

## DATA PROTECTION / GDPR ADDENDUM

### 1. Data Protection

1.1 Data may be provided to ADM by the Customer or collected by ADM on behalf of the Customer in connection with this Agreement. ADM acknowledges that the Data and all rights of whatever nature in and/or in relation to it shall always be and remain the sole property of the Customer and the Customer hereby reserves all rights which may subsist in such Data. ADM shall not delete or remove any copyright notices contained within or relating to any such Data.

1.2 The Parties shall, and shall procure that their employees, agents and sub-contractors shall, always comply with their respective obligations under the Data Protection Legislation.

### 1.3 The following obligations in this clause 1.3 apply where ADM is acting as a Data Controller:

1.3.1 Where one Party is transferring Data (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), the Disclosing Party shall ensure that any Personal Data that is transferred:

- (a) has been collected in accordance with the Data Protection Legislation; and
- (b) the fair processing notice given to the relevant Data Subject entitles the Receiving Party to process such Data for the purposes set out in this Agreement.

1.3.2 Where the Disclosing Party relies on the consent of the Data Subject to meet its obligations under **Clause 1.3.1**, the Disclosing Party warrants that:

- (a) the consent entitles the Receiving Party to Process the Data for the purposes set out in this Agreement;
- (b) the consent has been collected in accordance with the Data Protection Legislation; and
- (c) it will promptly notify the Receiving Party if the relevant Data Subject withdraws his or her consent.

1.3.3 ADM shall and shall procure that its employees, agents and sub-contractors shall:

- (a) only process Data in order to provide the [Claims Handling] [and] [Loss Adjuster] Services and in accordance with the terms of this Agreement;
- (b) not disclose the Data to any third party without the prior written approval of the Customer except where otherwise permitted by this Agreement or required to do so by a Regulator, by law or as expressly required under this Agreement;
- (c) subject to Regulatory Requirements, obtain where requested by the Customer and provide to the Customer copies of all the Data which ADM or ADM's employees, agents or sub-contractors have in their possession (whether in electronic format or otherwise);
- (d) implement and maintain appropriate technical and organisational measures to protect the Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. ADM shall provide a written description of such measures on request;
- (e) notify the Customer (within two Working Days) if it receives:
  - (i) a request from a Data Subject for access to his or her Personal Data; or
  - (ii) a complaint or request relating to its or the Customer's obligations under the Data Protection Legislation relating to the Data or the Data Subject contemplated in **Clause 1.3.3(e)(i)** above; or
  - (iii) any other communication relating directly or indirectly to the storage, processing, use or disclosure of any Data under or in connection with this Agreement;

and shall obtain the Customer's prior written approval (such approval not to be unreasonably delayed or withheld, prior to providing a response).

1.4 To the extent that ADM is processing Data as a Data Processor on behalf of the Customer, ADM agrees that it shall:

- (a) process the Data only on behalf of the Customer and only for the purposes of performing this Agreement as instructed in this Agreement or in accordance with documented instructions made by the Customer from time to time;
- (b) notify the Customer prior to carrying out any instruction from the Customer if, in ADM's reasonable opinion, such instruction is likely to result in a breach of Data Protection Legislation;
- (c) assist and fully co-operate with the Customer as requested by the Customer from time to time to ensure the Customer's compliance with its obligations under the Data Protection Legislation which shall include, but not be limited to:
  - (i) completing and reviewing data protection impact assessments;
  - (ii) implementing measures to mitigate against any data protection risks;
  - (iii) implementing such technical and organisational measures to enable the Customer to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation which shall include but not be limited to:
    - (A) providing Data and details of the processing of Data in response to a subject access request; and
    - (B) deleting and/or rectifying Data in response to a request on behalf of a Data Subject; and
  - (iv) assisting with any enquiries from Regulators.
- (d) notify the Customer promptly (but in any event within 24 hours) should it:
  - (i) receive notice of any complaint made to a Regulator or any finding by a Regulator in relation to its Processing of Personal Data, whether it is Data or otherwise;
  - (ii) be under a legal obligation to process Data, other than under the instructions of the Customer. In which case it shall inform the Customer of the legal obligation, unless the law prohibits such information being shared on important grounds of public interest;
  - (iii) receive any request on behalf of a Data Subject of, exercising their rights under the Data Protection Legislation;
  - (iv) become aware that in following the instructions of the Customer, it shall be breaching Data Protection Legislation; or
  - (v) become aware of any circumstance which may cause ADM to breach this **Clause 1** or which may cause either party to breach the Data Protection Legislation
- (e) not transfer Data outside of the European Economic Area without the Customer's prior written consent. If the Customer provides such consent, ADM shall take such further actions as the Customer directs to ensure that the transfer is subject to adequate safeguarding measures.

## Security

- 1.4.2 When Processing Data under this Agreement, ADM shall take all necessary technical and organisational precautions and measures to preserve the confidentiality and integrity of Data and prevent any unlawful processing or disclosure 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. These shall include, but not be limited to:
- (a) encrypting Data stored on any mobile media or transmitted over public or wireless networks;
  - (b) implementing and maintaining business continuity, disaster recovery and other relevant policies and procedures to ensure:
    - (i) the confidentiality, integrity, availability and resilience of processing systems and services; and
    - (ii) the availability and access to Data in a timely manner in the event of a physical or technical incident;
  - (c) ensuring that all employees and contractors who are involved in the Processing of Data are trained in the policies and procedures set out in this **Clause 1.4.2** and are under contractual or statutory obligations of confidentiality concerning Data;
  - (d) pseudonymise Data on request by the Customer and in all cases where Live Data is used for troubleshooting; and
  - (e) if Data is backed up and taken off-site by ADM or any of its employees, agents or sub-contractors, ADM shall ensure and procure that its employees, agents and sub-contractors ensure that all such data is encrypted, securely transferred, and stored securely. (“The Security Measures”)
- 1.4.3 The Security Measures shall be regularly tested by ADM to assess the effectiveness of the measures in ensuring the security, confidentiality, integrity, availability and resilience of Data and ADM shall maintain records of the testing.
- 1.4.4 ADM shall maintain accurate written records of the Processing it undertakes in connection with this Agreement, which shall contain at a minimum:
- (a) its details, the Customer's details, the details of its data protection officer;
  - (b) the categories of Processing carried out on behalf of the Customer;
  - (c) the details of any transfers to any third countries, where applicable, and the safeguards in place for that transfer; and
  - (d) an accurate record of the Security Measures it has in place.
- 1.4.5 ADM shall provide the records set out in **Clause 1.4.4** to the Customer or a Regulator on request.

## Security breach notification

- 1.4.6 ADM shall notify the Customer promptly (and in any event no later than 48 hours after discovery and not without undue delay) if it becomes aware of any actual, suspected or threatened unauthorised exposure, access, disclosure, Processing, use, communication, deletion, revision, encryption, reproduction or transmission of any component of the Data, unauthorised access or attempted access or apparent attempted access (physical or otherwise) to Data or any loss of, damage to, corruption of or destruction of such Data ("**Security Incident**").
- 1.4.7 The notification in **Clause 1.4.6** shall include details of the:
- (a) nature of the Security Incident, including the categories and approximate number of Data Subjects and records concerned;
  - (b) contact at ADM who will liaise with the Customer concerning the Security Incident; and
  - (c) remediation measures being taken to mitigate and contain the Security Incident.
- 1.4.8 In the event of a Security Incident, the Customer shall at its sole discretion determine whether and in what form to provide notification to the Data Subject, any third party or Regulator and ADM shall not notify the Data Subject, any third party or Regulator unless such disclosure by ADM is required by law or is otherwise approved by the Customer.

## Sub-contracting

- 1.4.9 ADM shall not provide any third party with access to Data or sub-contract any of its obligations under this Agreement without the prior written approval of the Customer.
- 1.4.10 Where authority has been granted by the Customer to ADM to engage any sub-contractor in accordance with **Clause 1.4.9**, ADM shall:
- (a) undertake due diligence on the sub-contractor equivalent to the due diligence undertaken on ADM by the Customer under this Agreement; and
  - (b) put in place contractual data processing provisions equivalent to those in place between ADM and the Customer under this Agreement.
- 1.4.11 ADM shall remain liable for the Processing activities of such sub-contractor as if those actions were its own.

## Personnel

- 1.5** ADM agrees that it shall and that it shall procure that its employees, agents and sub-contractors shall:
- 1.5.1 take reasonable steps to ensure the reliability of any of its employees, agents and sub-contractors who have access to the Data;
  - 1.5.2 ensure that only those of its employees, agents and sub-contractors who need to have access to the Data are granted access to such Data and only for the purposes of the performance of this Agreement;
  - 1.5.3 ensure that the employees, agents and sub-contractors who do have access to the Data:
    - (a) are informed of the confidential nature of the Data;
    - (b) undergo training in the Data Protection Legislation and in the care and handling of Personal Data; and
    - (c) comply with the obligations set out in this **Clause 1**.
- 1.6** If any part of the Data ceases to be required by ADM for the performance of its obligations under this Agreement, ADM shall securely delete such Data in ADM's possession or control or in the possession or control of ADM's employees, agents or sub-contractors and delete such Data from all of ADM's software and/or hardware systems and procure that it is securely deleted from all of the software and/or hardware systems of ADM's employees, agents or sub-contractors (as applicable) as defined in the Privacy Policy (<https://www.schemeserve.com/privacy-policy>).
- 1.7** ADM shall immediately notify the Customer if it becomes aware of any breach of the Data Protection Legislation in relation to the Data or any breach by ADM (or any of its employees, agents or sub-contractors) of the provisions of this **Clause 1**.
- 1.8** In the event that any Data held by ADM or any of ADM's employees, agents or sub-contractors is corrupted, lost or degraded sufficiently as to be unusable as a result of any breach of this Agreement or negligence of ADM, its employees, agents or sub-contractors, ADM shall (or shall procure that the agent or sub-contractors, as appropriate, shall), at its own cost carry out such remedial action to restore the Data as the Customer may reasonably require (without prejudice to the Customer's other rights or remedies for such a breach). In all other circumstances, if Data is corrupted, lost or degraded, ADM shall (or shall procure that the agent or sub-contractor, as appropriate, shall) carry out such remedial actions as may be reasonably necessary to restore the Data as agreed by the Parties, and any cost of the remedial actions or other actions shall be determined by the Parties.
- 1.9** ADM shall and shall procure that its employees, agents and sub-contractors shall make secure back-ups of all Data relating to Customers in accordance with its Business Continuity Plan.
- 1.10** Each party shall, at all times during and after the Term, indemnify the other (including any member of the Customer Group) and the other's representatives, directors, officers, employees and members ("**Indemnified Persons**") and keep the Indemnified Persons indemnified against all claims, losses, damages, costs or expenses and other liabilities (including legal fees) incurred by an Indemnified Person in connection with, or in the course of, or as a consequence of any breach of either party's obligations under the Data Protection Legislation and/or this **Clause 1** except and to the extent that such liabilities have resulted directly from either party exactly following their obligations under this agreement.
- 1.11** A breach of this **Clause 1** shall be deemed a material breach of this Agreement.