



General Information

These General Terms and Conditions are applicable to the provision of Services and/or Deliverables to Customer as identified in the applicable Order ("AXA XL or "Customer") by the provider (the "Provider") as identified in the applicable Order. AXA XL and Provider are individually referred to as a "Party", and collectively referred to herein as the "Parties".

These General Terms and Conditions together with the applicable Order shall make up the entire agreement between the Parties for the Services, Goods and/or Deliverables as identified in the applicable Order. Subject to the next paragraph, any preprinted conditions contained in any Provider document prior agreements or understandings with respect to the scope of this Agreement are superseded and shall have no force or effect.

If there is a master services or other framework agreement effective between the Parties, such agreement shall take precedence over these General Terms and Conditions and shall govern the Order.

1. Definitions

The following definitions shall apply to the Agreement:

"Affiliate" means any Person that, directly or indirectly, controls, is controlled by, or is under common control with a specified Party.

"Deliverable" shall mean all work product and other deliverables, and all related written reports, requirements documents (including newly created data embodied therein), specifications, program materials, flow charts, notes, outlines and the like, and all intermediate and partial versions thereof, that are developed, authored, conceived, originated, prepared or otherwise created by Provider or its employees, agents or subcontractors for or on behalf of AXA XL in connection with Provider's performance of Services under this Agreement.

"Goods" shall mean tangible items provided to AXA XL by Provider as identified in the Order.

"Order" shall mean the document and any attachments thereto that describes the Goods, Services, and/or Deliverables provided by Provider to AXA XL, as well as applicable Service Levels, and the fees for such Goods or Services, including any applicable taxes and fees.

"Person" means an individual or a partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency or political subdivision thereof, or other entity.

"Personnel" means any Person performing any portion of the Provider's obligations under this Agreement, including Provider employees, agents and Representatives and any and all Subcontractors and all employees, representatives and agents thereof.

"Representatives" means, in respect of a Party, its Affiliates, and the officers, directors, employees, members, representatives, agents, advisors, contractors, and Subcontractors of such Party and its Affiliates.

"Services" shall mean professional services performed by Provider to or behalf of AXA XL.

"Service Levels" means the service levels set out in applicable Order.

"Subcontractor" means any independent contractor or other Person to whom or to which Provider subcontracts any portion of its obligations under this Agreement or an Order.

All other defined terms shall have the meaning ascribed herein.

2. No Exclusivity. Provider acknowledges that it is not being appointed as an exclusive Provider of the Goods, Services or Deliverables (or any similar set of the same).

3. Good Faith and Cooperation. In performing this Agreement, Provider shall at all times provide the Goods, Services or Deliverables in good faith and with loyalty to AXA XL and in accordance with applicable laws.

4. Method of shipment or packing – Inspection and rejection. Goods shall be packaged in a manner which assures that they are protected against deterioration and contamination. All goods shall be delivered to the "Ship to" address specified in the Order. Title and risks remain with Provider until delivery.

5. Staffing

5.1. Adequate personnel - Provider warrants that Provider's Personnel appointed to perform the Services will have the proper work authorization, qualification, skills, expertise, experience and training to adequately perform Provider's obligations as provided under this Agreement and that background checks have been performed commensurate with the role of

such Personnel in accordance with applicable law. Upon written notice to Provider, AXA XL shall be entitled to require Provider to replace any Personnel who is assigned by Provider to perform work related to a Service and bar such Personnel from accessing AXA XL premises or equipment or software if AXA XL determines in its reasonable discretion that such Personnel is unacceptable for any reason permitted under the law, including AXA XL's reasonable determination that the relevant Personnel is not qualified to perform the work to which the Personnel is assigned.

5.2. Offers of Employment - Provider shall not, without the prior written consent of AXA XL, make offers of employment to AXA XL's or its Affiliates' personnel during the course of this Agreement and for six (6) months following its expiration or termination in accordance with this Agreement unless such offer of employment is made after the relevant AXA XL or AXA XL Affiliate employee responds to a public recruitment campaign.

5.3. Access and Security - All Provider's Personnel shall comply with AXA XL's reasonable security requirements at AXA XL premises.

6. Acceptance of Deliverables

6.1. Verification of Acceptability - After delivery to AXA XL, AXA XL may examine said Goods or Deliverables to verify their acceptability. Provider will provide (at no additional cost for AXA XL) such assistance as AXA XL may reasonably require for such verification.

6.2. Acceptance - AXA XL will have ten (10) business days from the date the Good(s) or Deliverable(s) is received by AXA XL to conduct the verification of acceptability and is entitled to use its own evaluation procedures, tests and test data. Acceptance of a Good or Deliverable will solely result from AXA XL's certificate of acceptance. Payment or use by AXA XL shall not be deemed as an acceptance or a waiver of any right or remedy by AXA XL. Provider shall, at no cost to AXA XL, promptly correct any deficiencies, which prevent such Good or Deliverable from conforming to the specifications set out in an Order.

6.3. Corrective Action. If any Good or Deliverable does not conform to the specifications set out in an Order within twenty (20) calendar days after the initial verification of acceptability period as described herein, AXA XL may (i) immediately terminate this Agreement without waiving any other rights or remedies it may have hereunder and Provider shall immediately reimburse AXA XL any amounts paid with respect to the relevant Order or this Agreement; or (ii) require Provider at their expense to continue to attempt to correct the defects or deficiencies, reserving the right to terminate as aforesaid at any time.

6.4. Upon completion of the corrective action by Provider under Section 6.3, and at no additional cost to AXA XL, the verification of acceptability described in this Section 6 will be repeated until the Good or Deliverable has successfully conformed to the Specifications.

6.5. Once delivered and accepted, Provider warrants that at the time of delivery, and for a six (6) months period from acceptance date, or such longer period as the Provider ordinarily or contractually provides in respect of the Good or Deliverable (i) each Deliverable or Good will conform to the applicable Specifications and, (ii) will be free from any defects in design, materials and workmanship. If within the applicable warranty period, the Goods or Deliverables no longer conform to the Specifications, the corrective actions under Section 6.3 shall be made available to AXA XL by Provider at no charge.

7. Intellectual Property

7.1. Provider Materials - All information, materials and technology provided to AXA XL by Provider that Provider developed or acquired prior to or independently of this Agreement (the "Provider Materials") are and shall remain vested in Provider or its licensors, which shall retain all intellectual property rights therein.

7.2. Licensed Provider Materials - "Licensed Provider Materials" shall mean Provider Materials which are incorporated in any Service, Good or Deliverable. Provider hereby grants to AXA XL a nonexclusive, irrevocable, fully paid up and royalty-free license for the length of its statutory rights to reproduce, represent, adapt, modify, correct, arrange, distribute, translate, integrate, transcribe, analyze, publicly perform, use, in any manner or form, by any means, according to any current or future technology, on any media, for any purpose or destination, for any territory, and create derivative works of the Licensed Provider Materials for the benefit of AXA XL or its Affiliates.

7.3. AXA XL Information and Materials - All information, materials and technology provided to Provider by AXA XL or any of its Affiliates including modifications, changes and derivatives thereto whether or not



created as part of the Services or Deliverables (the "AXA XL Materials") are and shall remain vested in AXA XL, its Affiliates or its licensors, which shall retain all intellectual property rights therein. Provider may use AXA XL Materials for the sole, exclusive and limited purpose of performing the Services or providing the Deliverables in compliance with the terms and conditions of the applicable Order and this Agreement. Provider shall comply with the terms of any license or other agreement applicable to such AXA XL Material.

7.4. AXA XL Ownership Rights - Pursuant to this Agreement and except for Licensed Provider Materials, Provider assigns to AXA XL, as soon as they are created all ownership rights in the Deliverables. If such ownership rights are legally incapable of being assigned, then Provider shall assign to AXA XL the exclusive right to reproduce, represent, adapt, modify, correct, arrange, create derivative works, distribute, translate, integrate, transcribe, analyze, publicly perform, use, in any manner or form, by any means according to any current or future technology, on any media, for any purpose or destination, for any territory; to authorize others to do the same; for the duration of the legal protection applicable to the Deliverables.

8. Representations and Warranties

8.1. Provider warrants to AXA XL that it possesses and shall maintain the skills, resources and expertise to provide the Services and Deliverables in accordance with the terms and conditions of this Agreement.

8.2. Provider warrants to AXA XL not to subcontract all or part of this Agreement (except with the express prior consent of AXA XL) and that all Goods, Services and Deliverables provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality and integrity.

8.3. Provider shall perform its obligations under this Agreement in a manner that will minimize any interference with AXA XL's and its Affiliates' normal business operations and in accordance with AXA XL's policies and instructions as provided in writing to Provider from time to time.

8.4. Provider warrants that it shall only use AXA XL Materials, for the sole, exclusive and limited purpose of performing the Services in compliance with the terms and conditions of this Agreement.

8.5. Provider warrants that it shall comply with the terms of any license or other agreement applicable to such AXA XL Material

8.6. Provider warrants it shall not sell or market any AXA XL Materials, data or information to third parties.

9. Fees & Payments

9.1. Fees - The Fees constitute the totality of charges for which Provider may bill AXA XL in connection with the provision of Services and performance of its obligations under this Agreement. Notwithstanding any agreed payment schedule, payment of the Fees is conditional upon prior acceptance of the Good, Service or Deliverable.

9.2. Payment - All Fees payable to Provider under this Agreement shall be detailed, categorized and clearly stated on an invoice. All invoices shall clearly refer to this Agreement. All undisputed invoices are payable within forty-five (45) days of invoice issuance date or within a period as per applicable regulation. In the event of payments not received from AXA XL by the due date, any sum due to Provider will bear automatic late payment interest, as per applicable regulations.

9.3. The Provider shall send its invoices to AXA XL no later than five (5) business days after the issuance date of the invoice. In case of non-compliance, AXA XL may request the cancellation of the concerned invoice within ten (10) business days after the reception date, in order to be reissued with a new date and resent no later than five (5) business days.

10. Taxes

10.1. Unless otherwise stated on the Order, the Fees and other amounts payable pursuant to this Agreement are exclusive of, and AXA XL shall pay, all applicable taxes including VAT, national governmental, state, local, municipal or other sales, use, transfer, excise, property and other taxes and duties imposed with respect to the delivery of the Services or any Deliverable ("Transaction Tax") and their supplying to AXA XL. Such Transaction Taxes shall be included on the same invoice as the Service Fee for which they relate.

10.2. For Services invoiced from a foreign country, AXA XL reserves the right to ask Provider to provide a certificate of tax residence. Provider shall submit to AXA XL a certificate of tax residence to its name and

delivered by the authorized and applicable administrative authority (hereafter the "Certificate"). Payment to Provider of non-contested amounts pursuant to this Agreement will be contingent upon possession by AXA XL of the Certificate and to its validity for the period of time corresponding to the concerned amounts. In consequence, Provider warrants, for the entire duration of this Agreement and on an annual basis, to provide AXA XL with the appropriate Certificate. If required by law, AXA XL may withhold income taxes on the amounts payable to Provider. AXA XL shall remit such withholding taxes to the tax authorities as legally required. Where applicable and permitted by law, AXA XL will cooperate with Provider if Provider seeks to claim a tax credit.

10.3. AXA XL and Provider shall cooperate to segregate the Service Fees into the following separate payment streams: (a) those for taxable Services; (b) those for non taxable Services; and (c) those for which sales, use or other similar tax has already been paid. Provider will identify the locations where Services and other items will be delivered. In addition, each of AXA XL and Provider shall reasonably cooperate with the other to more accurately determine a Party's tax liability, to minimize such liability, and for any refund claims, to the extent legally permissible. Provider shall provide adequate detail on the invoices to clarify the appropriate sales tax application. AXA XL shall obtain and provide to Provider any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax, added value tax, use tax or other tax liability as applicable.

10.4. Each party shall bear taxes on its net income, assets, capital, or franchise. Each party shall bear property taxes on property or equipment it owns.

10.5. Provider shall be responsible for any (i) taxes imposed in the nature of any Provider employee or contractor withholding taxes, FICA, Medicare taxes, any taxes or associated expenses relating to long-term or short-term assignments, unemployment insurance or other taxes relating to Provider or contractor personnel performing services under this Agreement or any component thereof; (ii) taxes imposed on, with respect to, or in connection with Provider's purchase of any supplies, materials, equipment, software or services for use in providing the services under this Agreement or any component thereof and (iii) taxes, penalties and interest related to taxes collected by Provider from AXA XL which Provider fails to remit to the applicable tax authority

10.6. For Software purchases, Provider will make all reasonable efforts to allow for electronic downloads. To the extent that software is delivered by the Provider to AXA XL through electronic methods, such electronic methods shall be noted on the applicable invoice.

10.7. Taxes not covered herein shall be mutually agreed.

11. Confidentiality

11.1. For the purposes of this Agreement, a Party's "Confidential Information" shall mean any information disclosed, directly or indirectly, by the disclosing Party or its Affiliates ("Disclosing Party") to the receiving Party and its Affiliates ("Receiving Party"), whether formally identified as confidential or not including, without limitation, customer lists, records, reports, analyses, financial statements, compilations, studies, forms, business or management methods, business plans, marketing data, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, know how, ideas, inventions, market information, marketing plans, processes, products, product plans, product content and description, trade secrets or any other information and any information otherwise obtained, directly or indirectly, by the Receiving Party through inspection, review or analysis of the disclosed materials. Confidential Information may take any form, tangible or not, and may be communicated orally, in writing, by electronic or magnetic means or media, by visual observation and by other means, and all copies, extracts and summaries thereof.

11.2. A Party shall not use, disclose to any third party, commercially exploit, duplicate, copy, transmit or otherwise disseminate, or permit any of these actions, at any time prior to or after the termination of this Agreement except for the purposes authorized by this Agreement. Each Party shall (i) treat the Confidential Information of the other Party as strictly confidential; (ii) shall implement adequate security and safety measures to protect Confidential Information, and shall (iii) promptly notify the Disclosing Party if it becomes aware of any unauthorized use disclosure, loss of any its Confidential Information, such notice to include steps taken or planned by the Receiving Party to remedy the situation. A Party will be entitled to disclose Confidential Information strictly as required by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal duty or requirement to disclose. In such an event, Provider shall provide at least 10 days written notice to AXA XL or as soon as is legally permitted. This Section 11



"Confidentiality" shall remain in force for the term of the applicable Order) and for a period of five (5) years after its expiration or termination or any longer period as may be required by law.

11.3. The Provider expressly acknowledges that the obligations of confidentiality in this Agreement do not preclude AXA XL from sharing information concerning and including this Agreement (including but not limited to any Order or similar documents agreed between the Parties) with Affiliates of AXA XL.

12. Information Security Requirements: Provider shall comply with the following:

12.1. Definitions: The following definitions shall apply to this Section 12 Information Security Requirements:

12.1.1. "AXA XL Data" means all AXA XL and its Affiliates' data processed by the Provider on AXA XL's behalf including information relating to identified or identifiable individuals.

12.1.2. "Information Security Event" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, AXA XL Data, transmitted, stored, or otherwise processed.

12.1.3. "AXA XL Personal Data" means all personal data processed by the Provider on the Customer's behalf including AXA XL Restricted Data.

12.1.4. "AXA XL Restricted Data" means sensitive data and personally identifiable information (as defined under the EU Data Protection Directive 95/46/EC) (PII); information that if disclosed to unauthorized individuals could have a significant impact on AXA XL's legal or regulatory obligations or on its financial status, customers or franchise; information related to identity authentication including passwords and personal identification numbers (PINs); any form of a cryptographic key, financial information regarding AXA XL's former, current and/or prospective clients and employees, and all other information which is subject to applicable laws regarding privacy and/or information security.

12.2. Principle Security Considerations: Provider hereby represents and warrants that they have implemented a comprehensive cybersecurity program with policies and procedures that include the below listed requirements. Provider also represents that AXA XL Data is protected against risk when a Provider hosts, transfers or manipulates in any way or has logical or physical access. Provider warrants that it has reviewed its subcontractor's security environment to ensure it meets applicable requirements, industry standards and laws.

12.3. Information Security Management System Requirements. Provider represents it has assigned accountability, either internally or externally, for oversight of its cybersecurity program, and that AXA XL Data is adequately protected, operating as intended, and all hosting environments incorporate industry best practices, as defined by the ISO and International Electrotechnical Commission ("IEC") Standards 27001 and 27002. This includes but is not limited to the following areas:

12.3.1. Asset Security. The electronic form of Customer Data must be encrypted at all access points both in transit and at rest. Safeguards need to be applied to both physical and/or logical format;

12.3.1 Security Operations. Malware and anti-virus products must be installed, running, updated and maintained on all hardware including, but not limited to, personal computers, laptops, servers, internet gateways, routers, switches, mobile devices, mail servers, etc. Internet gateways, LAN servers and mail servers must automatically check to detect the presence of malware and must be configured to segregate and/or clean known viruses and associated file attachment types;

12.3.2 Operations Backup, Disaster Recovery ("DR") and Business Continuity Management ("BCM"). Backup procedures are documented and full data backup should be performed between Friday and Sunday. Full backups are retained for at least one year or in accordance with all regulations. Documented DR and BCM plans and testing evidence may be requested by Customer from time to time;

12.3.3 Independent Control Reviews. Provider agrees to provide AXA XL with an SSAE18 or other comparable independent control assessment report annually for the duration of the Agreement and document all findings. Additionally, Provider will supply AXA XL at minimum an annual Ethical Hack/Penetration test report that does not contain proprietary information. Provider agrees to provide

evidence that all externally facing critical and high findings have been mitigated;

12.3.4 Access Control. Controls must be demonstrable through Provider's written policies and procedures in the areas of physical and environmental security including but not limited to all (i) hardware, (ii) physical access to any equipment that contains AXA XL Data, (iii) any mobile storage device or other access on the desktops that enable employees to remove data from the premises, (iv) password configuration, (v) user IDs, (vi) administrative IDs, networks, (vii) operating systems, (viii) application and information, (ix) mobile computing and teleworking. Additionally, Provider must show policy and procedures for: (a) Multi-factor authentication for all AXA XL Data; (b) Limiting access to AXA XL Data to only those who need to know in order perform the obligations this Agreement and/or (c) Assigning its system access rights on an as-needed basis and in accordance with the principle of least privilege;

12.3.5 Change Management, Systems Acquisition, Development and Maintenance. Any changes to AXA XL infrastructure or to endpoint security settings required by the project must be expressly agreed to and documented in the Order. AXA XL consent is required before a device is connected to the Customer network. This includes but is not limited to controlled and secure system development processes and change control processes for any environment handling Customer Data. Provider agrees to provide written system development policies and procedures upon request; and

12.3.6 Compliance. Provider should have a written and active governance monitoring process. Upon request, Provider will provide copies of their data privacy and information security policies and procedures. Provider acknowledges that it provides cyber security training for all employees as an important part of its overall cyber security program.

12.4 Information Security Audit and System Monitoring. Provider agrees: (a) that AXA XL or its auditors will be permitted to audit all materials related to the services provided to AXA XL upon 72 hour notice except in case of an Information Security Event where AXA XL will have the immediate right to audit without prior notice; and (b) to retain all system logs for a period of 3 years and to allow access to those logs to external professionals engaged by AXA XL for the purpose of aiding an investigation into a confirmed Information Security Event of their network.

12.5 Data Handling. Provider agrees: (a) Not to disclose or use any AXA XL Data except to the extent necessary to carry out its obligations under this Agreement; (b) not to disclose AXA XL Data to any third party, including its third party service providers without the prior written consent of AXA XL and subject to the requirements of this Agreement; (c) to enable integration with our active directory for single sign on or if applicable federated access; (d) AXA XL Data shall not be accessed from or stored at any physical location, other than those locations agreed between AXA XL and the Provider. The Provider will not change the location without AXA XL's permission which shall not be unreasonably delayed or withheld; (e) Provider will not use software tools with an ability to scan AXA XL's network or to use any other method to gather information from the AXA XL network; and (f) Provider will return all AXA XL Data upon termination of the Agreement. If it is agreed that the AXA XL Data cannot be returned then all physical and electronic copies of AXA XL Data stored by the Business Partner will be destroyed in a manner that complies with relevant legislation and regulatory requirements.

12.6 Information Security Event Management.

12.6.1 Provider has an established Security Incident Response Team (SIRT) and response plan in place.

12.6.2 Provider will notify the AXA XL of any Information Security Event no more than 72 hours after discovery by email with a read receipt to IPSecurity@xlcatlin.com and to the primary AXA XL business contact.

12.6.3 If the Provider becomes aware of any Information Security Event affecting AXA XL Data, Provider shall: (a) immediately commence all commercially reasonable efforts to investigate, correct the causes, and remediate the situation; (b) notify AXA XL without undue delay; and (c) provide AXA XL with full and prompt cooperation and assistance in relation to any notifications that AXA XL is required to make as a result of the Information Security Event.

12.6.4 Provider shall not report any security incidents involving AXA XL Data to any Regulator or the data subjects until instructed by AXA XL unless required to do so in compliance with applicable laws



or regulation. The Parties shall immediately endeavour in good faith to reach agreement on the need and nature of such notification.

12.6.5 Provider shall reimburse AXA XL for costs incurred in regulatory fines and providing individuals notice of an Information Security Event and any other communications, complimentary credit monitoring services, credit protection services, credit freezes, credit fraud alerts and/or similar services as required by law.

12.7 Miscellaneous

12.7.1 In the event of inconsistencies between the provisions of this Section 12 and other another section of this Agreement, this Section 12 shall prevail with regard to the Parties' data security obligations relating to AXA XL Data. In cases of doubt, this Section 12 shall prevail, in particular, where it cannot be clearly established whether a clause relates to a party's obligations under this Section 12.

13. Data Privacy

13.1. Over the course and during the term of this Agreement, Provider shall not have access nor receive personal data from AXA XL (or from any other of AXA XL's Affiliates or third party related to AXA XL). In the case where Provider would receive Personal Information from AXA XL, Provider shall act as a "data processor" pursuant to applicable data protection and privacy laws' provisions and regulatory requirements. As such, Provider shall comply with all provisions and requirements in protecting the fundamental rights and freedoms of individuals, their right to privacy with respect to the processing of personal data, or with similar applicable laws in relation to the processing of personal data. In addition to any data privacy and security requirements set forth in the Agreement, Provider shall comply with the following:

13.2. Definitions

13.2.1. "Authorized Third Party" means a Relevant Provider and any attorney, financial advisor or consultant engaged by Provider.

13.2.2. "Personal Information" means information processed by Provider pursuant to the Agreement that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

13.2.3. "Processing" means any operation or set of operations that is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

13.2.4. "Relevant Provider" means any subcontractor, Provider or other third-party Provider has engaged who will have access to Personal Information relating to Provider's performance of its obligations under the Agreement.

13.3. Restrictions on Processing

13.3.1. Provider shall process Personal Information only to the extent reasonably necessary to carry out its obligations under the Agreement.

13.3.2. Promptly upon request by AXA XL, Provider shall (and shall require each of Authorized Third Party) either, at the election of AXA XL, return (in a format satisfactory to AXA XL) or destroy Personal Information (including all documents and materials containing such Personal Information, and all copies thereof). Provider shall provide AXA XL with written certification of such return or destruction within 10 days after AXA XL's return or destruction request.]

13.3.3. Provider and each Authorized Third Party may retain Personal Information to the extent required to comply with its established record retention policies. To the extent that Provider or an Authorized Third Party retains Personal Information (in any form) under this Section, at the end of such retention period, Provider or such Authorized Third Party shall destroy all such retained Personal Information. All such Personal Information retained by Provider or any Authorized Third Party pursuant to this provision shall remain subject to the restrictions hereof.

13.3.4. Destruction of Personal Information shall be done using secure facilities to render the information unreadable and undecipherable.

13.3.5. All restrictions of this Section 13 shall continue for such time as Provider (or any Relevant Provider or attorney, financial

advisor or consultant of Provider) has access to or possession of Personal Information.

13.4. Authorized Third Parties

13.4.1. Provider may disclose or provide access to Personal Information to Authorized Third Parties, subject to the restrictions and requirements hereof.

13.4.2. Provider may disclose or provide access to Personal Information to Relevant Providers only with AXA XL's prior written consent (which shall be deemed to be given to the extent otherwise authorized pursuant to the Agreement) and subject to the requirements of this Agreement.

13.4.3. Provider may disclose or provide access to Personal Information pursuant to Sections 13.4.1 and 13.4.2 above only to the extent that Authorized Third Parties (a) have a need to process such Personal Information for Provider to perform its obligations under the Agreement; and (b) have been obligated by written contract to processing restrictions no less restrictive than those herein.

13.4.4. Required Disclosures. If Provider (or any Authorized Third Party) is required or permitted by applicable law or requested by legal process, civil investigative demand or similar process to disclose any Personal Information other than as expressly permitted herein, Provider shall notify AXA XL immediately upon receipt of such request or before disclosing as may otherwise be permitted so that AXA XL may seek an appropriate protective order, waive compliance with the restrictions in this Section 13, or take other appropriate action. Any such disclosure by Provider pursuant to the preceding sentence shall be limited to the extent required or permitted by applicable law, or order, subpoena, regulatory requirement, or litigation disclosure. Provider shall reasonably cooperate with AXA XL in any effort made by AXA XL to seek a protective order or other appropriate protection of Personal Information, at AXA XL's expense if such disclosure is required; otherwise, such cooperation will be at Provider's expense.

13.5. Compliance. Provider shall comply fully with all applicable laws, regulations, and government orders relating to Personal Information and data privacy with respect to any such data that Provider processes in connection with the performance of services for AXA XL. Any communication or notification on any personal data protection matter within the Agreement (including, but not limited to: personal data breach, exercise of data subjects' rights etc.) shall be sent by email to the following address: dataprivacy@axaxl.com.

14. Import/Export Laws. Where applicable, Provider represents that it shall comply with any applicable export/import laws and regulations, as amended, and the rules and regulations issued thereunder insofar as they pertain to the import, export, installation, use and manufacture of Services provided under this Agreement. Provider's responsibilities under this Section shall include filing all required documentation (including all export and import documentation) and obtaining all necessary permits or licenses required to provide and deliver the Services and Deliverables. Provider shall act as the exporter of record for all Services and shall be responsible for payment of all charges attributable to the export or import of the Services, including all duties, taxes, freight and insurance.

15. Insurance. The Provider shall: (a) maintain in full force and effect for the duration of this Agreement and for a period of three (3) years following termination insurance supporting any of the losses which AXA XL may suffer under or in connection with this Agreement and (b) provide AXA with a copy of its certificate of insurance cover maintained in accordance with this Section 15 within thirty (30) days of receiving a written request from AXA.

16. Regulatory Requirements. The Provider acknowledges that members of the AXA Group are subject to regulation in the countries in which such members operate. These requirements may include requirements relating to outsourcing where they apply to this Agreement and/or any Order entered into pursuant to its terms. The members of the AXA Group need to be able to comply with the requirements of their Regulators and all applicable Law and regulatory requirements of the countries in which they operate. The Provider agrees that it shall give each member of the AXA Group all assistance that it reasonably requires to comply with these requirements. Such assistance may include modifying the nature and extent of the Services to be provided by the Provider under this Agreement and Statements of Work entered into hereunder. The Provider further agrees that it shall co-operate with any Regulator in connection with the provision and any other aspect of the Services.



17. Indemnification. Provider shall defend, indemnify and hold AXA XL, its Affiliates, and the officers, directors, employees, agents, and representatives of AXA XL and its Affiliates (collectively, "AXA XL Indemnitees") harmless from and against all costs, claims, demands, losses, expenses and liabilities of any nature whatsoever, including reasonable attorneys' fees and court and expert costs (collectively, "Losses") incurred or suffered by such AXA XL Indemnitees arising out of, or in connection with, any third party claim, demand, or cause of action (each, a "Claim") based upon or arising out of: (i) the negligence or willful misconduct of Provider or any Personnel; (ii) Provider's breach of this Agreement or any representation, warranty or covenant hereof; (iii) any alleged infringement or other violation by any Goods, Deliverables or Services (or any portion thereof) of the patent, copyright, trade secret or other proprietary or privacy right of any Person; (iv) personal injury or damage to tangible personal property caused by Provider or any Personnel; (v) any claims by Personnel for any compensation or benefits of any kind or nature and/or (vi) any breaches of law or the confidentiality, data privacy or data security provisions in this Agreement. This Section 17 Indemnification shall survive the termination or expiration of this Agreement.

18. Limitation of Liability EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT FOR DIRECT DAMAGES SHALL NOT EXCEED IN THE AGGREGATE, FOR BOTH PARTIES, TWO (2) TIMES THE VALUE OF THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY (A) FOR DEATH OR PERSONAL INJURY OR LOSS OF OR DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY; (B) ARISING OUT OF A BREACH OF SECTION 7 INTELLECTUAL PROPERTY RIGHTS, SECTION 11 CONFIDENTIALITY, SECTION 12 SECURITY, SECTION 13 DATA PRIVACY, SECTION 16 REGULATORY REQUIREMENTS, WHETHER CATEGORIZED AS DIRECT OR INDIRECT DAMAGE, (C) FOR LOSS OF, CORRUPTION TO, ALTERATION AND/OR RESTORATION OF AXA XL DATA, (D) FOR WILFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE; AND (E) PROVIDER'S LIABILITY UNDER ANY WARRANTY AND/OR INDEMNITY SET OUT IN THIS AGREEMENT.. This Section 18 Limitation of Liability shall survive the termination or expiration of the Agreement.

19. Termination

19.1. In the event of a material breach by either Party of any of the terms, conditions, obligation or warranty of the Agreement, which is not cured by the breaching Party within thirty (30) days after written notice by registered letter with acknowledgement of receipt or equivalent thereof, the other Party may terminate the Agreement in whole or part.

19.2. AXA XL may terminate this Agreement for convenience upon thirty (30) calendar days prior written notice to Provider. Except where disputed or agreed otherwise by the Parties, AXA XL shall pay Provider for all Services performed to the effective date of termination

20. Force Majeure

20.1. Neither Party shall be responsible for failure or delay of performance if caused by an act of force majeure such as circumstances beyond the reasonable control of either Party, which such circumstances shall include (without limitation) any flood, riot, act of terrorism (cyber or physical) or fire (the "Force Majeure Event").

20.2. The Provider will give AXA XL prompt notice in writing if a Force Majeure Event appears likely to delay deliveries and/or performances of services and shall take appropriate action to avoid or minimise such delay. If any such default or delay threatens to impair Provider's ability to meet delivery requirements for its material, supplies and services, AXA XL may without penalty terminate this Agreement or any affected part of the Order.

21. Audit

21.1. Record Keeping - Provider shall keep detailed records of all activities carried out in connection with the provision of the Services, ("Service Records"). Provider shall retain the Service Records in accordance with minimum retention periods required by the applicable law ("Retention Period").

21.2. Audit Scope - Subject to Provider's reasonable security requirements, AXA XL may audit Provider's books, records and other

documents to assess Provider's compliance with this Agreement (the "Audit")., Provider shall provide AXA XL, upon written request, copies of reports resulting from audits performed by independent, qualified external auditors engaged by Provider that assess the internal controls and information security related to the Services ("Provider Audits").

21.3. Provider shall cause any Personnel/Subcontractors engaged to directly provide Services or Deliverables to AXA XL, to permit AXA XL to conduct an audit pursuant to this Article of material components of the Goods, Services or Deliverables provided to AXA XL.

21.4. Regulatory Audit - Provider agrees, and shall procure that its Subcontractors agree, to allow a Regulator to carry out an audit in connection with this Agreement as the Regulator so wishes and the Provider shall, and shall procure that its Subcontractors shall, comply, with any Regulator or other public authority or their representatives.

21.5. Periodicity - Audits may be carried out once a year with a reasonable notice unless such Audit is required by AXA XL for reasons of suspected fraud or noncompliance with security and confidentiality requirements set out in this Agreement or is required by a regulatory agency or other public authority, , and may be conducted by AXA XL a designee of AXA XL or a regulatory agency or other public authority. ("AXA XL Auditors").

21.6. Cooperation - Provider shall provide AXA XL Auditors with such information (including copies if required), reasonable assistance and access during normal business hours and as necessary to fully and promptly conduct the Audit.

21.7. Report and Follow-up. Should the Audit report identify a breach of Provider's contractual obligations, Provider undertakes (i) to cure the default(s) within ten (10) business days. If necessary, Provider shall perform at its own cost any necessary actions required by a regulatory agency.

21.8. Cost - The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Article. If an Audit reveals any irregularities or breaches from Provider, Provider shall (i) at its own cost, take all corrective measures to ensure compliance, and (ii) without prejudice to any other remedies available, compensate AXA XL for the Audit's internal and external cost and any re-auditing.

25 Corporate Responsibility

26.1 Provider represents and warrants to AXA XL that it complies with the international and national laws applicable to the Agreement and undertakes to comply with those laws during all the duration of the Agreement (including any possible amendments made to those laws during the term of this Agreement), relating to:

- human rights and individual fundamental freedoms, in particular the prohibition of child labour and any other form of forced labour and any type of discrimination as regard staff recruitment or management;
- embargoes, arms and drug trafficking and terrorism (including financing); trade, import and export licences and customs requirements;
- the health and safety of employees and third parties;
- employment, immigration and the ban on using undeclared workers;
- environmental protection;
- fraud, theft, misuse of company property, counterfeiting, forgery and use of falsified documents, and any related offences;
- fight against money laundering;
- competition law.

26.2 Provider acknowledges that AXA XL adheres to certain values and principles designed to ensure that AXA XL does business in a socially responsible manner by promoting sustainable development in its business through commitments towards its principal stakeholders (customers, providers, employees, shareholders, investors and community groups). Such principles and values are outlined in the following international standards which are reflected in AXA XL's corporate responsibility policies:

- the United Nations Universal Declaration of Human Rights,
- the core standards of the International Labour Organization,
- the Guiding Principles for the implementation of the United Nations "Protect, Respect, Remedy" Framework ("Ruggie Principles"),
- the UN Global Compact,
- the UN Principles for Sustainable Insurance,
- the UN Principles for Responsible Investment,
- the Task Force on Climate-related Financial Disclosures (TCFD),



- the Global Deal (OECD),
- the United Nations-convened Net-Zero Asset Owner Alliance.

26.3 Provider hereby undertakes to manage its activities in compliance with (a) the United Nations Universal Declaration of Human Rights and (b) the core standards of the International Labour Organization (the "**Core International Standards**").

26.4 Provider uses its best efforts to ensure that the persons under its control, its providers and its sub-contractors comply with the international and national laws applicable to the Agreement as set out in paragraph 1 and with the Core International Standards as set out in paragraph 3.

26.5 In the event that AXA XL notifies Provider or Provider becomes aware that any of its business practices are contrary to the undertakings, representations and warranties provided for by this Clause, Provider agrees to remedy the practice in question in cooperation with AXA XL and notify AXA XL of the correction it made. In the event Provider does not appropriately address the issue in question within the timeframe agreed with AXA XL or if it commits subsequent violations, AXA XL may, immediately, terminate this Agreement for material breach without liability of any kind.

26.6 Provider undertakes to actively cooperate with AXA XL and to take actions to allow AXA XL to fulfil its legal obligations arising under its duty of vigilance provided for by French law no 2017-399 of 27 March 2017. To this end, within the scope of the vigilance plan established by AXA XL, the Provider undertakes to comply with any reasonable request the AXA XL may have in relation with the implementation of the measures set out in its vigilance plan as defined in AXA's annual report.

26.7 AXA XL may require Provider to provide it, every two year, with an evaluation of Provider carried out by a third-party auditor approved by AXA XL of its compliance with the requirements set out in this Clause. The assessment report shall be provided by Provider to AXA XL within three months following the request of the AXA XL and not be dated more than one year before the date it is communicated to AXA XL.

27 Anti-corruption and AML/FT

27.1 The Provider acknowledges that AXA XL: (i) is committed to abide by the applicable laws prohibiting bribery; and (ii) has implemented and will maintain within its organisation policies, including but not limited to the Group Compliance and Ethics Guide, that prohibit any such actions by its officers, employees, affiliates, agents, subcontractors, and any other third parties acting on its behalf.

27.2 Provider represents, warrants and covenants that, in connection with this Agreement:

(i) Neither Provider, nor its officers, employees, affiliates, agents, subcontractors, nor any other third party acting on its behalf, have committed or will commit any bribery of an AXA XL's officer, employee, affiliate, agent, subcontractor, or any other third party acting on its behalf; and

(ii) Provider has implemented and will maintain adequate anti-bribery policies and controls in place to prevent and detect bribery throughout its organisation, whether committed by its officers, employees, affiliates, agents, subcontractors or any other third party acting on its behalf.

27.3 To the extent permitted by the applicable law, Provider shall notify AXA XL immediately upon becoming aware or upon becoming reasonably suspicious that an activity carried out in connection with this Agreement has contravened or may have contravened this Article or any anti-bribery law or regulation.

27.4. AXA XL may at any-time request evidence of Provider's compliance with its obligations under this Article. To the extent permitted by the applicable law, AXA XL may also at any time request from the Provider a list of all gifts and entertainment and any other benefits in excess of Euros 500 (unless another amount is indicated in the Agreement) cumulatively, offered or provided by or on behalf of the Provider to officers, employees, affiliates, agents, subcontractors, or any other third party acting on its behalf.

27.5. AXA XL may terminate the Agreement with immediate effect upon written notice - as of right and without any judicial authorisation - if during the term of the Agreement the Provider is convicted of an act of Bribery or fails to comply with this Article or any anti-bribery law or regulation even if not connected to this Agreement. To the extent permitted by the applicable law, Provider shall indemnify AXA XL, its officers, employees, affiliates, agents, subcontractors, or any other third party acting on its

behalf, against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against these indemnified parties as a result of any breach of this Article.

28 Fight against fraud. AXA XL fights all forms of fraud, both internal and external. Provider undertakes to contribute to the fight against fraud by verifying, in particular, the reliability of the information it collects and by declaring without delay any fraud or attempted fraud of which it becomes aware. It also undertakes to cooperate faithfully in any investigation by AXA XL's internal departments or external authorities.

29 Ethics and compliance program. AXA XL applies the highest standards in terms of ethics and integrity in the conduct of its activities and has notably established a Compliance and Ethics Code and an Anti-corruption Code of Conduct that govern the conditions under which its employees must conduct their activities and their relationships with third parties. In this respect, AXA XL expects its Providers to share the same highest standards. AXA XL's Code of Ethics is available on its website at the following address:

<https://www.axa.com/en/newsroom/publications/compliance-ethics-guide>

30 Dispute Resolution

30.1 Provider and AXA XL shall meet as often as shall reasonably be required to review the performance of the Parties under the applicable Order and to resolve any disputes. The Parties agree that they shall first attempt to resolve any dispute arising pursuant to this Agreement amongst themselves prior to commencing any mediation or other legal proceedings. If a dispute cannot be resolved within thirty days, the Parties may seek legal remedies as provided herein. Except as otherwise specifically provided, neither Party shall terminate this Agreement for breach, initiate arbitration or other dispute resolution procedures unless and until this dispute resolution procedure has been employed or waived.

30.2 Except where clearly prevented by the area in dispute, both Parties shall continue performing their obligations under the applicable Order(s) while the dispute is being resolved under this Article unless and until the dispute is resolved or this Agreement is terminated as provided herein.

31 Governing Law & Competent Court. The validity and effectiveness of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Customer Address, without giving effect to the provisions, policies or principles of any (state) law relating to choice or conflict of laws. Subject to Section 30 Dispute Resolution, the local courts at Customer Address shall have jurisdiction to decide all disputes relating to this Agreement, notwithstanding any plurality of defendants or claims for guarantee, even for emergency attachment proceedings, interim or *ex-parte* proceedings. "Customer Address" means the Customer's address identified in the Order Form.

32. Relationship. Nothing in this Agreement shall constitute or be deemed to establish a partnership, joint venture, association or employment relationship between the Parties, and neither Party (nor, in respect of Provider, any of its personnel) thereof shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose. Provider shall be fully responsible for all acts and omissions of personnel, and for all compensation of the personnel. Under no circumstances shall AXA XL be responsible (i) for the payment of workers' compensation, disability or unemployment benefits, unemployment insurance, or other benefits or plans extended by AXA XL to its employees on behalf of or relating to any of the Provider personnel, (ii) for withholding any income taxes or social security taxes in respect of any Provider personnel, or (iii) for reporting as income any compensation received by Provider by AXA XL.

33. Assignment & Subcontracting Provider shall not assign or otherwise transfer any benefit or obligation arising under this Agreement without the prior written consent of AXA XL.

34. Operational Resilience. The Provider warrants to have and maintain during the Term of this Agreement an appropriate Operational Resilience Program within its organization. That program shall be reviewed annually, tested to ensure the capabilities are in place to not only recover the business but all services provided to AXA XL and updated where necessary. Both parties shall determine the following operational resilience objectives where appropriate (i.e. Recovery Time Objective, Recovery Point Objective, Minimum Business Continuity Objective and Minimum Acceptable Outage). AXA XL shall have the right to avail itself from Section 19.1 (Termination for cause or default) where the standard of the Provider's Operational Resilience Program declines, and gaps occur or when relevant operational resilience objectives are not met. "Operational Resilience Program" shall mean the program, process and procedures developed by Provider to ensure its ability to protect its



Personnel, customers and brand by sustaining critical services to its customers at acceptable levels while responding to expected and unexpected disruptions and adapting to changes in Provider's operating environment. The Operational Resilience Program shall include, but is not limited to, crisis management, business continuity management and IT service continuity in collaboration with the Provider's security department and operational risk department, as well as any other risk management disciplines

35. Publicity. Provider shall not mention nor use in any communication the AXA logo or the name of AXA XL or of a Company of the AXA Group, their trademarks, products or services without AXA XL's prior written consent.

36. Severability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. If any court of competent jurisdiction shall deem any provision of this Agreement too restrictive, the other provisions hereof shall stand, and the court shall modify the provisions at issue to the point of greatest restriction permissible by law.