made no later than thirty (30) days from the date the invoice was received by M&G.
5. The Supplier shall be entitled to charge interest, accruing on a daily basis from the due date to the date of actual payment on any overdue amount under these Ts&Cs (except for any portion of them which are the subject of a genuine dispute between the party) at the annual rate of two (2) per cent above the Bank of England base rate for the time being in force. The Supplier agrees that such interest constitutes a substantial contractual remedy under the Late Payment of Commercial Debts (Interest) Act 1998 and that it hereby waives any right to claim against M&G under the Late Payment of Commercial Debts (Interest) Act 1998.
6. If M&G disagrees with any amount invoiced for any reason or requires any further information with respect to any amount invoiced, it shall notify the Supplier after receiving the invoice, outlining the reason(s) for such disagreement. Thereafter, the Supplier shall provide M&G with such further information as M&G may reasonably require in order to substantiate the invoiced amount. If the disagreement over the amount has not been resolved by the due date for payment of the invoice, M&G shall pay such sum that is not in dispute or question and may withhold payment of the amount in dispute or question. If the Supplier disputes that M&G is entitled to any reduction in or to withhold the invoiced amount or the amount of any such reduction, then the matter shall be resolved by the parties pursuant to Clause 14.
7. Prices charged for Goods listed on an Order are not subject to increase, including specifically any increase based upon changes in raw material or component pricing, labour or overhead or any other reasons, unless specifically agreed in writing between the parties.
8. The Supplier shall ensure that the price charged to the M&G for Goods remains competitive with the price for similar goods available to M&G from other suppliers.
9. After the receipt and acceptance of conforming Deliverables, the warranty period shall be extended until the one (1) year anniversary of such acceptance date. As a remedy for breach of any of the foregoing warranties, M&G may elect, at M&G's sole option, (i) the prompt repair, or replacement of non-conforming Goods or re-performance of Services, which shall be accomplished by Supplier at no additional charge to M&G; (ii) modification or adaptation of the non-conforming Goods and/or Services at the Supplier's expense; or (iii) return of the non-conforming Goods or rejection of Services performed and a full refund to M&G of the aggregate purchase price paid by M&G.

6. INTELLECTUAL PROPERTY RIGHTS

1. M&G, its Affiliates, or their third party licensors shall own all Intellectual Property Rights subsisting in or arising in connection with the M&G Materials (and any modifications to them). Except as licensed under the Contract, the Supplier and its Personnel shall not acquire any Intellectual Property Rights in those items.
2. The Supplier, its Personnel or their third party licensors shall own all Intellectual Property Rights subsisting in or arising in connection with Supplier Materials. Except as licensed in accordance with the Contract, M&G and its Affiliates shall not acquire any Intellectual Property Rights in those items.
3. M&G grants to the Supplier and its Personnel a royalty-free, non-transferable, non-exclusive, personal licence to use the M&G Materials during the term of the Contract solely (i) in those jurisdictions expressly set out in the Order, (ii) for the purpose of, and to the extent necessary for, the performance of the Supplier's obligations under the Contract, and for no other purpose.
4. The Supplier grants (and shall procure that its Personnel shall grant) to M&G a world-wide, royalty-free, transferable, perpetual, irrevocable, non-exclusive licence to (i) the M&G Group, and (ii) any third parties engaged by the M&G Group to provide services in respect of the receipt and/or use of the Deliverables, to use the Supplier Materials solely for the purpose

of and to the extent necessary for such third parties to provide services to the M&G Group, or for the M&G Group to receive and use, the Deliverables.

5. The Supplier assigns (and shall procure that its Personnel shall, before being involved in the provision of the Services, assign) to M&G (or, if requested by M&G at any time, its nominee, including an Affiliate) all present and (on creation) future Intellectual Property Rights subsisting in or arising in connection with the Deliverables, except for any Intellectual Property Rights in any Supplier Materials incorporated into the Deliverables.
6. The Supplier, to the extent permitted by law, waives (and shall procure that, prior to their involvement in the provision of the Services, its Personnel waive) all moral rights (and analogous rights) worldwide relating to the Deliverables (save in relation to any Supplier Materials incorporated into the Deliverables).
7. The Supplier represents, warrants and undertakes to M&G and its Affiliates (collectively referred to as the indemnified parties) that their receipt, possession or use (as the case may be) in accordance with the Contract of:
 - i. the Supplier Materials; and
 - ii. the Services, Goods, and the Supplier's and its Personnel's provision of the Services, do not infringe any Intellectual Property Rights of any person (an IPR Claim).
8. The Supplier shall indemnify the indemnified parties for losses incurred by them arising out of or in connection with an Intellectual Property Rights Claim in respect of any item listed in Clause 6.7, including an allegation of infringement.

7. REPRESENTATIONS AND WARRANTIES

1. The Supplier warrants and represents that (i) at the point that the Supplier delivers the Deliverables, the Supplier will be the sole owner of those Deliverables and that no other person has a legal or other interest which could mean that the Supplier is unable to own the Deliverables outright; (ii) at the time of delivery, the Deliverables shall be fit for purpose and shall meet the description and standards which are either listed in the Contract or are otherwise agreed in writing between the Supplier and M&G; (iii) the Supplier will obtain for M&G's benefit, all unexpired manufacturer warranties relating to the Deliverables; (iv) all Deliverables supplied to M&G will comply with Applicable Laws; and (v) it has all necessary licenses or consents required to supply the Goods.
2. The Supplier warrants that all Deliverables shall be free from defects in workmanship and material and fit for the purposes for which such Deliverables are intended. The foregoing warranties shall remain in effect for a period of one (1) year after M&G's acceptance of Deliverables or the Supplier's warranty, whichever is higher.
3. The Supplier represents that the price charged to M&G for Deliverables is at least as low as the price charged by the Supplier to customers of a class similar to M&G under conditions similar to those specified in the Order and that all prices comply with Applicable Law in effect at the time of quotation, sale and delivery.
4. The rights and remedies of M&G provided in this Clause 7 are in addition to, and do not limit, any rights afforded to M&G under any other Clause of these Ts&Cs or as otherwise provided under common law.

8. CONFIDENTIALITY

1. Each party (the **Recipient**) shall keep confidential the other party's (the **Disclosing Party**) Confidential Information disclosed to it by or on behalf of the Disclosing Party or otherwise obtained, developed or created by the Recipient.
2. The Recipient may disclose the Confidential Information to its employees, workers, agents, consultants, other representatives, contractors and subcontractors and (in the case of M&G), Affiliates, representatives and sub-contractors to whom disclosure is required for the performance of the Recipient's obligations or the exercise of its rights under the Contract, but only to the extent necessary to perform such obligations or exercise such rights (together the **Permitted Disclosees**); or if, and to the extent that, such information is required to be disclosed by the rules of any stock exchange or by any governmental, regulatory or supervisory body (including any taxation authority) or court of competent jurisdiction to which the Recipient is subject, whether or not any of the same has the force of law, provided that the Recipient shall, if it is not so prohibited by law, provide the Disclosing Party with prompt notice of any such requirement or request.
3. The Supplier shall be responsible for complying with relevant legislation, regulatory requirements, and other industry standards and good practice relating to information security.
4. M&G may itself at any time upon reasonable notice audit compliance with the terms of this Confidentiality clause and/or any security control assessments that M&G chooses to carry out. Each party shall bear its own costs arising as a result of any audit provided that the Supplier shall bear the cost of all security testing by M&G in the event that the Supplier or any of its sub-contractors is in breach of this Confidentiality clause.
5. The Supplier shall notify M&G of any changes to business circumstances, policy or procedures that may affect the performance of its obligations regarding information security requirements as set out in this Confidentiality clause.
6. The Supplier shall be responsible for implementing adequate and effective processes and technical controls to prevent and detect loss or theft of M&G's data, at rest and in transit.
 - For data to be exchanged between M&G and the Supplier an appropriate level of encryption, authentication, and method of connectivity, commensurate with the nature and value of information shall be agreed by mutual consent.
 - For data at rest including laptops, USB devices, hard drives, backup media and other external storage media, an appropriate level of encryption, commensurate with the nature and value of information shall be agreed by mutual consent.
7. The Supplier shall be responsible for implementing adequate and effective processes and technical controls to prevent and detect any unauthorised access or activity on M&G's systems, from or using the Supplier environment, systems and infrastructure.
8. The Supplier shall ensure that they have mechanisms in place to deal with contingency situation, so as to ensure services provided to M&G's are not delayed beyond agreed timeframe.
9. The Supplier shall be responsible for promptly reporting any security violation, or attempted violation, or business continuity incident to the designated M&G contact through the Supplier's formal documented process using an agreed and secure communications channel.
10. The Supplier shall provide M&G with all the necessary information and resources required to carry out any investigation that M&G, its auditors, agents or any relevant regulator or government authority wishes to undertake in relation to any such incidents or breaches.

11. The Supplier is not authorised to engage a third party to store, share or process M&G's personal data, unless explicit consent has been obtained from M&G. The Supplier shall indemnify and keep M&G indemnified against all liability, loss, costs, damages, expenses, claims or proceedings incurred by M&G or any member of the M&G Group as a consequence of the Supplier engaging a third party, unauthorised by M&G.
12. The Supplier shall ensure secure destruction using current best practice standards for any electronic and physical media holding M&G's information.

9. DATA PROTECTION

1. The Supplier agrees that it may act as Processor and/or as an independent Controller in relation to its obligations under these Ts&Cs.

Supplier as Processor

2. To the extent that the performance of the Supplier's obligations under these Ts&Cs (including any supporting or ancillary activities) involves processing Personal Data on behalf of M&G as a Processor, the Supplier shall, and shall procure that its agents and sub-contractors shall, comply with the requirements of Article 28 of the GDPR, including (without limitation):
 - a) only engaging another Processor (a Sub-Processor) with M&G's prior written authorisation and by entering into a legally binding written agreement that places the same data protection obligations as those set out in these Ts&Cs on the Sub-Processor, provided that if the Sub-Processor fails to fulfil its data protection obligations the Supplier shall remain fully liable to M&G for the performance of the relevant Sub-Processor's obligations;
 - b) not transferring Personal Data outside the European Economic Area or the UK without the prior written consent of M&G; and
 - c) notifying M&G immediately in writing in the event of a suspected Personal Data Breach and promptly:
 - i. providing M&G on request on an ongoing basis with a detailed description of the Personal Data Breach (including all information required by M&G to meet its obligations under Data Protection Legislation) and of the measures taken or proposed including to mitigate the adverse effects of the Personal Data Breach; and
 - ii. providing any other assistance requested to investigate and mitigate the Personal Data Breach;
 - d) The Supplier shall not file or publish any notification, communication, press release or report concerning the Personal Data Breach without M&G's prior written approval (except where expressly required to do so by law); and
 - e) bearing all costs associated with complying with these Ts&Cs.

Supplier as Controller

3. The Parties acknowledge that they may process Personal Data as independent Controllers. In the event that it is determined that either Party is a Joint Controller of Personal Data under the Agreement, the Parties agree to act promptly and in good faith to agree updated provisions applicable to such a relationship.
4. Without prejudice to the generality of clause 1.1, where a Party (in either case, the "Disclosing Party") discloses data to the other (the "Recipient") in connection with the operation of this Agreement:
 - a) the Disclosing Party shall ensure that it obtains all necessary rights so that the Personal Data it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by this Agreement;
 - b) the Recipient shall ensure that such Personal Data is only used for purposes anticipated by this Agreement;
 - c) the Recipient shall inform the Discloser immediately on becoming aware of any actual, suspected, or threatened, loss, leak or unauthorised processing or disclosure of any Personal Data. The Recipient shall, acting reasonably and to the extent practicably possible, listen to and action any feedback from the Discloser and keep the Discloser informed of any ongoing steps taken to address any such incident;
 - d) the Parties shall agree appropriate mechanisms to safeguard any international transfer of Personal Data to a Recipient which is located outside of the UK in accordance with Data Protection Legislation, which may include entering into Controller to Controller Standard Contractual Clauses (and replacing such Clauses from time to time as necessary to adopt such new or replacement versions as may be approved by the European Commission and/or the UK Secretary of State); and
 - e) on the expiry or termination of this Agreement, the Parties agree to delete all Personal Data to the extent permitted by applicable law.

10. LIABILITY

1. Nothing in the Contract (including any limitations or exclusions in this Clause 10) shall apply to limit or exclude: (i) either party's liability for death or personal injury caused by its negligence or that of its officers, agents, employees or subcontractors (as applicable); (ii) either party's liability for fraud or fraudulent misrepresentation of it or its employees; (iii) either party's liability that cannot be excluded or limited by law; (iv) the Supplier's liability in respect of the indemnities given by it in Clause 6 and Clause 10.3; (v) the Supplier's liability in relation to the willful misconduct of the Supplier or where the Supplier willfully abandons its obligations under the Contract (including any actual or threatened cessation of the Services); (vi) the Supplier's liability for any loss of M&G Materials and (vii) either party's breach of Clause 8.
2. Subject to Clause 10.1 and excluding any liability arising under Clause 10.3, neither party shall be liable to the other for any indirect or consequential loss or damage of any kind whatsoever, whether in contract, tort or otherwise that arise under, or in connection with these Ts&Cs.
3. The Supplier shall indemnify on demand and keep indemnified each member of the M&G Group from and against any and all losses which a member of the M&G Group may suffer or incur (directly or indirectly) in relation to: (i) the Supplier's breach of Clause 7; (ii) the Supplier's breach of Clause 8; or (iii) any fines levied by a Regulator on M&G (and/or a M&G Affiliate), or the costs of an investigative, corrective or compensatory action required by a Regulator; or of defending a claim made by a Regulator, where those fines, costs or claims have arisen as a result of a breach of the Contract by the Supplier (or any Supplier Affiliate) or its subcontractors.
4. Subject to Clauses 10.1 and 10.2, M&G's total liability under or in connection with the Contract for all claims whether in contract, tort or otherwise, shall not exceed in relation to all events occurring in relation to an individual Order, the amount equal to the aggregate charges payable to the Supplier under the Order.

5. During the term of the Contract and for a period of six (6) years following the termination or expiry of the Contract, the Supplier shall ensure that it has in place and maintains for any single event or series of related event, for the benefit of itself and the M&G Group, insurance sufficient to cover its liabilities under the Contract.

11. TERMINATION AND CONSEQUENCES OF TERMINATION

1. M&G may terminate the Contract or an individual Order without cause, by giving seven (7) days prior written notice to the Supplier.
2. In the event of termination of an Order, M&G will pay all undisputed charges due in respect of that Order to the Supplier within thirty (30) days of receipt of an appropriate invoice. The charges for work performed, but not invoiced, prior to termination will be calculated by reference to: (i) a pro rata proportion for the work completed, if the Order is on a fixed price basis; or (ii) a time and materials basis for the work completed, if the Order is on a time and materials basis.
3. Either party may terminate the Contract immediately on giving written notice to the other where: (i) an Insolvency Event occurs in relation to the other party; (ii) the other party has committed a material breach of the Contract which is irremediable; or (iii) the other party has committed a material breach of the Contract which is capable of remedy and it has failed to remedy the breach within thirty (30) days of receiving written notice to do so.
4. Any termination of the Contract shall be without prejudice to any other rights or remedies of either party under the Contract and shall not affect any rights or obligations which are to be observed or performed after such termination.
5. The Supplier shall immediately deliver to M&G all Deliverables whether or not then complete, and return all M&G Materials to M&G. If the Supplier fails to do so, then M&G may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

12. CODE OF CONDUCT

1. The Supplier agrees for the duration of Contract that it shall comply with the M&G Code of Conduct located at <https://www.mandgplc.com/our-business/procurement>.
2. If the Supplier sub-contracts all or part of the supply of the Services to a sub-contractor, the Supplier shall procure that the sub-contractor complies with Clause 11.1 above in respect of its own employees who are employed by the sub-contractor in connection with the supply of the Services (or part of them).
3. Without prejudice to any other rights and remedies which M&G may have, a breach by the Supplier (or any sub-contractor to which the Supplier sub-contracts all or part of the supply of the Services pursuant to Clause 11.2) of this Clause shall entitle M&G to terminate the Contract immediately without notice.

13. REGULATIONS

1. The Supplier undertakes that it shall, and shall procure that its Personnel shall, in connection with the performance of the Contract: (a) not violate any Anti-Corruption Laws or take any action which might cause M&G or any of its Affiliates to be in violation of Anti-Corruption Laws; and (b) comply with Modern Slavery Commitment.
2. The Supplier warrants and represents to M&G that no investigation, proceeding or claim has been initiated or is threatened or pending against the Supplier or any Supplier Personnel, by any governmental, administrative, judicial or regulatory body (including a regulator), authority or organisation in relation to any applicable Anti-Corruption Laws or actual or potential Human Rights Impact and the Supplier is not aware of any facts which might potentially give rise to such investigation proceeding or claim or could potentially constitute a Human Rights Impact and neither the Supplier nor any Supplier Personnel has at any time been found by a court in any jurisdiction to have breached any applicable Anti-Corruption Laws, the UK Modern Slavery Act 2015 or any other law of any jurisdiction which creates similar offences to those set out in the UK Modern Slavery Act 2015.
3. Without prejudice to, and in addition to, any other Supplier's obligations under the Contract and in a manner consistent with Data Protection Legislation, the Supplier shall, and shall procure that the Supplier Personnel shall, promptly and in any event within three (3) Working Days of becoming aware of any breach or suspected breach by any of them, notify M&G of such breach or suspected breach.
4. Breach of any of the provisions in this Clause 13 or M&G's Code of Conduct or of any applicable anti-bribery and anti-corruption law is a material breach of the Ts&Cs and Contract and without prejudice to any other right, relief or remedy, entitles M&G to terminate the Contract immediately.
5. The Supplier must give reasonable assistance and cooperation to M&G in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption, whether during the term of the Order and up to three (3) years after its termination.

14. CORRESPONDENCE

1. The Supplier shall identify the M&G's applicable Order number on all notices, correspondence, invoices, packing slips and packages pertaining thereto. All written correspondence other than invoices shall be sent for the attention of the person identified as the Order Contact at the Ship-To address on the order. Supplier invoices shall be submitted via the M&G Oracle Supplier Portal or via email to invoiceforpaymentonly@mandg.com.
2. For Purchase Order related queries please email AP.Queries@mandg.com.

15. DISPUTE RESOLUTION PROCEDURE

1. Any dispute or difference arising out of or in connections with the Contract shall in the first instance be referred to the Order Contact and the Supplier Contact for discussion and resolution as soon as reasonably possible and in any event within ten (10) Working Days of such referral (or such other period as the parties may agree). If the matter is not resolved within this timescale, either of the Contacts may refer the matter in dispute to more senior personnel within the respective parties who shall endeavour, in good faith, to resolve the dispute within a period of ten (10) Working Days (or such other period as the parties may agree) of such referral being first referred to them. If the dispute is not resolved in accordance with this Clause 15, the parties agree to submit to the exclusive jurisdiction of the English Courts pursuant to Clause 18.
2. The foregoing provisions of this Clause 15 shall not prevent either party from applying at any time to the court for interim or injunctive relief on the grounds of breach, or threatened breach, of the other party's obligations of confidentiality contained in the Contract or infringement or threatened infringement, of the applicant's Intellectual Property Rights.

16. RIGHTS OF THIRD PARTIES

1. Except as provided in Clause 16.2 a person who is not a party to the Contract shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
2. In addition to M&G, M&G's Affiliates may enforce:
 - i. any warranty, representation, undertaking or indemnity given to M&G in relation to the Services under the Contract (subject to the terms of the Contract); and
 - ii. any other right or benefit expressly conferred by the Contract on M&G Affiliates (such as the right to use and enjoy the benefit of the Services, or the licences granted under Clause 6;
against the Supplier as if such right or benefit had been given directly to that M&G Affiliate.
3. The parties agree that no consent from the persons referred to in Clause 16.2 is required for the parties to vary or rescind the Contract (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

17. GENERAL

1. Any failure to exercise or any delay in exercising a right or remedy provided by the Contract at law or in equity shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies.
2. The rights and remedies provided the Contract are cumulative and (subject as otherwise provided in the Contract) are not exclusive of any rights or remedies provided at law or in equity.
3. If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity, illegality or unenforceability shall not prejudice the other provisions of the Contract which shall remain in full force and effect and if such provision would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as necessary to make it valid.
4. Any notice to be served on either party shall be sent by prepaid recorded delivery or registered post to the address of the relevant party set out in the Order or by email and shall be deemed to have been received by the addressee within seventy two (72) hours of posting or, if sent by email, at the time of transmission to the email address designated by the parties in the Order, provided such day is a Working Day and if not shall be deemed to have been received on the next Working Day.
5. Neither party shall make any public announcement or issue any public circular (including a media or press release) relating to the Contract or its subject matter without the prior written approval of the other party except where any disclosure is required by any legal, accounting or regulatory authority.
6. Neither party shall use the name or logo of the other, nor any of the other's associated companies or firms, as a reference or in any advertising or promotional materials without the other's prior written consent.
7. No addition or modification of the Contract shall be effective unless made in writing and signed by the respective representatives of the Supplier and M&G.
8. The rights and remedies expressly provided to M&G herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.

18. GOVERNING LAW AND JURISDICTION

1. The Contract, any non-contractual obligations arising out of, or in connection with, the Contract and the relationship between M&G and the Supplier shall be governed by, and interpreted in accordance with, English law and the English Courts shall have exclusive jurisdiction. For such purposes each of the parties irrevocably submits to the jurisdiction of the English Courts and waives any right to claim or assert forum non conveniens.