

**DATA PROTECTION ENDORSEMENT**  
**(For attachment to LMA3145)**

By this endorsement the Consortium Agreement is amended as follows -

**1. By making the following amendments in SECTION 24:**

**1.1 to replace existing Sub-section 24.3 as follows:**

“Subject to Sub-section 32.2, the Consortium Manager shall retain all records, including electronic, relating to all insurances bound, claims handled and recoveries pursued under the Agreement for a minimum period of seven (7) years or for such longer period as may be required by local law;”

**2. By replacing existing SECTION 32 with the following:**

**SECTION 32**

**DATA PROTECTION**

- 32.1 The Consortium Manager and the Following Underwriters acknowledge and agree that where either the Consortium Manager or a Following Underwriter processes personal data under or in connection with the Agreement it alone determines the purposes and means of such processing as a controller.
- 32.2 In respect of the personal data the Consortium Manager or a Following Underwriter processes under or in connection with the Agreement, the Consortium Manager and each of the Following Underwriters:
- 32.2.1 shall comply at all times with its obligations under the data protection law;
- 32.2.2 shall notify the other parties to the Agreement without undue delay after, and in any event within 24 hours of, becoming aware of a personal data breach; and
- 32.2.3 shall assist and co-operate fully with the other parties to the Agreement to enable the other parties to comply with their obligations under the data protection law, including but not limited to in respect of keeping personal data secure, dealing with personal data breaches, complying with the rights of data subjects and carrying out data protection impact assessments.
- 32.3 The Consortium Manager and the Following Underwriters shall work together to ensure that each of them is able to process the personal data it processes under or in connection with the Agreement for the purposes contemplated by the Agreement lawfully, fairly and in a transparent manner and in compliance with the data protection law. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each Party to comply with the data protection law.
- 32.4 In respect of personal data processed under or in connection with the Agreement, the Consortium Manager and the Following Underwriters shall enter into such other written agreements as may be required from time to time to enable each party to comply with the data protection law.
- 32.5 Without prejudice to the generality of Sub-section 32.2, where a party to the Agreement (the “Disclosing Party”) discloses personal data to another party to the Agreement (the “Recipient”) under or in connection with the operation of the Agreement, the Disclosing Party shall ensure that such personal data may be processed

by the Recipient for the purposes contemplated by the Agreement lawfully, fairly and in a transparent manner and in compliance with the data protection law.

32.6 For the purposes of this Section 32:

“controller” means the person which, alone or jointly with others, determines the purposes and means of the processing of personal data;

“data protection law” means all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including but not limited to the privacy and security of personal data;

“data subject” means the identified or identifiable natural living person to whom the personal data relates;

“personal data” means any information relating to the data subject; and

“personal data breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

LMA5317

2 March 2018