



Standard terms of business for the supply of services by

INTEGRA RISK SERVICES LIMITED

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Applicable Data Protection Laws:

- (i) to the extent UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data
- (ii) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Associated Insurers: all insurers, including the Lead (Re)Insurer, who have an interest in or are party to the insuring of the project to which the Services relate.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Lead (Re)Insurer for the supply of the Services in accordance with clause 6.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 14.5.

Contract: the contract between the Supplier and the Lead (Re)Insurer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Lead (Re)Insurer.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Insurer Personal Data: any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Lead (Re)Insurer or any Associated Insurer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off

or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Lead (Re)Insurer: The insurer with whom the Supplier contracts with for the provision of the Services, and who has the authority to act on behalf of the Associated Insurers in respect of the terms of this agreement.

Lead (Re)Insurer Default: has the meaning set out in clause 4.2.

Risk Management Fund: a certain percent of the insurance premium/an agreed amount set out more particularly in the Order, transferred to the Suppliers Client Account (as define in clause 5.1) in order to facilitate the Supplier providing the Services.

Order: the Lead (Re)Insurer's order for Services as set out in the Lead (Re)Insurer's purchase order form, the Lead (Re)Insurer 's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.

Services: the services, including the Deliverables, supplied by the Supplier to the Lead (Re)Insurer as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Lead (Re)Insurer.

Supplier: Integra Risk Services Limited registered in England and Wales with company number 11178557 whose registered office is at 6th Floor, 117 Houndsditch, London, EC3A 7BT.

Supplier Materials: has the meaning set out in clause 4.1(f).

Term: the term of this agreement, determined in accordance with clause 10.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018

1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time; and
 - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Lead (Re)Insurer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Lead (Re)Insurer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of thirty (30) Business Days from its date of issue.

3. Supply of Services

- 3.1 The Supplier shall supply the Services to the Lead (Re)Insurer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification or as reasonably notified to the Supplier by the Lead (Re)Insurer from time to time, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Lead (Re)Insurer in any such event.
- 3.4 The Supplier warrants to the Lead (Re)Insurer that the Services will be provided using reasonable care and skill.

4. Lead (Re)Insurer 's obligations

- 4.1 The Lead (Re)Insurer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to any specified premises, office accommodation and other facilities as reasonably required by the Supplier which are in the control of the Lead (Re)Insurer;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the specified premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- (g) comply with any additional obligations as set out in the Specification.

4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Lead (Re)Insurer or failure by the Lead (Re)Insurer to perform any relevant obligation (**Lead (Re)Insurer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Lead (Re)Insurer remedies the Lead (Re)Insurer Default, and to rely on the Lead (Re)Insurer Default to relieve it from the performance of any of its obligations in each case to the extent the Lead (Re)Insurer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Lead (Re)Insurer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Lead (Re)Insurer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Lead (Re)Insurer Default.

5. Risk Management Fund

5.1 Prior to the Commencement Date, the Lead (Re)Insurer shall pay or procure the payment of the Risk Management Fund to the Supplier, and the Supplier shall deposit the Risk Management Fund into its client account (**Client Account**).

- 5.2 The Client Account shall be the Supplier's general client account and shall not be a specific bank account set up solely for the purpose of receiving the Risk Management Fund.
- 5.3 The Supplier shall not be bound to ensure that its Client Account pays interest at a particular rate (or at all) to any amounts standing to the credit of it.
- 5.4 The Supplier shall not be obliged to commence the Services until the Risk Management Fund is received in full, however, subject to clause 5.5, the Supplier may elect at its sole discretion to do so. Such election to commence the Services, prior to the receipt in full of the Risk Management Fund, may be withdrawn at any time by the Supplier without notice and without liability to the Lead (Re)Insurer whatsoever
- 5.5 Where the Supplier elects to commence the Services prior to receipt of the Risk Management Fund in accordance with clause 5.4, the Lead (Re)Insurer shall use all reasonable endeavours to ensure the prompt payment of the Risk Management Fund to the Supplier, including (but not limited to), liaising and securing payment from any Associated Insurers in respect of their share of payment.
- 5.6 The Lead (Re)Insurer represents and warrants that the Associated Insurers have been made aware of the Risk Management Fund and have consented to its use in accordance with these terms.
- 5.7 The Supplier's charges shall be administered in accordance with clause 6. Where, at the termination or expiry of this agreement there remains sums standing to the credit of the Risk Management Fund after all Supplier invoices have been paid in full, the Supplier shall return the balance to the Lead (Re)Insurer, or, at the express written direction of the Lead (Re)Insurer, to the participating insurers in accordance with their relevant percentage by direct bank transfer to the account nominated by it together with any interest accrued over £50.00. Interest accrued below £50.00 shall be disregarded.

6. Charges and payment

- 6.1 The Charges for the Services shall be calculated on a time and materials basis:
- (a) the Charges shall be calculated in the manner more particularly set out in the Order;
 - (b) the Supplier's daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - (c) the Supplier shall be entitled to charge an additional daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 6.1(b); and

- (d) the Supplier shall be entitled to charge the Lead (Re)Insurer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 6.2 The Supplier reserves the right to increase the Charges on an annual basis in line with prevailing market trends.
- 6.3 The Supplier shall invoice the Lead (Re)Insurer, as costs are incurred, monthly in arrears.
- 6.4 The Supplier's invoice shall be paid by debiting the amount of the invoice from the sums standing to the credit of the Risk Management Fund on the 30th day (or on the closest Business Day following the 30th day where that day is not a Business Day) following the date of the Supplier's invoice.
- 6.5 Where there are insufficient funds standing to the credit of the Risk Management Fund, any shortfall shall be paid by the Lead (Re)Insurer within 30 days of the date of the invoice in cleared funds to the bank account nominated by the Supplier.
- 6.6 Time for payment shall be of the essence of the Contract
- 6.7 All amounts payable by the Lead (Re)Insurer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Lead (Re)Insurer, the Lead (Re)Insurer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.8 If the Lead (Re)Insurer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, the Lead (Re)Insurer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Lead (Re)Insurer) shall be owned by the Supplier.
- 7.2 The Supplier grants to the Lead (Re)Insurer, or shall procure the direct grant to the Lead (Re)Insurer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables.
- 7.3 The Lead (Re)Insurer shall not sub-license, assign or otherwise transfer the rights granted in clause 7.2.
- 7.4 The Lead (Re)Insurer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Lead (Re)Insurer to the Supplier for the term of the Contract for the purpose of providing the Services to the Lead (Re)Insurer.

8. Data protection

- 8.1 For the purposes of this clause 8, the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.
- 8.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 8.3 The parties have determined that for the purposes of Applicable Data Protection Laws:
- (a) the Supplier shall process the personal data as set out in Schedule 1 as processor on behalf of the Lead (Re)Insurer; and
 - (b) in certain cases, depending on the activity comprising the Services, the Supplier shall act as controller of the personal data set out in Schedule 2
- 8.4 Should the determination in clause 8.3 change, the parties shall use all reasonable endeavours make any changes that are necessary to this clause 8 and Schedule 2.
- 8.5 The Lead (Re)Insurer consents to, (and shall procure all required consents in respect of) all actions taken by the Supplier in connection with the processing of Supplier Personal Data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at <https://www.integratetechnical.com/privacy-policy/> (**Privacy Policy**). In the event of any

inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.

- 8.6 Without prejudice to clause 8.2, the Lead (Re)Insurer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data and Insurer Personal Data to the Supplier and lawful collection of the same by the Supplier for the duration and purposes of this agreement.
- 8.7 In relation to the Insurer Personal Data, Schedule 2 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 8.8 Without prejudice to clause 8.2 the Supplier shall, in relation Insurer Personal data:
- (a) process that Insurer Personal Data only on the instructions of the Lead (Re)Insurer, which shall be to process the Insurer Personal Data for the purposes set out in Schedule 2 (Processing, personal data and data subjects) unless the Supplier is required by Applicable Laws to otherwise process that Insurer Personal Data (**Purpose**). Where the Supplier is relying on Applicable Laws as the basis for processing Insurer Personal Data, the Supplier shall notify the Lead (Re)Insurer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Lead (Re)Insurer on important grounds of public interest. The Supplier shall inform the Lead (Re)Insurer if, in the opinion of the Supplier, the instructions of the Lead (Re)Insurer infringe Applicable Data Protection Laws;
 - (b) implement the technical and organisational measures to protect against unauthorised or unlawful processing of Insurer Personal Data and against accidental loss or destruction of, or damage to, Insurer Personal Data, which the Lead (Re)Insurer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (c) ensure that any personnel engaged and authorised by the Supplier to process Insurer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
 - (d) assist the Lead (Re)Insurer insofar as this is possible (taking into account the nature of the processing and the information available to the Supplier), and at the Lead (Re)Insurer 's cost and written request, in responding to any request from a data subject and in ensuring the Lead (Re)Insurer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (e) notify the Lead (Re)Insurer without undue delay on becoming aware of a personal data breach involving the Insurer's Personal Data;
- (f) maintain records to demonstrate its compliance with this clause 8.

8.9 The Lead (Re)Insurer provides its prior, general authorisation for the Supplier to:

- (a) appoint processors to process the Insurer Personal Data, provided that the Supplier:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Supplier in this clause 8;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
 - (iii) shall inform the Lead (Re)Insurer of any intended changes concerning the addition or replacement of the processors, thereby giving the Lead (Re)Insurer the opportunity to object to such changes provided that if the Lead (Re)Insurer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Lead (Re)Insurer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.
- (b) transfer Insurer Personal Data outside of the UK as required for the Purpose, provided that the Supplier shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Lead (Re)Insurer shall promptly comply with any reasonable request of the Supplier, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

8.10 Where the Supplier is required for the purposes of providing the Services to transfer Insurer Personal Data outside the European Economic Area, it shall ensure that adequate safeguards are in place which may include (but are not limited to) ensuring relevant contractual obligations are put in place with the recipient of the information.

8.11 Transfers within the Supplier's group are covered by an agreement entered into by the members of the group which oblige each group company to ensure that Insurer Personal Data receives adequate and consistent levels of protection whenever it is transferred within the group.

9. Limitation of liability

- 9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.3 Nothing in this clause 9 shall limit the Lead (Re)Insurer 's payment obligations under the Contract.
- 9.4 Nothing in these terms limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.5 Subject to clause 9.2 (No limitation in respect of deliberate default), and clause 9.4 (Liabilities which cannot legally be limited), the Supplier's total liability to the Lead (Re)Insurer for all loss or damage shall be limited in aggregate to the lesser of £1,000,000.00 or ten times the value of the Supplier's fees incurred in respect of the Instruction, excluding disbursements, expenses and applicable taxes.
- 9.6 Subject clause 9.2 (No limitation in respect of deliberate default), clause 9.3 (No limitation of Lead (Re)Insurer 's payment obligations) and clause 9.4 (Liabilities which cannot legally be limited), this clause 9.6 sets out the types of loss that are wholly excluded:
- (a) loss of profits.
 - (b) loss of sales or business.
 - (c) loss of agreements or contracts.
 - (d) loss of anticipated savings.
 - (e) loss of use or corruption of software, data or information.
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 9.7 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5

of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.8 Unless the Lead (Re)Insurer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Lead (Re)Insurer became, or ought reasonably to have become, aware of the event having occurred and shall expire nine months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.9 This clause 9 shall survive termination of the Contract.

10. Term, Duration and Termination

10.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated in accordance with clauses 10.2 to 10.4 until the Supplier has completed the Services as set out in the Order.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Lead (Re)Insurer if:

- (a) the Lead (Re)Insurer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Lead (Re)Insurer.

10.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Lead (Re)Insurer and the Supplier if:

- (a) the Lead (Re)Insurer fails to pay any amount due under the Contract on the due date for payment; or
- (b) the Lead (Re)Insurer becomes subject to any of the events listed in clauses 10.2(b) to 10.2(d), or the Supplier reasonably believes that the Lead (Re)Insurer is about to become subject to any of them.

11. Consequences of termination

11.1 On termination or expiry of the Contract:

- (a) the Supplier may immediately deduct from the Risk Management Fund any sums required to discharge in full its outstanding unpaid invoices and any interest thereon and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice for which the Supplier may make an immediate deduction from the Risk Management Fund to settle;

where there are insufficient funds standing to the credit of the Risk Management Account to discharge the Supplier's invoices in the manner contemplated by clause (a), the Lead (Re)Insurer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Lead (Re)Insurer immediately on receipt;

- (b) the Lead (Re)Insurer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Lead (Re)Insurer fails to do so, then the Supplier may enter the specified 's premises and take possession of them. Until they have been returned, the Lead (Re)Insurer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12. Audit

- 12.1 The Supplier shall allow the Lead (Re)Insurer or the Lead (Re)Insurer's authorised representatives and agents, auditors or its professional advisers, on the provision of reasonable notice to have access to the Supplier's premises, personnel and relevant records in order to: (i) audit and take copies of the Supplier's books and records related to this agreement; (ii) fulfil any legally enforceable request by any regulatory body; (iii) check the accuracy of the Charges or identify suspected fraud; or (iv) verify that the Services are being provided in accordance with this agreement.
- 12.2 The Lead (Re)Insurer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services by the Supplier and that, where possible, individual audits are co-ordinated with each other to minimise any disruption.
- 12.3 Subject to the Supplier's confidentiality obligations, the Supplier shall provide the Lead (Re)Insurer (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.
- 12.4 The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 12 unless the audit identifies a material default by the Supplier, in which case the Supplier shall reimburse the Lead (Re)Insurer for all its reasonable costs incurred in the course of the audit.
- 12.5 If an audit identifies that:
- (a) the Supplier has failed to perform any of its obligations under this agreement then, without prejudice to the other rights and remedies of the Lead (Re)Insurer, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to the Lead (Re)Insurer;
 - (b) the Lead (Re)Insurer has overpaid any Charges, the Supplier shall pay to the Lead (Re)Insurer the amount overpaid within thirty (30) days from the date of receipt of an invoice or notice to do so; and
 - (c) the Lead (Re)Insurer has underpaid any Charges, the Lead (Re)Insurer shall pay to the Supplier the amount of the under-payment within thirty (30) days from the date of receipt of an invoice or notice to do so.
- 12.6 The Lead (Re)Insurer and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.

13. Dispute Resolution

- 13.1 If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR Notice') to the other parties to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 13.2 If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within 14 working days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.
- 13.3 Unless otherwise agreed, the mediation will start not later than twenty eight (28) working days after the date of the ADR Notice. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

14. General

- 14.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.2 **Assignment and other dealings.**
- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
 - (b) The Lead (Re)Insurer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 14.3 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Lead (Re)Insurers, clients or suppliers of the other party, except as permitted by clause 14.3(b).

- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

14.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified below:
 - (i) for the Supplier: Paul.Latimer@integratechnical.com with a copy to natalia.staina@integratechnical.com and Sue.Evans@integratechnical.com
 - (ii) for the Lead (Re)Insurer:
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by fax or email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 14.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

14.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Mandatory Policies

The Mandatory Policies are:

Modern Slavery and Human Trafficking Policy.

Anti-Bribery and Anti-Corruption Policy.

Ethics Policy.

Data and Privacy Policy.

Security Policy.

Schedule 2 Data Protection

THIS SCHEDULE CONTAINS DETAILS OF THE PROCESSING OF PERSONAL DATA

1. PARTIES' ROLES

- 1.1 The Supplier acts as a processor
- 1.2 The Lead (Re)Insurer acts as a controller

2. PARTICULARS OF PROCESSING

- 2.1 **Nature & purpose:** The Personal Data is processed for the purposes of performing the Instruction.
- 2.2 **Duration of the processing:** The duration of the processing corresponds to the duration of the Lead (Re)Insurer's Services.
- 2.3 **Types of personal data:**
 - (a) Names,
 - (b) Dates of birth,
 - (c) Sex,
 - (d) Marital status,
 - (e) Contact details,
 - (f) Employment details (both past and present), including salary and National Insurance number.
 - (g) Insurance policy details and details of a claim.
 - (h) Bank details and credit reports.
 - (i) Special category personal data including medical history, race, ethnicity, religious beliefs, sexual orientation, membership of trade unions, political opinions, details of injury, details of both mental and physical health and genetic & biometric information.
- 2.4 **Categories of data subject:**
 - (a) the officers and employees of the Associated Insurers;
 - (b) witnesses and experts that may be instructed;
 - (c) the Associated Insurers policyholders;
 - (d) those making claims against the Associated Insurers policyholders