BRMA 77A

PRIVACY & PROTECTION OF DATA

A. The Company and the Reinsurer represent that they are aware of and in compliance with their responsibilities and obligations under applicable laws and regulations pertaining to Non-Public Personal Information and Protected Health Information (hereinafter “NPPI” and “PHI,” respectively). For the purpose of this Contract, “Non-Public Personal Information” and “Protected Health Information” shall mean financial or health information that identifies an individual, including claimants under Policies reinsured under this Contract, and which information is not otherwise available to the public. Data conveyed through the Intermediary may include NPPI and/or PHI that is protected under applicable laws and regulations and shall be used only in the performance of rights, obligations and duties in connection with this Contract.

B. The Intermediary shall receive and convey NPPI and PHI data that it has received from the parties to this Contract or others for the sole purpose of carrying out the respective obligations of the parties under this Contract. To the extent that this Contract is placed in conjunction with one or more corresponding Intermediaries the parties hereby authorize the transmission of the relevant data through the corresponding Intermediaries whether located in the United States or any other country. The parties shall use any NPPI and PHI data received from another party or the Intermediary only as may be necessary to satisfy their respective obligations under this Contract. Furthermore, the parties shall maintain appropriate safeguards to protect any data received from accidental loss or unauthorized access, use or disclosure.

BRMA 77B

PRIVACY

A. Privacy Awareness: The Company and the Reinsurer are aware of and in compliance with their responsibilities and obligations under:

The Gramm-Leach-Bliley Act of 1999 (the "Act") and applicable Federal and State laws and regulations implementing the Act. The Company and the Reinsurer will only use non-public personal information as permitted by law; and

The applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and the related requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 160 and 164 (the "Federal Privacy Regulations"). The Company and the Reinsurer will only use protected health information as permitted by law.

B. Non-Disclosure: To the extent required or prohibited by applicable law or regulation, the Reinsurer shall not disclose any (a) Non-Public Personal Information or (b) protected health information (as defined in 45 CFR 164.501) it receives from the Company to anyone other than:

The Reinsurer, the Reinsurer's affiliates, legal counsel, auditors, consultants, regulators, rating agencies and any other persons or entities to whom such disclosure is required to effect, administer or enforce a reinsurance contract; or any retrocessional reinsurance contract applicable to the losses that are the subject of this Contract; or

Persons or entities to whom disclosure is required by applicable law or regulation.

C. Non-Public Personal Information: "Non-Public Personal Information" shall for the purpose of this Contract mean financial or health information that personally identifies an individual, including claimants under Policies reinsured under this Contract, and which information is not otherwise available to the public.

BRMA 77C

PRIVACY

In the course of performance of the Reinsurer’s duties and obligations under this Contract, the Reinsurer may receive nonpublic personal information (i.e., any and all personal, financial and/or health information) associated with the Company’s Policies that are the subject matter of this Contract. Such nonpublic information shall be held in the strictest confidence by the Reinsurer and its agents, employees, affiliates, and representatives and shall not be used for any purpose other than the performance of its duties and obligations under this Contract. The Reinsurer shall maintain appropriate procedures to protect the privacy, confidentiality and security of all such information, consistent with the requirements of the Gramm-Leach-Bliley Act (formally known as the “Financial Services Modernization Act of 1999”) and any other applicable privacy laws or regulations.

BRMA 77D

PRIVACY

The Reinsurer agrees that it shall comply with all applicable laws and regulations governing the disclosure of non-public personally -identifiable information or personal information disclosed to the Reinsurer during the performance of this Contract.

BRMA 77E

PRIVACY & PROTECTION OF DATA

* 1. Communication of all required underwriting, accounting, claims and related data (including but not limited to notices, statements, premium, return premium, commissions, taxes, losses, loss adjustment expense, salvages and loss settlements) shall be transmitted to the Company or the Reinsurer through the Intermediary.
	2. The Company and the Reinsurer represent that they are aware of and in compliance with their responsibilities and obligations under applicable laws and regulations pertaining to Non-Public Personal Information (hereinafter “NPPI”). For the purpose of this Contract, “Non-Public Personal Information” shall mean financial information that identifies an individual, including claimants under Policies reinsured under this Contract, and which information is not otherwise available to the public. Data conveyed through the Intermediary may include NPPI that is protected under applicable laws and regulations and shall be used only in the performance of rights, obligations and duties in connection with this Contract.
	3. It is agreed that the Intermediary shall receive and convey NPPI data that it has received from the parties to this Contract or others for the sole purpose of carrying out the respective obligations of the parties under this Contract. To the extent that this Contract is placed in conjunction with one or more corresponding Intermediaries the parties hereby agree to the transmission of the relevant data through the corresponding Intermediaries whether located in the United States or any other country. The parties agree to use any NPPI data received from another party or the Intermediary only as may be necessary to satisfy their respective obligations under this Contract. Furthermore, the parties shall maintain appropriate safeguards to protect any data received from accidental loss or unauthorized access, use or disclosure.

BRMA 77F

PRIVACY

The Reinsurer agrees that any personal information about individuals protected from disclosure under any applicable state and federal privacy laws (including without limitation, statutes and regulations enacted pursuant to the Gramm-Leach-Bliley Act, Public Law 106-102) (“Privacy Laws”) (“Personal Information”) will not be used or disclosed if prohibited by Privacy Laws. Reinsurer confirms that it has in place written and up-to-date administrative, technical and physical safeguards to protect the security, integrity and confidentiality of Personal Information in accordance with all Privacy Laws.  Should Reinsurer learn or have reason to believe that Personal Information has been disclosed in a manner contrary to Privacy Laws, Reinsurer, upon learning of the disclosure, shall give the Company immediate written notice of such disclosure to allow the Company to evaluate its potential rights and Reinsurer, at its own expense, shall take immediate action to remedy any such disclosure as required by law.

BRMA 77G

DATA PROTECTION CLAUSE

# In the performance of its obligations under this Agreement, each party shall comply with the Data Protection Law for the processing of Personal Data which is applicable to it.

# Without prejudice to the generality of the foregoing:

## The parties acknowledge and agree that they will each:

### Implement appropriate technical and security measures for the safeguard of Personal Data in accordance with Data Protection Law;

### respond to enquiries they receive from any individual whose Personal Data (data subject) is processed or supervisory authority in accordance with Data Protection Law; and

### provide reasonable cooperation and assistance to the other party to enable it to fulfil its obligations under Data Protection Law in particular in case of enquiries from any data subject or supervisory authority or a Personal Data breach.

## The Reinsurer shall:

### notify the Reinsured of any known breach of technical and organizational security measures where the breach has affected or could have affected the Personal Data;

### notify the Reinsured if it receives any request or enquiry from any supervisory authority or data subject with regard to the Personal Data, and keep the Reinsured updated as to how it handles such request or enquiry;

### not transfer Personal Data without having implemented appropriate safeguards in accordance with the Data Protection Law.

## The Reinsured acknowledges that the Reinsurer does not have a direct relationship with the data subjects that is necessary to notify the data subject of, or as the case may be, obtain their consent to, the Reinsurer’s processing of their Personal Data. Accordingly, the Reinsured warrants and undertakes that:

### all Personal Data has been collected and disclosed to the Reinsurer in accordance with Data Protection Law;

### to the extent that consent of the data subjects is required by the Data Protection Law it has obtained and will obtain on a continuing basis all requisite consent from the data subjects in order for the Reinsurer to fulfil its obligations and exercise its rights in connection with the Reinsurer’s purposes.

# With respect to the processing of Personal Data regulated by the Regulation:

## the parties acknowledge and agree that each shall be a data controller (as defined in the Regulation);

## where required by the Regulation, the parties shall have to implement additional appropriate safeguards (e.g. executing standard data protection clauses for transfers);

1. The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of these clauses. Liability as between the parties is limited to actual damage suffered. Indemnification hereunder is contingent upon (a) the party(ies) to be indemnified (the “indemnified party(ies)”) promptly notifying the other party(ies) (the “indemnifying party(ies)”) of a claim, (b) the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and (c) the indemnified party(ies) providing reasonable cooperation and assistance to the indemnifying party(ies) in defence of such claim.
2. The obligations of each party in this Article will survive the termination of the Treaty where applicable.

Definitions:

Data Protection Law means all applicable data protection and privacy legislation, regulation and guidance including but not limited to:

1. any statute, regulation, law, code or guidance (all as amended, updated or re-enacted from time to time) in any territory which relates to protection and/or privacy of personal data and which the Reinsured and/or the Reinsurer must observe;
2. For the processing of Personal Data regulated by the Regulation, the Regulation (as amended, updated or re-enacted from time to time);

Regulation means Regulation (EU) 2016/679 of the European Parliament and of the Council.

Personal Data means the personal data (as defined in Data Protection Law) transferred between the parties under this Agreement.

BRMA h

Data Protection Endorsement - Lloyds

9.1        The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.

9.2         In respect of the Personal Data a Party processes under or in connection with this Agreement, the Party:

1. shall comply at all times with its obligations under the Data Protection Law;
2. shall notify the other Party without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
3. shall assist and co-operate fully with the other Party to enable the other Party to comply with their obligations under 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.

9.3       The Parties shall work together to ensure that each of them is able to process the Personal Data it processes under or in connection with this Agreement for the purposes contemplated by this 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.

9.4        For the purposes of this clause 9:

“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.

*LMA9147 - Terms of Business Agreement (Non Risk Transfer)*

BRMA 77J

GDPR

The parties shall comply with all applicable laws and regulations governing the disclosure and re-disclosure of non-public personally identifiable information, or personal information ("Personal Data"),, as may be in force at the time this Agreement is entered into or which may be subsequently amended, promulgated or enacted ("Data Protection Laws").. The Reinsurer also hereby agrees to comply with the terms of any agreement entered into, or which may be entered into, between the Company and the Reinsurer involving the Company's information security requirements to protect the Company's data.

If this Agreement may involve a transfer of Personal Data by the Company to the Reinsurer to which the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") applies and/or any Data Protection Laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, the following additional paragraphs shall apply:

1. The parties acknowledge that each will act as a separate data controller for the purposes of the Data Protection Laws. The Reinsurer shall only process Personal Data received from the Company (or its affiliates or agents) in connection with this Agreement for the purposes of performing its obligations under this Agreement (other than where necessary to comply with a requirement of applicable law to which it is subject). The Reinsurer shall have in place appropriate technical and organizational security measures to protect such Personal Data against unauthorized or unlawful processing, or accidental loss or destruction or damage.
2. The Reinsurer shall notify the Company without undue delay following any breach of the Data Protection Laws involving such Personal Data and shall co-operate with the Company, to the extent reasonably requested, in relation to: (a) any notifications to supervisory authorities or to data subjects required following any such breach, (b) any communication from data subjects concerning the processing of their Personal Data and/or the exercise of their rights under the Data Protection Laws and (c) any communication from a supervisory authority concerning compliance with the Data Protection Laws.
3. Prior to transferring Personal Data to the Reinsurer for the purposes of this Agreement, the Company may require the Reinsurer to enter into standard contractual clauses for the transfer of Personal Data to controllers established in third countries that do not ensure an adequate level of data protection as set out in European Commission Decision C(2004)5721, as updated, amended, replaced or superseded from time to time, or such other standard contractual clauses as may be specified by regulatory authorities from time to time, to the extent that such transfer would be prohibited by Data Protection Laws in the absence of such standard contractual clause.