



## STANDARD TERMS OF BUSINESS

### 1. The Engagement

#### 1.1. The Engagement Terms – In these terms of business:

1.1.1. “the Client” means the person or party specified in the acceptance of instruction correspondence issued by Criterion in relation to its engagement by the Client or with whom Criterion has otherwise contracted to provide Loss Adjusting Service (“the Engagement”) in respect of the relevant matter (the “Matter”). Criterion shall issue the appropriate report and recommendations (the “Report”) in relation to the Matter in accordance with the specifications set out in Schedule 1.

1.1.2. “Criterion” means **CRITERION ADJUSTERS LIMITED** and any of its trading divisions or affiliates instructed by, or on behalf of, the Client, including any Criterion personnel (as defined in clause 6.5) involved in the Engagement.

Unless otherwise agreed, these terms of business supersede any other agreement or arrangement (whether written or oral) previously agreed between Criterion and the Client in relation to the Matter. In the case of a conflict between these terms of business and any other terms agreed with the Client, these terms of business will prevail.

1.2. **The Criterion Team** – Criterion will make reasonable efforts to ensure that those of its personnel notified to the Client are available to work for the Client on the Engagement. Criterion will endeavour to give the Client reasonable notice of any necessary change in such personnel and provide details of their proposed replacements.

1.3. **Timetable** – Criterion will make reasonable efforts to adhere to any timetable agreed in writing with the Client. For the avoidance of doubt, time is not of the essence to Criterion's performance of the Engagement, unless Criterion has expressly agreed otherwise in writing.

1.5. **Instructions via third parties** – Unless otherwise instructed by the Client, where Criterion is instructed by a broker or other third party on behalf of the Client, Criterion shall be entitled to accept and rely on instructions from such broker or third party as if those instructions were given by the Client and the Client hereby expressly authorises Criterion to liaise and share information (including any of its reports relating to the Matter) with any such broker or third party. For the avoidance of doubt, where Criterion provides a report to a broker or third party pursuant to this clause, it shall be deemed to have provided such report to the Client.

1.6. **Reparation Work**– In addition to the provision of Loss Adjusting Services, Criterion may, but only upon the instruction or request of the Client, be requested to appoint an agent for the Client either of the following to carry out repairs to and/or the replacement of property (the “Reparation Work”). For the sake of clarity, Reparation Work is not part of Loss Adjusting Services:

- a. a supplier identified in the Client’s list of suppliers provided to Criterion by the Client from time to time regarded by Client as being preferred suppliers of Client in respect of the provision of Reparation Work (the “Client Approved Service Provider”);
- b. a person who is or may be instructed by Criterion, in accordance with this clause to carry out Reparation Work, other than a Client Approved Service Provider (the “Service Provider”), or

provided that prior to appointing any Service Provider or an Client Approved Service Provider under this clause, Criterion shall take reasonable steps to ensure that such supplier has the necessary resource, time, skill and experience to provide the relevant Reparation Work and that the price which such supplier intends to charge in connection with the relevant Reparation Work is competitive.

Criterion represents, warrants and undertakes that it has carried out such due diligence (the results of which shall be shared with Client upon request) as is necessary in order to satisfy itself that each Service Provider has the necessary ability, resources, integrity and commitment to carry out the

Reparation Work in accordance with the provisions of this Agreement and that it shall undertake similar investigation in respect of any new Service Provider and satisfy itself and the Client of the same prior to instructing such person to provide the Reparation Work.

Subject to the above paragraph, Client authorises Criterion to instruct, liaise and share information with any such Service Provider and/or Client Approved Service Provider to the extent Criterion considers it reasonably necessary for the proper performance of this Agreement. Criterion shall have no liability to Client or any third party for the instructing or performance of, or any opinions, statements, acts or omissions of any Service Provider and/or any Client Approved Service Provider.

Notwithstanding the above, if Criterion, in accordance with this clause 1.6, appoints an Client Approved Service Provider to provide the Reparation Work and/or any Service Provider which has been approved by the Client, Criterion shall not be liable for the acts and omissions of any such Client Approved Service Provider and/or any such Service Provider which has been approved by Client in connection with such Reparation Work. The Parties agree that the Client shall be liable for any and all such acts and omissions.

**1.7 – Subcontractors** - In the event that Criterion wishes to sub-contract any of Services (other than the Reparation Work to a Service Provider) or any other of its obligations under this Agreement, Criterion shall notify the Client in order to discuss the implications this may have on the performance of Criterion's obligations under this Agreement.

None of Criterion's obligations under this Agreement shall be sub-contracted without the prior written consent of the Client, which consent shall be conditional on the relevant arrangements not increasing Client's overall risk to a level which is unacceptable to Client and on Criterion adequately maintaining systems, control integrity and reporting lines and not compromising service standards.

If a Sub-Contractor is appointed in accordance with this clause 1.7, all references in this Agreement to those obligations of Criterion that have been so sub-contracted shall be read as and construed as being references to obligations of Criterion to procure that such Sub-Contractor complies with those obligations.

In the event that the Client, acting reasonably, has concerns about the ability, resources, integrity or commitment of any Sub-Contractor or proposed Sub-Contractor to provide any of the Services, it may require that such person ceases to or is not appointed to (as the case may be) provide such Services and is replaced with an alternative which is acceptable to the Client.

Criterion shall, notwithstanding that it may have sub-contracted some or all of its obligations to a third party in accordance with this clause 1.7, remain solely liable to the Client as primary obligor for the performance of the Criterion's obligations under this Agreement and shall be liable for the acts and omissions of any Sub-Contractor.

Prior to a request for consent under clause 1.7, Criterion must carry out such due diligence (the results of which shall be shared with the Client upon request) as is necessary in order to satisfy the Client that a prospective Sub-Contractor has the necessary ability, resources, integrity and commitment to carry out their activities to the standard required by this Agreement.

## **2. The Client's Responsibilities**

**2.1. Support** The Client will obtain all consents and / or approvals required for Criterion personnel to access the Client's premises and shall ensure that Criterion's personnel are provided with such facilities and equipment as are reasonably necessary to enable them to perform the Engagement efficiently and in safety.

**2.2. Information** – The Client will give Criterion all information, instructions and assistance reasonably necessary to enable Criterion to perform the Engagement and the Client will ensure that

its appropriate personnel are available to Criterion for such purposes. The Client hereby acknowledges that Criterion will rely on such information, instructions and assistance when performing the Engagement.

2.3. **Payment** – The Client will pay Criterion's fees, disbursements, expenses and applicable local taxes including value added tax (VAT) where appropriate (hereinafter "applicable taxes") in respect of the Engagement in accordance with clause 3 below or as otherwise agreed with the Client.

### 3. Fees and Payment

3.1. **Method of Calculation** – Criterion's fees will be charged to the Client on a time basis at the applicable hourly rates plus applicable taxes for all Criterion personnel working on the Engagement. Such fees may include, without limitation, time spent by such Criterion personnel in connection with the Engagement on travelling, attending meetings and interviews, research, investigation and forensics, working on and preparing reports and associated papers, correspondence and telephone calls.

3.2. **Disbursements** – Criterion's fees will exclude any fees payable by the Client for any Third-Party Experts which the Client agrees will, unless otherwise agreed, be payable directly by the Client to the relevant Third-Party Expert. Upon receipt of an invoice, the Client agrees to pay all disbursements and expenses incurred by Criterion in connection with the Engagement including charges for travel, subsistence, accommodation and out of office or on-site expenses such as telephone calls and photocopying on an at cost plus applicable taxes basis.

3.3. **Estimates** – Any estimate of fees or of the time likely to be involved in performing the Engagement will be given by Criterion in good faith to the Client for planning or other purposes only and the estimate will not be contractually binding on either party.

3.5. **Taxes including VAT** – Insofar as any fees, disbursements and expenses are liable to any applicable taxes which Criterion may be liable under applicable local law to pay or collect in respect of the Engagement, the Client agrees to pay all such taxes and reimburse Criterion accordingly upon receipt of Criterion's invoice in respect of such taxes.

3.6. **Fee Changes** – Criterion may vary its hourly rates as applicable from time to time including, without limitation, in the event of promotion of Criterion personnel or as a result of any periodic review of such rates by Criterion and inflation increase applicable annually to Criterion's fees.

3.7. **Billing** – Unless otherwise agreed, Criterion shall invoice the Client for the fees at any time during or after the conclusion of the Engagement. Each invoice will attach details of the work undertaken and copies of any other invoices for significant disbursements and expenses described in clause 3.2 above.

3.8. **Payment** – All Criterion's invoices are due for payment in full on receipt by the Client as stipulated on the invoice and the Client is liable for their payment to Criterion. If payment in full is not received by Criterion within 30 (thirty) days of the Client's receipt of an invoice, Criterion will have the right, in addition to any statutory rights available to it (including the right to charge statutory interest at 8% above the current base rate of the Bank of England in terms of the Late Payments of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2013), to suspend the provision of any outstanding services, to retain the Reports and / or to terminate its Engagement in accordance with clause 4.3.1 below and / or to exercise a lien in accordance with clause 4.4.2 below, regardless of whether the Engagement has been terminated or not.

If arrangements are made for a third party to pay any of Criterion's fees or disbursements, the Client shall remain primarily responsible for the payment of any remaining fees or disbursements and any charges that Criterion may incur to the extent that the third party does not pay Criterion's invoice in full, or Criterion is unable to accept payment from it.



#### **4. Termination**

4.1. **Duration** – The Engagement will terminate when all amounts invoiced to the Client in connection with Criterion's Engagement have been received by Criterion, unless the Engagement is terminated earlier in accordance with clause 4.2 or 4.3 below.

4.2. **The Client's Right to Terminate** – The Client may terminate the Engagement at any time by giving not less than 30 (thirty) days' notice in writing to Criterion.

4.3. **Criterion's Right to Terminate** – Criterion may terminate the Engagement immediately by giving written notice to the Client if: –

4.3.1. the Client fails to pay any of Criterion's invoices when due or fails to advance to Criterion any funds requested by Criterion in accordance with clause 3.4 above;

4.3.2. the Client is unable to pay its debts or has a receiver, administrator or liquidator appointed;

4.3.3. any conflict of interest arises in accordance with clause 5 below;

4.3.4. Criterion is prohibited from performing the Engagement due to applicable laws and regulations, including sanctions; or

4.3.5. the Client is in breach of any of these terms of business and having received written notice from Criterion to such effect requiring the Client to remedy such breach within the time reasonably specified in such notice, the Client has failed to remedy such breach in such time.

4.4. **Costs and Lien** – On termination of the Engagement for any reason:

4.4.1. the Client shall pay to Criterion forthwith all fees, disbursements and expenses due to Criterion up to and including the day of termination incurred in connection with the Engagement upon delivery of Criterion's invoice to the Client; and

4.4.2. until Criterion has received payment in full for such invoice, Criterion shall have a lien over and be entitled to retain the Report and all the Client's records, documents, deeds, storage media, books, papers and any other information in hard copy or stored electronically in Criterion's possession relating to the Matter and the Engagement or otherwise in Criterion's control.

#### **5. Conflicts of Interest**

5.1. **Possible Termination** – In circumstances where there is or may be a conflict of interest between Criterion and another party involved in the Matter, Criterion may be precluded from acting or may have to cease acting for the Client unless all parties involved in the Matter agree in writing that Criterion shall continue acting in connection with the Matter. Criterion will make every reasonable effort to identify any such conflict and advise the Client accordingly prior to accepting an Engagement or if identified subsequently, then immediately. In the event that Criterion subsequently discovers a conflict and is obliged to withdraw from acting for the Client, Criterion shall be entitled to invoice the Client and be paid in full by the Client for any fees, disbursements, expenses and applicable taxes incurred in the Engagement prior to such withdrawal. In the event that such conflict arises in respect of a Client (re)insured and a Client (re)insurer Criterion will offer to continue acting for the Client (re)insurer who will become solely responsible for payment of such prior fees, disbursements, expenses and applicable taxes.

5.2. **Acting for Other Clients** – Criterion will not be prevented or restricted by anything contained in these terms of business from acting for other clients in connection with the Matter, unless otherwise agreed in writing with the Client.

## 6. Limitation of Liability

6.1. **Skill and Care** – Criterion will exercise reasonable care and skill in the performance of the Engagement. All other such warranties and representations, whether express or implied by law, are excluded to the extent permitted by law.

6.2. **Limit of Liability** – Criterion's liability to the Client in respect of any claim for breach of contract, negligence, breach of trust or statutory duty or any other claim made against Criterion or its personnel in connection with the Engagement is limited as follows:

6.2.1. in respect of any claim for personal injury or death caused by Criterion's negligence, no limit shall apply;

6.2.2. in respect of any claim which results from any fraudulent act (including theft or conversion) by Criterion, no limit shall apply;

6.2.3. in respect of any other claim, Criterion's total liability in respect of all liability arising in connection with the Engagement shall be limited in the aggregate to the lesser of £1,000,000 (One Million Pounds) or 10 (ten) times the value of Criterion's fees excluding disbursements, expenses and applicable taxes incurred in respect of the Engagement, and

6.2.4. in any claim made against Criterion where parties other than Criterion also share liability for such claim, Criterion's liability for such claim shall be limited to that proportion of any loss or damage so claimed for which it would be just and equitable for Criterion to contribute having regard to the extent of Criterion's factual responsibility for such loss or damage, on the basis that those parties shall be deemed to have provided an undertaking in terms no less onerous than this clause.

6.3. **Excluded Liability:** Subject to the application of clauses 6.2.1 and 6.2.2 above Criterion shall have no liability for:-

6.3.1. any indirect or consequential loss or damage including, without limitation, loss of profits, loss of revenue, loss of opportunity and loss of contracts;

6.3.2. any claim for breach of contract, negligence, breach of trust or statutory duty or other claim in respect of any delay or failure by Criterion to perform any of its obligations under these terms of business or the Engagement where such failure results directly or indirectly from any negligent or wilful act of the Client or a third party;

6.3.3. any loss or damage arising from Criterion's reliance on any information, instruction or assistance given by the Client or resulting from the Client's failure to give any relevant information, instructions or assistance in connection with the Engagement;

6.3.4. any and all claims the Client may have against Criterion in respect of which proceedings are not brought within 12 (twelve) months of the date when the Client's cause of action arose.

6.4. **Liability for Contractors and Third Party Experts** – Criterion will have no liability to the Client or any third party either for the instructing or performance of, or any opinions, statements, acts or omissions of, any Contractor or Third Party Expert, nor in respect of its own opinions, statements, acts or omissions insofar as these depend upon, are based upon, are derived from or are a consequence of opinions, statements, acts or omissions of any such Third Party Expert or Contractor. Further, Criterion makes no representation or recommendation to the Client as to any Contractor or Third Party Expert's experience, suitability or competence.

6.5. **Liability of Criterion Personnel** – The Client acknowledges that Criterion has an interest in limiting the liability of all its personnel involved in the Engagement. Accordingly, the Client agrees not to bring any claim of any kind in connection with the Engagement against any individual employee of Criterion, any person seconded to Criterion, or any agent, correspondent, subcontractor or self-employed consultant engaged by Criterion (together "personnel").

6.6. **Force Majeure** – Neither Criterion nor the Client will be liable to the other for their failure to fulfil their respective obligations under these terms of business or the Engagement caused by circumstances outside their reasonable control.

6.7. **Reasonableness** – The Client agrees that the foregoing limitations and exclusions of CRITERION's potential liability are reasonable based on: -

- 6.7.1. the amount of any likely liability to the Client if a breach by Criterion occurs
- 6.7.2. the current and future availability and cost to Criterion of professional indemnity insurance
- 6.7.3. the amount of fees payable to Criterion, and
- 6.7.4. the level of risk assumed by Criterion in connection with its obligations

in connection with the Engagement. Should any limitation or provision contained in this clause 6 be held to be invalid under any applicable statute or rule of law, it shall only to that extent be deemed omitted from the terms of business and all other limitations and provisions of such terms shall remain in force.

6.8. **Claims** – If a claim is made against the Client as a result of, or in connection with, a liability incurred to, or a dispute with, any third party, Criterion will give the Client all reasonable facilities and co-operation to investigate such claim and will provide the Client with such information and assistance as the Client may reasonably require in connection with such claim, liability or dispute.

6.9. **Indemnity** – Unless the subject matter of the indemnity provided for by this clause 6.9 has been caused by Criterion's breach of these terms of business, the Client undertakes to indemnify Criterion and keep it indemnified fully at all times against all liability that may arise from time to time, and against all claims, demands, actions, proceedings, damages, losses, costs and expenses which are made, brought or claimed against or incurred by Criterion in connection with the Engagement.

## 7. Miscellaneous

7.1. **Compliance with Applicable Laws** – Both parties will comply with all legal and regulatory requirements applicable to them and/or their activities in the jurisdictions in which they operate, including without limitation, any laws or regulations relating to data protection, data privacy, financial crime, bribery and corruption, sanctions and anti-trust. Further, both parties shall maintain adequate policies and procedures to prevent breaches of any such applicable laws or regulations by their employees, representatives and agents. The Client warrants to Criterion that it has obtained and will maintain throughout the Engagement, all requisite legal, regulatory or other authorisations and approvals to operate in the relevant territory (including via Criterion) and to appoint Criterion to perform the services pursuant to the Engagement and that such appointment is compliant with all Applicable Laws.

7.2. The Client acknowledges that Criterion is an ultimate subsidiary of a US parent company. Consequently, Criterion is subject to US (OFAC), UK (HMT), EU and UN sanctions lists.

Criterion has a responsibility to ensure that the Client meets its corporate standards in respect of international sanctions.

The Client represents and warrants that:

- in appointing Criterion to perform the services pursuant to the Engagement, it will not do anything which does or may place Criterion in breach of any sanctions that are or may be applicable to Criterion.
- it is not on the U.S. Government's List of Specially Designated Nationals and Blocked Persons ("SDN List") or owned 50% or more in the aggregate or individually by persons or entities on the SDN List.

The Client shall ensure that it has appropriate systems, procedures, controls and training in place to allow it to comply with sanctions provisions and restrictions applicable to Criterion and that its employees, agents and contractors receive adequate training on this.

Criterion reserves the right to screen new and existing insureds, beneficiaries or payees against sanction-related lists promulgated from time to time by the US, the UK, the EU and the UN as may be required by the Criterion's sanctions program from time to time. The Client acknowledges that Criterion shall have no obligation to accept any appointment that would expose Criterion to any sanction, prohibition or restriction, and shall have the right to block, freeze or reject any instruction in order for Criterion to meet its legal and/or internal compliance requirements. In the event that Client's appointment is blocked, frozen or rejected, Criterion shall promptly inform the Client of the circumstances that led to the block, freeze or rejection.

**7.3. Third Parties** – The terms of business set out the rights and obligations of the Client and Criterion only. For the purpose of the Contracts (Rights of Third Parties) Act 1999, nothing in the terms of engagement other than clause 6.5 above shall confer or purport to confer any benefit or right to enforce any of the terms of business on a third party.

**7.4. Confidentiality** – Criterion will keep confidential all information obtained from the Client, except insofar as Criterion is required by law, regulation, a court of competent jurisdiction or any regulatory or governmental authority to disclose such information. This clause does not apply to documents or information which Criterion obtains or develops independently of the Engagement or other work done for the Client, which it receives from a third party which as far as it is aware is not under a duty of confidentiality to the Client or which are already in the public domain.

**7.5. Waiver and Amendment** – No waiver of or amendment to any of these terms of business will be effective unless it is made or confirmed in writing and signed by both Criterion and the Client.

**7.6. Soliciting Personnel** – Without Criterion's approval, the Client shall not, during the Engagement or within six months after its termination or expiry, offer employment to or otherwise solicit any Criterion personnel involved in the Matter.

**7.7. Record Retention** – Unless the Client instructs otherwise in writing beforehand, Criterion will be at liberty to destroy all records, files and papers including electronic records, to the extent technically and legally permissible, but excluding title deeds relating to the Matter and/or the Engagement, following expiry of 7 (seven) years from the end of the Engagement.

**7.8. E-mail and the Internet** – Criterion and the Client recognise that e-mail transmissions and the Internet cannot be guaranteed as a 100% secure or error-free communications medium, as information may be intercepted, corrupted, lost, destroyed, arrive late, be incomplete, or contain viruses or other malware. Criterion monitors the contents of e-mails sent and received via its network for viruses or other malware and unauthorised use of email is controlled through access and delegation controls. E-mail messages sent to or from Criterion's systems are not confidential to any named individual at Criterion and Criterion reserves the right to read them without prior notice. Criterion recommends that recipients should also check e-mail messages for viruses or other malware in accordance with good IT practice.

7.9. **Data Protection** – The handling of personal data by Criterion and the Client shall be in accordance with Schedule 1.

7.10. **Software** – All software programs used by Criterion, or made available to the Client by Criterion, in the course of the Engagement (including any modifications, enhancements or upgrades thereto) shall remain at all times the property of Criterion. To the extent that Client provides Criterion with access to any of its software programs in the course of the Engagement, these shall remain at all times the property of the Client.

7.11. **Complaints Procedure** – If the Client has any complaint to make about Criterion's performance of the Engagement, the Client should first raise it with its primary Criterion contact and, if the complaint is still not resolved to the Client's satisfaction, with Criterion's Chief Executive Officer at Charles Taylor Adjusting Limited, 2 Minster Court, Mincing Lane, London EC3R 7BB, United Kingdom (e-mail: [complaints@charlestaylor.com](mailto:complaints@charlestaylor.com)) who will investigate the complaint and seek to resolve it with the Client.

7.12. **Governing Law and Jurisdiction** – These terms of business (and any non-contractual obligations arising out of or in connection with them) will be governed by and interpreted in accordance with the laws of England and Wales and the parties to such terms agree that any unresolved dispute or difference arising in connection with these terms of business (and any non-contractual obligations arising out of or in connection with them) will be subject to the exclusive jurisdiction of the Courts of England and Wales.



## SCHEDULE 1

### 1. Definitions and interpretation

1.1 In this Schedule 1, “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**process**”, “**processes**” and “**processing**”, “**privacy notice**” and “**special category personal data**” shall have the meaning set out in the Data Protection Legislation.

1.2 “**Data Protection Legislation**” means:

1.2.1 any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the EU GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each, as amended, shall be referred to as “PECR”, the “DPA 2018” and the “UK GDPR” accordingly;

1.2.2 applicable data protection and privacy laws, legislations and regulations relating to the processing of personal data and privacy in force applying to Criterion and the Client or as amended, re-enacted, replaced or superseded from time to time in the jurisdictions in which they operate or as otherwise applicable; and

1.2.3 any mandatory code of practice or mandatory guidance published by a relevant Data Supervisory Authority from time to time.

1.3 “**Data Subject**” means the individual to whom the Personal Data relates.

1.4 “**Data Supervisory Authority**” means a “supervisory authority” as defined under the UK General Data Protection Regulation (“UK GDPR”), and/or outside the UK the relevant regulator or authority with regard to matters pertaining to data protection or as defined in the Data Protection Legislation.

1.5 “**Notifiable**” means where, in the opinion of Criterion acting reasonably, a Security Breach is sufficiently serious to merit notification to either the Data Subject(s) or the relevant Data Supervisory Authority.

1.6 “**Personal Data**” means any information relating to an identified or identifiable Data Subject which is Processed under or in connection with this Agreement. A Data Subject is an individual who can be identified, directly or indirectly (including in combination with other information), including whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not.

1.7 “**Process**” or “**Processing**” means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction.

1.8 “**UK Restricted Transfer**” means a transfer of Personal Data and/or special category personal data (by either party acting as a data exporter) to a recipient in a Third Country (acting as a data importer).

1.9 “**Sub-processor**” means any third party appointed by or on behalf of Criterion to Process Personal Data on behalf of the Client in connection with the agreement (where Criterion acts as a Processor).

1.10 “**Third Country**” means any country in the world, except for:

- (i) the United Kingdom;
- (ii) a country within the EEA; or
- (iii) an Adequate Country.

1.11 “**UK Controller-Controller SCCs**” means those UK specific standard contractual clauses for the international transfer of Personal Data from a Controller to another Controller in the form of the EU Controller-Controller SCCs amended by the addendum published by the Information Commissioner.

## 2. Role of the Parties

The parties acknowledge that in most circumstances, to the extent a party processes Personal Data, each party shall be a controller in relation to such processing. In respect of such processing, each party shall comply with its obligations as a controller under the Data Protection Legislation.

## 3. Data Protection Obligations

Without prejudice to the generality of clause 2, the party disclosing the Personal Data (the “**Disclosing Party**”) shall ensure that:

3.1 Personal Data has been collected and disclosed to the party receiving the Personal Data (the “**Receiving Party**”) in accordance with the Data Protection Legislation;

3.2 the Personal Data is accurate and up to date;

3.3 it has provided data subjects with a privacy notice on its own behalf and on behalf of the Receiving Party that allows the Receiving Party to process the Personal Data for the purpose of performing their obligations under this Agreement (the “**Purpose**”) including a point of contact for all data protection enquiries; and

3.4 to the extent that consent of the data subjects is required:

3.4.1 It has obtained the consent of the data subjects to:

- (i) its transfer of the Personal Data to the Receiving Party; and
- (ii) the processing of the Personal Data in connection with the Purpose; and

3.4.2 it will as soon as practicable notify the Receiving Party in the event that a data subject withdraws or amends this consent.

3.5 No party shall process Personal Data for any purposes other than the Purpose.

3.6 The Disclosing Party shall transfer Personal Data using appropriate technical and organisational security measures.

3.7 Without prejudice to the generality of clause 2, the Receiving Party shall:

3.7.1 implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the Personal Data and prevent any unlawful processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects (the “**Security Measures**”);

3.7.2 ensure that employees who have access to personal data have undergone training in respect of the Data Protection Legislation and in the care and handling of personal data;

3.7.3 not disclose any Personal Data to any third party in any circumstances except as required or permitted by this Schedule;

3.7.4 notify the other party promptly, and in any event within 72 hours of becoming aware, of any personal data breach, where the breach has affected or may have affected the Personal Data. Each such notice must (to the extent then known) specify the nature and details of the breach or incident (or suspected breach or incident), the type of Personal Data potentially affected and the proposed actions to be taken in response.

3.7.5 Unless prohibited by Applicable Law, the party in breach shall obtain the other party's approval (not to be unreasonably withheld) prior to issuing any relevant notification statements to the relevant Data Supervisory Authority and affected individuals in accordance with the Data Protection Legislation. The contact point for each party in respect of breach notifications shall be:

**For Client**, notifications shall be made to [<insert details> with a copy to: <insert details>].

**For Criterion**, notifications in respect of shall be for the attention of the Group Data Protection Officer and sent to [DPO@charlestaylor.com](mailto:DPO@charlestaylor.com);

3.7.6 notify the other party promptly, and in any event within 3 working days, if it receives any request or enquiry from a Regulator or data subject with regard to the Personal Data, and keep the Disclosing Party regularly updated as to how it handles such request or enquiry;

3.7.7 take reasonable steps to ensure the reliability of any of its Employees, agents and sub-contractors who have access to the Personal Data;

3.7.8 ensure that only those of its employees, agents and sub-contractors who need to have access to the Personal Data are granted such access to the Personal Data and only for the purposes of performing the Services under this Agreement. Each party shall ensure that access to Personal Data is promptly removed when employees, agents and sub-contractors leave or cease to be involved in the provision or receipt of the Services (as applicable); and

3.7.9 ensure that the employees, members, agents and sub-contractors who, in accordance with clause 3.7.8, have access to the Personal Data:

- (i) are informed of the confidential nature of the Personal Data and are subject to appropriate contractual obligations of confidentiality;
- (ii) undergo training in Data Protection Legislation and in the care and handling of personal data; and
- (iii) comply with the obligations set out in this Schedule 1.

#### **4. Restricted Transfers**

4.1 If the performance of the obligations in this Agreement involves any Restricted Transfers between the Client and Criterion, the parties shall enter into and comply with the UK Controller-Controller SCCs (together with the UK Addendum) as amended by paragraph 4.2.

4.2 Criterion shall procure that, where it enters into UK Controller-Controller SCCs with the Client, the clauses are amended as follows:

4.2.1 the governing law of the clauses shall be the law of England and Wales, disputes are subject to the jurisdiction of the English courts and the competent Supervisory Authority shall be the UK Information Commissioner's Office.

4.2.2 Clause 7 shall be held to apply;



4.2.3 the Option within Clause 11 shall not be held to apply;

4.2.4 Annex I of this Data Protection Schedule shall serve as Annex I to the UK Controller-Controller SCCs; and

4.2.5 Annex II of this Data Protection Schedule shall serve as Annex II.

4.3 Alternatively, the parties may agree to enter into the IDTA or to rely on such other mechanism as is approved by the Data Supervisory Authority from time to time (where required) to govern the transfer of the Personal Data. In such circumstances, the parties shall take such additional steps as required to ensure the transfer is subject to adequate safeguarding measures taking into account the level of risk to the data subjects in the data importer's location and is compliant with the Data Protection Legislation.

4.4 Criterion shall only make Restricted Transfers to any third party where it has taken all steps as reasonably required to ensure the compliance of the transfer with the Data Protection Legislation, including entering into appropriate "Standard Contractual Clauses" or other mechanism approved by the Data Supervisory Authority from time to time with the data importer and putting in place such adequate safeguarding measures taking into account the level of risk to the data subjects in the data importer's location and is compliant with the Data Protection Legislation.

4.5 If any Personal Data in the possession or control of Criterion is lost, corrupted or rendered unusable for any reason, Criterion shall promptly notify Client in writing and use commercially reasonable endeavours to restore such Personal Data including by using its back up procedures or Business Continuity Plan.

## **5. Rights of audit**

5.1 Criterion shall submit and contribute to inspections and audits undertaken by the Client, any agent appointed by the Client and/or any Governmental or supervisory body in relation to its data processing activities. This includes providing access to any premises under Criterion's control and where processing under this Schedule is undertaken, subject to the appropriate security controls, on reasonable notice and during normal working hours. In the event of an emergency or crisis situation, Criterion shall provide immediate access to such premises.

## **6. Compliance**

6.1 Criterion shall notify the Client upon it becoming aware that it is or is likely to become unable to comply with either its obligations under this Schedule or Data Protection Legislation, and/or the Client's requirements or instructions regarding the processing of the Personal Data.

## **7. Deletion or return of Personal Data**

7.1 Criterion shall retain a copy of the Personal Data in accordance with its document retention policy.

7.2 The Personal Data retained by Criterion post termination of this Agreement shall be retained on an archived basis and in accordance with the Security Measures.

7.3 Criterion undertakes to permanently delete any retained Personal Data upon the expiry of a term of 7 years commencing on the date of the last activity undertaken in relation to that Personal Data, unless any applicable legal obligation upon Criterion means that further retention of a copy of certain Personal Data is necessary.



**ANNEX I: DATA PROCESSING DETAILS**

Type of relationship	<p><b>Controller to controller</b></p> <p>The Supplier will act as a controller in respect of the following services:</p> <ul style="list-style-type: none"> <li>• Fraud prevention activities</li> <li>• Fraud investigations</li> <li>• Loss adjusting services</li> </ul>
Types of Data Subject whose Personal Data is Processed	<ul style="list-style-type: none"> <li>• Customers</li> <li>• Policy Holders</li> <li>• Third Parties</li> <li>• Next of Kin/Relatives</li> <li>• Vendors</li> </ul>
Types of Personal Data Processed	<ul style="list-style-type: none"> <li>• Name</li> <li>• Address</li> <li>• Date of Birth</li> <li>• Gender</li> <li>• Email contact details</li> <li>• Telephone contact details</li> <li>• Details of family members</li> </ul>
Special Category Personal Data Processed	<ul style="list-style-type: none"> <li>• Financial information including financial position and bank account details.</li> <li>• Special category personal data including, potentially, medical history, race, ethnicity, sexual orientation, religious beliefs, trade union membership, genetic and biometric data, political opinions, and any other physical or mental health details including injury details.</li> </ul>
The purpose, nature and subject matter of the Processing	<p>The purpose, nature and subject matter of the Processing of Personal Data by the Criterion, under this Agreement, are those Processing operations which are necessary to provide the Services which are referred to in Schedule 1 of the Agreement.</p>
Duration of Processing	<p>The Processing of the Personal Data referred to in this paragraph shall occur throughout the term of this Agreement.</p>
Obligations and rights of the Controller	<p>The rights and obligations of the Controller are as set out in the Agreement including in this paragraph</p>
Permitted Purpose	<p>For the purpose of performing the Services</p>
Permitted Recipients	<p>As required for the performance of the Services [or as set out in the table below.]</p>

**Classes of Permitted Recipients**

Type of recipient	Location	Description of processing
Third Party Experts		

## **ANNEX II: TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

### **1. Access control to premises and facilities**

Measures must be taken to prevent unauthorized physical access to premises and facilities holding personal data. Measures shall include:

- Access control system
- ID reader, magnetic card, chip card
- (Issue of) keys
- Door locking (electric door openers etc.)
- Surveillance facilities
- Alarm system, video/CCTV monitor
- Logging of facility exits/entries

### **2. Access control to systems**

Measures must be taken to prevent unauthorised access to IT systems and to limit any access to authorised Data Processor Personnel only. These must include the following technical and organisational measures for user identification and authentication:

- Password procedures (incl. special characters, minimum length, forced change of password)
- No access for guest users or anonymous account.
- Central management of system access
- Access to IT systems subject to approval from HR management and IT system administrators
- The implementation of network, device application, database and platform security

### **3. Access control to data**

Measures must be taken to prevent authorised users from accessing data beyond their authorised access rights and prevent the unauthorised [input, reading, copying, removal] modification or disclosure of data. These measures shall include:

- Differentiated access rights
- Access rights defined according to duties
- Automated log of user access via IT systems
- Software security measures

### **4. Disclosure control**

Measures must be taken to prevent the unauthorised access, alteration or removal of data during transfer, and to ensure that all transfers are secure and are logged. These measures shall include:

- Compulsory use of a wholly owned private network or corporate approved cloud applications for all data transfers
- Encryption using a VPN for remote access, transport and communication of data.
- Prohibition of unencrypted portable media
- Creating an audit trail of all data transfers



## 5. **Input control**

Measures must be put in place to ensure all data management and maintenance is logged, and an audit trail of whether data have been entered, changed or removed (deleted) and by whom must be maintained. Measures should include:

- Logging user activities on IT systems

## 6. **Job control**

Measures should be put in place to ensure that data is processed strictly in compliance with the Data Processor's instructions. These measures must include:

- Unambiguous wording of contractual instructions
- Monitoring of contract performance
- Employee screening
- Employee supervision

## 7. **Availability control**

Measures should be put in place to ensure that data are protected against accidental destruction or loss. These measures must include:

- Uninterruptible Power Supply
- Business Continuity procedures
- Remote storage
- Anti-virus/firewall systems

## 8. **Segregation control**

Measures should be put in place to allow data collected for different purposes to be processed separately. These should include:

- Restriction of access to data stored for different purposes according to staff duties
- Segregation of business IT systems
- Segregation of IT testing and production environments

## 9. **Storage control**

Measures should be put in place to secure business facilities, data centres, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.