

**FINANCIAL CRIME ENDORSEMENT**  
**(For attachment to LMA9008A)**

By this endorsement the Third Party Administrator Agreement is amended as follows -

**1. By replacing existing paragraphs 1.3 to 1.4 with the following new paragraphs 1.3 to 1.9:**

- "1.3 Without prejudice to the generality of paragraph 1.2 above, each Party shall comply with, and co-operate in respect of the observance of, any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind the relevant customer, the TPA, the relevant London broker or Underwriters.
- 1.4 For the avoidance of doubt, the TPA shall not pay any claim or provide any benefit to the extent that the payment of such claim or provision of such benefit would expose the TPA or Underwriters to any sanction, prohibition or restriction under any applicable international economic, financial or trade sanctions laws or regulations.
- 1.5 The TPA shall not accept, offer or facilitate payment, consideration or other benefit which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery law.
- 1.6 The TPA shall not undertake any activity which facilitates the evasion of taxes anywhere in the world or which would constitute a criminal act in the jurisdiction in which it is located or doing business, or which would expose the Underwriters to any criminal sanction.
- 1.7 The TPA shall maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 1.2 to 1.6 above.
- 1.8 Without limiting the TPA's other obligations under this Agreement, the TPA shall be responsible for the payment of any fees and for any penalties or monetary or non-monetary assessments that may result from TPA's violation of any regulatory or legal requirement, to the extent the imposition of such fees or penalties does not arise solely and/out of the actions of Underwriters.
- 1.9 The TPA acknowledges the right of Underwriters to withdraw or vary the TPA's authority in respect of any particular claim and in such circumstance the Underwriters shall be entitled to take any decision or take any action with regard to the claim that Underwriters consider appropriate.

LMA5319  
2 March 2018