

CNA HARDY COUNTERPARTY CODE (Controller Version)

Duly signed as valid and binding contract by an authorised representative of:

"Counterparty": _____

Signed: _____

Name _____

Date: _____

CNA Services (UK) Limited

or

CNA Insurance Company (Europe) S.A.

in either case, for itself and for and on behalf of its Affiliates (which include the operating entities referred to in Attachment 3) (each referred to as "**Company**" as the context requires)

Date: _____

RECITAL

To ensure the Company's continued compliance with applicable law and regulations, it is necessary to ensure all counterparties, suppliers and business partners (supplying goods, services or dealing in insurance services) to the Company acknowledge and attest that they meet the Company's group standards and are complying, and will continue to comply, with all applicable law, regulation, regulatory policies, guidelines or industry codes and standards.

This Counterparty Code (hereafter the "**Code**") sets out the Company's expectations and requirements of its Counterparties in meeting the standards of:

- Anti-slavery and forced labour laws
- Anti-bribery and corruption laws
- EU financial governance requirements that extend to parties providing certain services to regulated financial services companies like insurers
- Data privacy and protection laws

ARTICLE 1: ANTI-SLAVERY AND FORCED LABOUR LAWS

Counterparty shall support, adhere to and respect the protection of internationally proclaimed human rights and human rights contained in applicable law, regulation, regulatory policies, guidelines or industry codes and standards (including but not limited to the United Kingdom's Modern Slavery Act 2015). The Counterparty must not be engaged in, promote or be complicit in any form of human rights abuse.

Specifically, the Company and the Counterparty each warrant that it will comply with applicable law, regulation, regulatory policies, guidelines or industry codes and standards applicable to their operations and activities and dealings with each other:

- (a) in providing its employees ("**employees**" as used in this Code includes all persons working for a party in any capacity including but not limited to employees, workers, consultants, volunteers and agents) with a safe and healthy working environment;
- (b) in respect to working hours, and each party must provide rest days and ensure that any overtime if due, is properly documented and compensated;

- (c) in respect to its compensation of its employees, and each party will compensate its employees in a way that meets or exceeds minimum good practice local standards and in such amounts that is sufficient to meet basic human needs in the applicable community;
- (d) in allowing employees freely to associate with others, form, and join organisations of their choice, and bargain collectively;
- (e) in respect of preventing all types of discrimination at work and not carry out, tolerate or promote any form of discrimination in the recruitment of its employees or during the course of their employees' employment. Discrimination includes, but is not limited to, discrimination on the basis of race, ethnicity, religion, age, sex, marital status or sexual orientation;
- (f) in not using any form of forced or compulsory labour or depriving an employee's liberty for the purposes of personal or commercial gain. All labour must be voluntary;
- (g) in not using child labour and not employing or engaging any employees or persons in any work if they are below the legal working age in the relevant jurisdiction in which those employees or persons are domiciled;
- (h) in not engaging any child in any way or in any form of work that could be harmful to his/her health, moral or social development, even if the applicable legal working age is below 18;
- (i) in not engaging in disciplinary or discriminative actions towards employees who choose to peacefully and lawfully organise or join an association;
- (j) in not engaging in, supporting or promoting human trafficking or any form of slavery. The meaning of slavery and human trafficking shall include but is not limited to:
 - (i) The offences of slavery, servitude and forced or compulsory labour and human trafficking as defined in sections 1, 2 or 4 of the Modern Slavery Act 2015;
 - (ii) The offences of slavery, servitude and forced or compulsory labour and human trafficking as defined in sections 1, 2 or 4 of the Human Trafficking and Exploitation (Criminal Justice and Support for Victims) Act (Northern Ireland) 2015;
 - (iii) The traffic in prostitution offence as defined under section 22 of the Criminal Justice (Scotland) Act 2003;
 - (iv) The trafficking for exploitation as defined under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004;
 - (v) The offences of slavery, servitude and forced or compulsory labour as defined under section 47 of the Criminal Justice and Licensing (Scotland) Act 2010.

ARTICLE 2: FINANCIAL CRIME LAWS

Each of Counterparty and the Company warrants that it a) will not be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any, and b) will comply with, all applicable law or regulations in respect of financial crime obligations, including but not limited to money laundering, suspicious transactions, anti-trust, anti-bribery and anti-corruption, including but not limited to common laws, fiduciary duties, and the UK Bribery Act 2010.

The parties shall, insofar as required to do so, maintain and adhere to, on an ongoing basis, financial crime policies and procedures, including but not limited to, adequate procedures in accordance with applicable laws, regulation, regulatory policies, guidelines or industry codes and standards applicable to their operation and activities (including but not limited to any applicable legislation, regulations, standards or rules, and good practice in the United Kingdom, United States or any other jurisdiction applicable to either party to prevent corruption or bribery offences).

Counterparty shall promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by Counterparty in connection with the performance of services for or on behalf of the Company.

ARTICLE 3: DATA PRIVACY AND PROTECTION LAWS

The Company and Counterparty acknowledge that:

- (a) The Agreement in place between the Company and Counterparty may require the processing of personal data and the Parties consider it is necessary, having regard to their respective obligations under this Agreement, to share certain personal data with each other on a data controller to data controller basis.
- (b) This Code, once signed and dated by both Parties, will set out the standards for the processing of Shared Personal Data by the Parties as autonomous data controllers and Counterparty shall comply with the requirements of Schedule 1 at all times.

ARTICLE 4: COUNTERPARTS AND ELECTRONIC SIGNATURES

This Code may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Code and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

ARTICLE 5: VARIATION

No variation of this Code shall be effective unless it is in writing and signed by the parties (or their authorised representatives), any variation to this Code purported to be made pursuant to any original Agreement shall only be effective where referencing this Code and the amendments to this Code being proposed to be made and made in writing and signed by the parties.

ARTICLE 6: PRIMACY AND EFFECT

Notwithstanding anything to the contrary in any Agreement, course of dealing or undertaking made by Counterparty or the Company, it is agreed by the Counterparty and the Company that this Code shall take precedence over and have primacy to, any existing agreement, contractual terms or course of dealings, irrespective of any statement contained in such to the contrary. It is agreed by Counterparty and the Company, that this Code constitutes a valid amendment and variation to any existing Agreement, notwithstanding any formalities stated in such Agreement to effect such.

It is agreed by the Counterparty and the Company, that in the situation that the Counterparty has not acknowledged and signed this Code electronically or in wet copy or raised any proposed issue in agreeing to such, the continued dealings or course of business conduct between the Counterparty and the Company shall be taken as evidence and agreement by Counterparty to its agreement to the Code and that the Code shall have the effect set out above in this article.

ARTICLE 7: COMPLIANCE WITH LAWS

Counterparty shall comply with all applicable laws, regulation, regulatory policies, guidelines or industry codes and standards applicable to their operation and activities, the non-compliance with which would, individually or in the aggregate, materially or adversely affect (or both) the ability of the Counterparty to perform its obligations under this Code or any Agreement, or in any way expose the Company to any reputational damage, adverse effects or liability, including arising out of the provisions of the Criminal Finance Act 2017.

ARTICLE 8: LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed exclusively by the laws of England and Wales and the parties hereby submit irrevocably to the exclusive jurisdiction of the English courts to resolve any dispute between them.

SCHEDULE 1: Data Sharing Addendum: Controller to Controller

In this Addendum, the following words shall have the following meanings:

Affiliate means a member of a Party's Group of companies, or a sub-processor, sub-contractor, affiliate or agent of that Party, (including, in the case of the Insurer, those entities listed in Annex 3).

Counterparty Data means personal data which the Counterparty has obtained independently of this Addendum in its own right, in respect of which it is a data controller and agrees under this Addendum to share with the Insurer, who does not already hold such personal data in its own right, as such personal data is more particularly set out at Annex 1.

Data Protection Legislation means all applicable data protection and privacy laws and regulations including without limitation those which are applicable to the collection, use, storage, disclosure or transfer of personal information under and in relation to this Agreement including, without limitation, the GDPR, the UK GDPR, , the Data Protection Act 2018 , the Privacy and Electronic Communications (EC Directive) Regulations 2003, , in each case as amended or replaced, and including applicable data protection and privacy laws and regulations enacted from time to time on or after the date of this Agreement, together with all applicable regulations, directives, orders, codes of practice, guidance notes, instructions and formal written advice issued by or on behalf of data protection supervisory authorities, including the Information Commissioner ("ICO") and the Commissariat aux Assurances ("CAA") relevant to the personal data processed under this Agreement from time to time.

EEA means the European Economic Area.

Extended EEA Country means a country within the European Economic Area (including EU member states), Switzerland or UK.

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

Insurer means the Company.

Insurer Data means personal data which the Insurer has obtained independently of this Addendum in its own right, in respect of which it is a data controller and agrees under this Addendum to share with the Counterparty, who does not already hold such personal data in its own right, as such personal data is more particularly set out at Annex 1.

Shared Personal Data means, as applicable, the Counterparty Data that is shared by the Counterparty with the Insurer, and the Insurer Data that is shared by the Insurer with the Counterparty, in each case pursuant to this Addendum. .

Standard Contractual Clauses means the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission decision of 4 June 2021 and published under document number C(2021) 3972 currently available [at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?locale=en&uri=CELEX:32021D0914](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?locale=en&uri=CELEX:32021D0914) which are hereby incorporated by reference.

Third Country means a country not deemed adequate to receive Personal Data under the Data Protection Legislation of the applicable Extended EEA Country.

UK Addendum means the International Data Transfer Addendum to the Standard Contractual Clauses issued by the Information Commissioner's Office (version B1.0, in force 21 March 2022), as amended from time to time and hereby incorporated by reference.

UK GDPR means GDPR as amended and transposed into the laws of the United Kingdom pursuant to the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020.

For the purposes of this Addendum the following terms shall have the meanings ascribed to them within the Data Protection Legislation: **data controller, data subject, personal data, processing** and **data processor**.

Introduction

CNA HARDY COUNTERPARTY CODE (Controller Version- exc Fit&Proper) V2 11/03/2019

UK-#500431575-v2

1. The Parties acknowledge that this Addendum may require the processing of personal data (including without limitation that which is described in Annex 1 attached and its particulars in respect of type of personal data and categories of data subjects) and the Parties consider it is necessary, having regard to their respective obligations under this Agreement, to share certain personal data with each other on a data controller to data controller basis.

Data to be shared

2. The categories of Insurer Data that the Insurer will provide to the Counterparty (including such updates thereof which the Insurer receives or has in its possession from time to time) are those set out at Annex 1 to this Addendum and such other categories of Insurer Data that the Parties agree in writing from time to time.
3. The categories of Counterparty Data that the Counterparty will provide to the Insurer (including any updates thereof which the Counterparty receives or has in its possession from time to time) are those set out at Annex 1 to this Addendum and such other categories of Counterparty Data that the Parties agree in writing from time to time.
4. The Parties agree that they will each hold Shared Personal Data as an autonomous data controller for their own respective purposes relating to their performance of their obligations under this Agreement.
5. Each Party will provide such fair processing notice and/ or as applicable obtain such consent from data subjects, copies of which will be made available to the other Party at its reasonable request, as is necessary under Data Protection Legislation to enable the disclosure of applicable Shared Personal Data to the other Party in accordance with the functions and obligations set out in this Addendum, and will consult with the other Party as appropriate as to the terms and timing of such notice and/or consent in the event of any uncertainty as to whether the fair processing notice provided to and/or consent applies to the purpose(s) for which the receiving Party wishes to process the Shared Personal Data under this Addendum.
6. Where the Data Protection Legislation requires express (rather than implied) consent to certain data processing or use of sensitive personal data, the Counterparty shall obtain and retain a written record of such express consent which is adequate to meet the requirements of the Data Protection Legislation and make such consent available to the Insurer upon request for a period of no less than seven years from date of collection.
7. This Agreement is only intended to cover Shared Personal Data and shall not otherwise limit the Counterparty from processing Counterparty Data or the Insurer from processing Insurer Data.

Purposes of sharing

8. The Counterparty acknowledges that it is necessary for the Insurer, acting as an autonomous Data Controller, to process the Shared Personal Data, for the purposes set out in Annex 2.
9. The Insurer acknowledges that it is necessary for the Counterparty, acting as an autonomous Data Controller, to process the Shared Personal Data , for the purposes set out in Annex 2.
10. The Counterparty acknowledges that it is not permitted to process Shared Personal Data for any purpose other than those set out in paragraph 8 above unless the Insurer has been provided with full details of the proposed purpose and the specific categories of Shared Personal Data that the Counterparty wishes to process, and the Insurer has provided explicit written consent to the use of Shared Personal Data for such a purpose.

Data subject access requests

11. Each Party will promptly notify the other Party and provide assistance as reasonably requested, where it becomes aware in relation to Shared Personal Data of any:
 - (a) request to amend, supplement or correct data which is or is alleged by the data subject to be inaccurate, inadequate, excessive or out of date;
 - (b) request by a data subject to access their Shared Personal Data;

- (c) request by an individual to cease processing which is or could cause that or another individual substantial damage or distress and which is not justified having regard to the obligations of the Parties under this Agreement; or
- (d) complaint by a data subject or any enquiry or investigation by the ICO or the CAA and/or any other applicable data protection supervisory authority as to either Party's compliance regarding processing of Shared Personal Data,

and shall deal with such requests, complaint, enquiry or investigation referred to in (a)-(d) above in accordance with its respective obligations as an autonomous Data Controller of the Shared Personal Data in question and shall notify the other Party that it has done so and of the outcome thereof promptly thereafter.

Obligations of the Parties

- 12. Each Party acknowledges that it has separate and distinct responsibilities as a data controller as set out in the Data Protection Legislation in respect of its processing of Shared Personal Data and confirms that, in relation to Shared Personal Data, it will treat such Shared Personal Data in accordance with its obligations as a data controller including but not limited to complying with the Data Protection Legislation and in accordance with the terms of this Addendum.
- 13. Each Party as a data controller shall be solely responsible for determining the manner in which it processes the personal data and shall process the personal data fairly, lawfully and transparently and only where it has one or more lawful bases to do so under the Data Protection Legislation. Where required or appropriate, including without limitation upon request from the Insurer from time to time, the Counterparty shall make data subjects aware of the CNA Hardy web link which contains copies of the Data Processing Notice of CNA Hardy in relation to its operations including underwriting and claims, available at www.cnahardy.com/privacy;
- 14. Each Party shall have in place appropriate data retention policies to ensure that the Shared Personal Data is stored appropriately, having regard to the sensitivity and confidentiality of the data recorded, is retrievable and easily traced, is retained for only as long as necessary and is disposed of appropriately.
- 15. Each Party shall have in place appropriate technical and organisational security measures appropriate to the risks that are presented by the processing of personal data under this Agreement (and which reflect the level of harm, damage or distress that might be suffered by a data subject as a result of a breach of this paragraph 5) and which are sufficient to protect against the accidental or unlawful destruction, or accidental loss, alteration, unauthorised disclosure of, or access to, the personal data transmitted, stored or otherwise processed under this Agreement, and against all other unlawful forms of processing.
- 16. Each Party shall ensure the reliability of its personnel who have access to the Shared Personal Data, ensure that they are fully aware of the measures to be put in place and the steps to be taken when processing the Shared Personal Data having regard to the Data Protection Legislation and this Addendum, and ensure that they have committed themselves to protect the confidentiality of the Shared Personal Data including by way of an appropriate obligation of confidentiality (whether by written contract or otherwise) in respect of the Shared Personal Data. The Counterparty shall ensure that its personnel have received and continue to receive at appropriate regular intervals training sufficient to address relevant cybersecurity and other security risks and that any key cybersecurity personnel take steps to maintain current knowledge of changing cybersecurity and other security threats and countermeasures.
- 17. In the event of termination of this Agreement each Party shall immediately (at the other Party's option, own sole cost and expense) either return to the other Party or securely and where technically feasible and proportionate permanently destroy all Shared Personal Data that it has received from the other Party, or which is otherwise stored on its systems, except in circumstances which require its retention in order to comply with its internal retention policies/schedules and/or relevant legal or regulatory obligations including without limitation the Data Protection Legislation.

Data breach

- 18. Each Party shall:

- (a) promptly (and in any event within 48 hours of awareness) notify the other Party (in the case of the Insurer by way of an email to dataprotectionofficer@cnaahardy.com and datasecurity@cnaahardy.com) of any of accidental or unlawful destruction, loss, alteration, unauthorised or accidental disclosure of or access to the Shared Personal Data that it has received from the originating Party, or other breach of paragraph 16 (“**Security Breach**”);
 - (b) provide the originating Party with all information in its/their possession or control concerning any Security Breach (including without limitation a description of the nature of the Security Breach; the categories and approximate number of data subjects concerned and the records of personal data affected; the name and contact details of its/their data protection officer or other contact point from whom further information can be obtained; a description of the likely consequences of the Security Breach; and a description of the measures taken or proposed to be taken by it/them to address the Security Breach);
 - (c) provide the originating Party with all assistance and cooperation as is necessary in order for the originating Party to seek to mitigate the effects of the Security Breach as apply to it and comply with its own obligations under the Data Protection Legislation in respect of the Security Breach (including without limitation its obligation to notify the same to the ICO, the CAA or such other applicable regulator from time to time and to communicate details of the same to affected data subjects, as relevant);
19. The Counterparty shall not make any announcement or publish or otherwise authorise any broadcast of any notice or information about a Security Breach notified to it by the Insurer (“**Security Breach Notice**”) or authorise or permit the same without the prior written consent of the Insurer and prior written approval by the Insurer of the content, media and timing of the Security Breach Notice.

Controls on transfers in respect of personal data subject to the Data Protection Legislation of an Extended EEA Country

20. The Counterparty shall not permit any Shared Personal Data originating from an Extended EEA Country to be processed in a Third Country without the Insurer’s prior written consent. If the Insurer provides this consent, the Counterparty shall ensure that any processing of the Shared Personal Data in a Third Country is carried out in accordance with Data Protection Legislation and paragraphs 21-28 below.
21. The Standard Contractual Clauses shall apply between the Counterparty and the Insurer where:
- a. the data exporter, being the Counterparty or the Insurer (as applicable) is:
 - i. located in an Extended EEA Country; or
 - ii. located outside the Extended EEA Countries, but processes Shared Personal Data directly subject to the Data Protection Legislation of an Extended EEA Country; or is contractually obliged to impose safeguards that are equivalent to those safeguards required under the Data Protection Legislation of an Extended EEA Country with whom they share the Shared Personal Data; and
 - b. the data importer, being the Counterparty or Insurer (as applicable) is established in a Third Country,
- unless the Insurer agrees in writing that an export derogation or alternative export framework recognised by the Data Protection Legislation of the applicable Extended EEA Country applies instead of the Standard Contractual Clauses. The Standard Contractual Clauses shall constitute a separate agreement between the data exporter and the data importer.
22. Except to the extent that the Standard Contractual Clauses or Data Protection Legislation of an Extended EEA Country would require otherwise, the parties’ respective obligations under the Standard Contractual Clauses shall be governed by the law(s) of, and subject to the jurisdiction of, the courts of, and the supervisory authority shall be the supervisory authority of Luxembourg.
- a. Where the applicable Extended EEA Country in which the data exporter is established is not a member state of the EU or the UK or where the Shared Personal Data is subject to the Data

Protection Legislation of an Extended EEA Country that is not a member of the EU or the UK, references in the Standard Contractual Clauses to:

- i. "European Union" ("EU"), the "EU" a "Member State", an "EU Member State" or "one of the EU Member States" shall refer to the applicable non-EU country;
 - ii. "Regulation (EU) 2016/679" shall refer to the applicable Data Protection Legislation of the applicable non-EU country; and
 - iii. "supervisory authority" shall be construed as per paragraph 22 above.
 - b. Where the applicable Extended EEA Country in which the data exporter is established is the UK or where the Shared Personal Data is subject to the UK GDPR, the Standard Contractual Clauses are hereby amended by the UK Addendum in respect of such transfers and Part 1 of the UK Addendum shall be populated as set out below:
 - i. Table 1. The "start date" will be the date this Addendum enters into force. The "Parties" are the Insurer (as per the applicable details in Annex 3) and the Counterparty (as set out on the first page of this Code).
 - ii. Table 2. The "modules of the Standard Contractual Clauses" is Module 1 (*Transfer controller to controller*).
 - iii. Table 3. The "Appendix Information" is as per paragraphs 25 and 26 of this Addendum.
 - iv. Table 4. The data exporter may end the UK Approved Addendum in accordance with its Section 19.
23. Where the applicable sections of the Standard Contractual Clauses require the data exporter and the data importer to select a module, the Counterparty acknowledges that Module 1 (*Transfer controller to controller*) shall apply and, subject to paragraph 21:
 - a. the Insurer shall be the data exporter where it is transferring the Shared Personal Data and the Counterparty shall be the data importer where it is receiving the Shared Personal Data; and
 - b. the Counterparty shall be the data exporter where it is transferring the Shared Personal Data and the Insurer shall be the data importer where it is receiving the Shared Personal Data.
24. Annex I, Part A (*List of parties*) of the Standard Contractual Clauses is hereby deemed to be completed with: (i) the details of the Insurer (as per the applicable details in Annex 3); and (ii) the details of the Counterparty (as set out on the first page of this Code).
25. Annex I, Part B (*Description of the transfer*) of the Standard Contractual Clauses is hereby deemed to be completed with the information set out in Annex 1 and Annex 2 of this Addendum.
26. Annex II of the Standard Contractual Clauses (*Technical and organisational measures including technical and organisational measures to ensure the security of the data*) is hereby deemed to be completed by reference to paragraphs 15 and 16 of this Addendum.
27. The Counterparty agrees to execute additional documents (including updates to the Annexes of the Standard Contractual Clauses) and apply additional protections, as may be necessary for the transfer and storage of the Shared Personal Data transferred pursuant to the Standard Contractual Clauses.
28. Subject to paragraph 20, where the Counterparty is established in an Extended EEA Country or a country considered adequate under the Data Protection Legislation of the applicable Extended EEA Country, the Counterparty shall enter into the appropriate module of the Standard Contractual Clauses, as amended to comply with applicable Data Protection Legislation, with any third party located in a Third Country (including any Counterparty Affiliate) to whom the Counterparty transfers such Shared Personal Data before making such transfer, unless the Insurer agrees otherwise in writing. The Counterparty shall ensure that the Annexes of the Standard Contractual Clauses reflect the information set out at paragraphs 25 and 26 of this Addendum. In all cases, the Counterparty shall comply with applicable Data Protection Legislation in relation to such transfer (including undertaking an appropriate transfer impact assessment in respect thereof).

Additional country requirements

29. If the Counterparty at any time processes (or allows the processing of) the Shared Personal Data originating from the Insurer in any country which restricts the processing, export, or use of the Shared Personal Data outside that country (including an Extended EEA Country), the Counterparty will take all necessary actions and execute such agreements as may be necessary under applicable Data Protection Legislation in such country to legitimise any processing or data transfer of the Shared Personal Data and to ensure an adequate level of protection for the relevant Shared Personal Data.

Liability

30. Notwithstanding any provisions whether in this Agreement or in any prior engagement terms or agreement which are to the contrary, the limitations on liability and the exclusions of liability in this Agreement or in any prior engagement terms or agreement (as relevant) shall not apply to the Counterparty's obligations under this Addendum in the event that it, or any of its Affiliates or data processors with whom it shares the Shared Personal Data, should breach the Data Protection Legislation or this Addendum. Subject to the foregoing the maximum liability of the Counterparty shall be limited to £5,000,000 each incident resulting in an indemnity to the Insurer subject to clause 24 below.
31. The Counterparty shall indemnify the Insurer (including its Affiliates and their respective directors, officers, employees and agents) from and against any losses or liabilities which it or they incur or suffer as a result of the Counterparty's breach of the Data Protection Legislation or this Addendum, including without limitation monetary penalties, fines (including regulatory fines), claims and costs. In the event it is held against public policy or legality to provide any indemnity for a fine or penalty covered hereunder, such indemnity shall be substituted by an undertaking of a contractual debt to the same amount of such fine or penalty.

Annex 1 (Categories of personal data, data subjects frequency of transfer and duration)

Counterparty Data

For **insurance placement and administration purposes** and for underwriting and insurance administration purposes:

- Personal details
- Contact details
- Education (for some employees within Counterparty companies and in certain cases, for claimants)
- Banking details (for the payment of Counterpartys when individuals, or for the payment of claimants)
- Physical or mental health or condition
- Offences (included alleged offences) (to the extent permitted under applicable law)
- Criminal proceedings, outcomes and sentences (to the extent permitted under applicable law).

For **information technology management and database administration purposes**:

- Name
- Country of residence
- Nationality
- Gender
- Marital status
- Address and email address
- Telephone and other contact numbers (business and personal)
- Military status (if applicable)
- Employer
- Employee status
- National ID
- Personal national identification (fiscal code)
- Racial, ethnic origin, religious, philosophical or other beliefs, political opinions
- Comprehensive background investigations (for claimants) to the extent permitted by applicable laws (i.e., Sensitive Data)
- Banking details of Insureds

For **fraud and compliance purposes** and to the extent allowed by applicable laws:

- Comprehensive background investigations (for claimants) to the extent permitted by applicable laws (i.e., Sensitive Data);
- KYC, credit and anti-money laundering checks
- Any other data listed above or as necessary to comply with applicable law or authorities' requests.

Insurer Data

For **underwriting and insurance administration purposes**:

- Personal details
- Contact details
- Education (for some employees within Counterparty companies and in certain cases, for claimants)
- Banking details (for the payment of Counterparties when individuals, or for the payment of claimants)
- Physical or mental health or condition

- Offences (included alleged offences) (to the extent permitted under applicable law)
- Criminal proceedings, outcomes and sentences (to the extent permitted under applicable law).

For **information technology management and database administration purposes**:

- Name
- Country of residence
- Nationality
- Gender
- Marital status
- Address and email address
- Telephone and other contact numbers (business and personal)
- Military status (if applicable)
- Employer
- Employee status
- National ID
- Personal national identification (fiscal code)
- Racial, ethnic origin, religious, philosophical or other beliefs, political opinions
- Banking details (for the payment of Counterparties when individuals, for the payment of claimant)

For **fraud and compliance purposes** and to the extent allowed by applicable laws:

- Comprehensive background investigations (for claimants) to the extent permitted by applicable laws (i.e., Sensitive Data);
- KYC, credit and anti-money laundering checks
- Any other data listed above or as necessary to comply with applicable law or authorities' requests.

Data subjects Employees, insureds, beneficiaries (in each case, past, current and prospective)

Frequency of transfer Ongoing, regular

Duration/retention As permitted by this Addendum, in accordance with Data Protection Legislation

Annex 2 (Nature and purposes of processing)

1. Purposes for which the Counterparty may process Insurer Data:
 - (a) **Surveying the insurance market** including conducting research and analysis.
 - (b) **Insurance placement** including marketing activities and correspondence with customers/clients, Insureds, claimants, employees and contractors of the Insurer or its Group companies for the placement of life, health, pensions, property, motor and other insurance business of the Insurer or its Group companies.
 - (c) **Provision of additional services** where the Counterparty performs additional services outside the scope of this Agreement for any clients or Insureds.
 - (d) **Insurance administration** including correspondence with customers/clients, Insureds, claimants, employees and contractors of the Insurer or its Group companies; collection of premiums and other activities performed on behalf of the Insurer or its Group companies in connection with the administration of insurance policies placed with the Insurer or its Group companies.
 - (e) **Information technology management and database administration** in relation to the above activities.
 - (f) **Compliance** to ensure compliance with applicable legislation, or to respond to authorities' requirements, to the extent permitted by applicable laws.
 - (g) **Insurance underwriting** including pricing coverage, determining insurance policy terms, loss evaluation, risk modelling, profiling.
 - (h) **Employee Benefits**, to provide applicable services and benefits to staff of the Insurer or its Group companies
 - (i) **Corporate Procurement**, to provide applicable services being procured by Insurer or its Group companies, including but not limited to accommodation bookings, IT services and facilities provisions.
2. Purposes for which the Insurer may process Counterparty Data:
 - (a) **Insurance underwriting** including pricing coverage, determining insurance policy terms, loss evaluation, risk modelling, profiling.
 - (b) **Insurance administration** including administering insurance policies, claims-evaluation and handling (including payments to Insureds), and correspondence with customers/clients, Insureds, claimants, employees and contractors of the Counterparty or its Group companies; collection of insurance premiums and payment of commission and contractual sums, and other activities performed by the Insurer or its Group companies in connection with the administration of insurance policies placed with the Insurer or its Group companies.
 - (c) **Fraud prevention** including credit and anti-money laundering checks and investigating or prosecuting fraud.
 - (d) **Information technology management and database administration** in relation to the above activities.
 - (e) **Compliance** to ensure compliance with applicable legislation, or to respond to authorities' requirements, to the extent permitted by applicable laws; defending or prosecuting legal claims.
 - (f) **Employee Benefits**, to provide applicable services and benefits to staff of the Insurer or its Group companies
 - (g) **Corporate Procurement**, to provide applicable services being procured by Insurer or its Group companies, including but not limited to accommodation bookings, IT services and facilities provisions.

Annex 3

UK Registered Companies

	Company Name	Company Number	Registered Office
1	Hardy (Underwriting Agencies) Limited	1264271	20 Fenchurch Street, London, EC3M 3BY, United Kingdom
2	Hardy Underwriting Limited	02981735	20 Fenchurch Street, London, EC3M 3BY, United Kingdom
3	CNA Insurance Company Limited	950	20 Fenchurch Street, London, EC3M 3BY, United Kingdom
4	CNA Europe Holdings Limited	3526047	20 Fenchurch Street, London, EC3M 3BY, United Kingdom
5	CNA Services (UK) Limited	8836589	20 Fenchurch Street, London, EC3M 3BY, United Kingdom
6	Maritime Insurance Company Limited	4000324	20 Fenchurch Street, London, EC3M 3BY, United Kingdom
7	CNA Hardy International Services Limited	09849484	20 Fenchurch Street, London, EC3M 3BY, United Kingdom
8	CNA Insurance Company (Europe) S.A.	FC035780	20 Fenchurch Street, London, EC3M 3BY, United Kingdom

European Branches/Company

	Company Name	Company Number	Branch Office
1	CNA Insurance Company (Europe) S.A.	CNA Insurance Company (Europe) S.A., registered with the Luxembourg Trade and Companies Register under number B222697	35F, avenue John F. Kenned, L-1855, Luxembourg
2	CNA Hardy Belgium Branch	CNA Insurance Company (Europe) S.A., registered with the Luxembourg Trade and Companies Register under number B222697	Succursale Belge, Avenue Charles-Quint 586, 1082 Bruxelles, Belgium
3	CNA Hardy Denmark Branch	CNA Insurance Company (Europe) S.A., registered with the Luxembourg Trade and Companies Register under number B222697	Hammerensgade 6, 1 sal, 1267 København K, Danmark
4	CNA Hardy France Branch	CNA Insurance Company (Europe) S.A., registered with the Luxembourg Trade and Companies Register under number B222697	5th Floor, 52-54 rue de la Victoire , 75009 Paris, France
5	CNA Hardy Germany Branch	CNA Insurance Company (Europe) S.A., registered with the Luxembourg Trade and Companies Register under number B222697	Im Mediapark 8, D-50670 Cologne, Germany, HRB 63197
6	CNA Hardy Italy	CNA Insurance Company (Europe) S.A., registered with the Luxembourg Trade and Companies Register under number B222697	Via Albricci 8, 20122, Milano, Italy
7	CNA Netherlands Branch	CNA Insurance Company (Europe) S.A., registered with the Luxembourg Trade and Companies Register under number B222697	Polarisavenue 140, 2132 JX Hoofddorp, Netherlands

International Registered Companies

	Company Name	Company Number	Registered Office
1	Hardy Underwriting Asia PTE Limited	Reg. No. 201018369K, a Lloyd's Asia service company trading on behalf of Hardy Syndicate 382.	138 Market Street, Capita Green, #03-03, Singapore 048946
2	Hardy Bermuda Limited	43005	Crawford House, 50 Cedar Avenue, Hamilton, HM11, Bermuda
3	Hardy Underwriting Bermuda Limited	40834	Crawford House, 50 Cedar Avenue, Hamilton, HM11, Bermuda
4	Hardy Underwriting Labuan Limited	LL14346	Kensington Gardens, No. U1317, Lot 7616, Jalan Jumidar Buyong, 87000 Labuan F.T., Malaysia