

1. DEFINITIONS AND INTERPRETATION

1.1

"Auditor" means a person or firm which undertakes an audit of a Coverholder or TPA's underwriting, claims, operational and financial controls;

"Coverholder" shall have the meaning set out in the Lloyd's Definitions Byelaw (No 7 of 2005);

"Delegated Audit Manager System User" means any entity to whom the Platform is made available, which shall (unless the context otherwise requires) include the Platform User;

"Document" means any document uploaded to the Platform by a Platform User (including by an Individual User) in relation to a Permitted Purpose;

"Data Protection Laws" means as applicable the Data Protection Act 2018, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), and all applicable laws (including judgements of any relevant court of law) and regulations relating to the processing of personal data, electronic communications and privacy, including where applicable the guidelines, recommendations, best practice, opinions, directions, decisions and codes of conduct issued, adopted or approved by the European Commission, the European Data Protection Board, the UK's Information Commissioner's Office and/or any other supervisory authority, commissioner or regulator, or data protection authority wherever situated from time to time;

"Individual User" means an individual employed, engaged or contracted by the Platform User that is permitted to use the Platform on behalf of the Platform User;

"Laws" means any applicable law, statute, bye law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance or industry

code of practice, rule of court or directives, delegated or subordinate legislation in force from time to time;

"Lloyd's" means the Society incorporated by Lloyd's Act 1871 by the name of Lloyd's;

"Lloyd's Broker" shall have the meaning set out in the Lloyd's Definitions Byelaw (No 7 of 2005);

"Managing Agent" shall have the meaning set out in the Lloyd's Definitions Byelaw (No 7 of 2005);

"NIIT" means NIIT Insurance Technologies, a company with whom Lloyd's has contracted to configure and build the Platform;

"Pegasystems" means Pegasystems Limited, a company with whom Lloyd's has contracted to subscribe to the Pega 7 cloud platform;

"Permitted Purpose" means the inputting, uploading, sending and receiving of Platform User Data and Documents for the purpose of:

- (a) issuing and collating auditor RFI for audits of Coverholders and TPAs,
- (b) conducting pre-scheduling activities (including capturing Coverholder / TPA unavailability dates, insurer auditor panels and audit cycles),
- (c) operating and managing the coordinated audit scheduling process,
- (d) recording and managing solo and self-managed audits within the system,
- (e) formalising audit scopes and agreeing quotes with selected Auditors,
- (f) preparing for, carrying out and managing audit site visits,
- (g) recording, reporting and responding to audit outputs (including the production of recommendation letters),
- (h) enabling administration activities to be conducted (including managing reference data, application settings and workflow states),
- (i) generating appropriate reporting for each scope area,
- (j) assessing and managing the timely completion of all tasks and activities on the Platform (including reporting on compliance with service levels), and
- (k) conducting Auditor quality ratings;

"Platform Information" means user manuals, instructions, guides, online and video tutorials and other information relating to the Platform User's use of the Platform;

"Platform User Data" means all data and other information that the Platform User (or one of its Individual Users on its behalf) inputs, uploads, links to or otherwise provides or makes available using the Platform (including Documents), together with any and all information and

data relating to or indicating the Platform User's (or one of its Individual User on its behalf) use of the Platform;

"Platform User Personal Data" means any Personal Data comprised in the Platform User Data;

"Software" means any computer program or programming and any embedded software tools or object libraries;

"Term" means the period between the acceptance of these T&Cs by the Platform User and the date on which these T&Cs are terminated in accordance with clause 12; and

"TPA" shall have the meaning set out in the Lloyd's Definitions Byelaw (No 7 of 2005) for the expression "third party administrator".

2. PLATFORM ACCESS AND CONDITIONS OF USE

2.1 These T&Cs shall bind the Platform User from and including the date of first acceptance of these T&Cs by an Individual User for and on behalf of the Platform User. For the avoidance of doubt, any subsequent acceptance or rejection of these T&Cs by any other Individual User shall not affect the validity, enforceability or Term of these T&Cs, which shall remain in force until terminated in accordance with clause 12.

2.2 The Platform User shall ensure that all login and password details are kept secure and are not shared with or used by anyone other than the Individual Users. The Platform User is responsible for any use of the Platform by the Individual Users.

2.3 After acceptance of these T&Cs for and on behalf of the Platform User, Lloyd's will make the Platform available to the Platform User for the Permitted Purpose, in accordance with the terms of these T&Cs.

2.4 The Platform is provided "as is" and Lloyd's give no warranties in respect thereof. Except for the warranties set out in clause 4.2, all warranties and conditions of Lloyd's, whether express or implied, are excluded. In particular, and without limit, Lloyd's makes no warranties of uninterrupted use with respect to the Platform. The Platform User acknowledges that its use of the Platform may be interrupted due to faults in its or another Delegated Audit Manager System User's own system.

2.5 The Platform User acknowledges that the Platform shall work as a workflow management system and not as a document repository.

2.6 The Platform User shall not use the Platform, nor store, distribute or transmit any material through the Platform in a way that could reasonably be determined to:

2.6.1 violate any Laws;

2.6.2 commit a tortious or otherwise wrongful act, including, without limitation, the communication of libellous, defamatory, scandalous, threatening, harassing, or private information (without consent) or communicating content that is likely to cause emotional distress;

2.6.3 communicate content that is obscene, pornographic, lewd, lascivious or violent;

2.6.4 violate any copyright, patent, trademark, trade secret or other intellectual property rights of others;

- 2.6.5 obtain or attempt to obtain unauthorised access, such as attempting to circumvent or circumventing any authentication or other security feature of the Platform. This includes accessing data not intended for the Platform User or any of the Individual Users, logging into a server or account the Platform User or any of the Individual Users is not authorised to access, or probing the security of the Platform;
- 2.6.6 interfere or attempt to interfere with service of the Platform by use of any program, script, command or otherwise. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload the Platform or to burden excessively;
- 2.6.7 introduce viruses, worms, harmful code and/or Trojan horses; and/or
- 2.6.8 propagate chain letters and pyramid schemes, whether or not the recipient wished to receive such mailings.
- 2.7 The Platform User shall not use the Platform nor store, distribute or transmit any material (including Documents) through the Platform which could reasonably be determined to constitute sensitive personal data (as set out in Clause 8.11).
- 2.8 The Platform User shall not upload Platform User Data or Documents that exceed 25MB to the Platform.
- 2.9 The Platform User shall not intentionally (using reasonable care) do or omit to do anything that might adversely affect the operation of the Platform. The Platform User will not allow any person other than the Individual Users to access and use the Platform.
- 2.10 Lloyd's reserves the right to:
 - 2.10.1 modify the Software, or the Platform User's operating environment, its network, system configurations or routing configuration; or
 - 2.10.2 modify or replace any Software in its network or in equipment forming part of the Software, the Platform User's operating environment or the Platform or used to deliver any Service.
- 2.11 Lloyd's will not be responsible for any delay or failure in the functioning of the Platform caused by the act or omission of the Platform User or any other event, act or omission outside of its

control. Lloyd's shall be entitled to recover any costs and expenses it incurs as a result of a breach of these T&Cs or negligence of a Platform User or any of the Individual Users.

- 2.12 Lloyd's does not and shall not control or endorse and is not and shall not be responsible for the content or particulars of any Platform User Data, Documents or any other material posted by Delegated Audit Manager System Users on the Platform.

3. SECURITY AND SUSPENSION

- 3.1 Lloyd's shall procure that information security provisions designed to:

- 3.1.1 ensure the security and confidentiality of the Platform User's information;
- 3.1.2 protect against any foreseeable threats or hazards to the security or integrity of the Platform; and
- 3.1.3 protect against unauthorised access to or use of any information and to the Platform,

are included within the agreements with Pegasystems and NIIT.

- 3.2 The Platform User agrees that Lloyd's may suspend the use of the Platform at any time for reasonable security reasons and/or in the event of any non-compliance by the Platform User of its obligations set out in schedule 1. Lloyd's will use its reasonable endeavours to provide the Platform User with as much advance notice of any such suspension of the use of the Platform as practicable. Lloyd's will use reasonable endeavours to restore the Platform promptly and shall in any event seek to restore the use of the Platform as soon as practicable once any security issue has abated or the Platform User resumes compliance with its obligations set out in schedule 1.

4. WARRANTIES AND COMMITMENTS

- 4.1 The Platform User warrants that:

- 4.1.1 it has the full capacity and authority to enter into and perform these T&Cs and that the first Individual User who has accepted the T&Cs is a duly authorised representative of the Platform User;
- 4.1.2 it will provide all assistance and information reasonably required by Lloyd's in relation to the provision and operation of the Platform;
- 4.1.3 it has full authority to provide, post, link to, make available and let others use any Platform User Data or Document or other material that it does provide post, link to or otherwise make available on or via the Platform; and
- 4.1.4 it will comply, and procure that its Individual Users, agents, contractors and employees comply, with the Platform User obligations set out in schedule 1, and any user terms published on or accessible via the Platform.

- 4.2 Lloyd's warrants that:

- 4.2.1 it will (i) provide assistance and information required by a regulator; and (ii) use reasonable endeavours to provide information reasonably required by the Platform

User, in each case in relation to the provision of the Platform and at the Platform User's cost;

4.2.2 it is permitted to grant the Platform User access to the Platform as contemplated under these T&Cs; and

4.2.3 it shall use reasonable endeavours to procure the maintenance of the Platform free of bugs, viruses and other malicious software.

5. PLATFORM USER DATA

5.1 Lloyd's acknowledges that the Platform User Data is owned either by a Platform User alone or owned jointly by the Platform User and other third parties. Lloyd's will not withhold, mortgage, place liens over or otherwise restrict access to the Platform User Data. In the event and to the extent that Lloyd's acquires any right, title or interest in the Platform User Data, Lloyd's hereby assigns such right, title and interest to the Platform User.

5.2 Lloyd's will be entitled to collect and use the Platform User Data to administer and manage the Platform, including to oversee the completion of tasks and activities by Platform Users on the Platform for the Permitted Purpose and for any of the purposes set out in the Intermediaries Byelaw (No 3 of 2007) or other applicable Lloyd's requirements, or as otherwise agreed with the Platform User and Lloyd's shall hold such information subject to the provisions set out in Part B of the Miscellaneous Provisions Byelaw (No 4 of 2006).

5.3 Lloyd's shall not be required to keep any copies or records (through a backup system, archive or otherwise) of any Documents or Platform User Data and the Platform User shall keep copies or records of Documents and / or Platform User Data as may be necessary for its own purposes.

6. PLATFORM INFORMATION

6.1 Lloyd's may provide Platform Information to the Platform User at its sole discretion.

6.2 Where Lloyd's provides any Platform Information to the Platform User, the Platform User will treat the Platform Information as confidential.

6.3 Lloyd's does not represent or warrant that the Platform Information is accurate, valid or complete.

7. AUDIT TRAIL

7.1 Lloyd's shall provide to each Platform User the ability to search, retrieve and view a log recording the Platform User's use of and tasks performed on the Platform and the Auditor's recommendations contained on the Platform (the "**Audit Trail**"). For the avoidance of doubt,

the Audit Trail shall not include copies of any Documents uploaded to the Platform by any Delegated Audit Manager System User.

- 7.2 Upon termination of these T&Cs, Platform User will no longer have the ability to access the Audit Trail and Platform User shall make copies of the Audit Trail as necessary for its own purposes before these T&Cs are terminated.

8. DATA PROTECTION

In this clause, "Personal Data", "Data Controller", "Data Processor" and "Data Subject" shall have the meaning given to such terms in the Data Protection Laws.

- 8.1 Lloyd's and the Platform User acknowledge and agree that to carry out the Permitted Purpose, it is necessary for Personal Data to be uploaded to the Platform or shared by the Platform User with Lloyd's.
- 8.2 The Personal Data to be uploaded to the Platform or shared with Lloyd's will be no more than is necessary in the particular circumstances and will only be used for the Permitted Purpose and no other purpose.
- 8.3 Lloyd's and the Platform User agree that each party is a separate and independent Data Controller in relation to the Personal Data that is processed for the purposes set out in Clause 8.1.
- 8.4 Platform User warrants and undertakes that:
- 8.4.1 it has no reason to believe that it is prohibited from uploading to the Platform or sharing, or that Lloyd's is prohibited from receiving, the Platform User Personal Data in accordance with these T&Cs;
 - 8.4.2 at the time it is uploaded to the Platform or shared, to the best of its knowledge, the Platform User Personal Data is accurate and up to date;
 - 8.4.3 it has provided all necessary notices to data subjects and has procured all necessary consents, or satisfied another legal basis, to upload the Platform User Personal Data to the Platform or disclose the Platform User Personal Data to Lloyd's to enable Lloyd's to process the Platform User Personal Data pursuant to these T&Cs in compliance with Data Protection Laws; and
 - 8.4.4 it will at all times ensure that it has obtained and will process the Platform User Personal Data in accordance with the Data Protection Laws.
- 8.5 Lloyd's and the Platform User will apply appropriate security mechanisms to the Platform User Personal Data to ensure its security in transit and at rest in accordance with the Data Protection Laws.
- 8.6 The Platform User agrees to provide such assistance as is necessary to enable Lloyd's to comply with any enquiry on any data subject rights exercised in relation to any Platform User Personal Data by any data subject or by any Supervisory Authority or regulator.
- 8.7 Lloyd's agrees, at the Platform User's cost, to promptly notify the Platform User of any data subject rights exercised in relation to any Platform User Personal Data and respond to that request in accordance with the Platform User's reasonable instructions and, at the Platform

User's cost, provide such reasonable assistance as is necessary to enable the Platform User to comply with any data subject rights exercised in relation to any Platform User Personal Data.

- 8.8 Each Party will comply with the requirements of the Data Protection Laws in respect of the activities involving the Platform User Personal Data, and the Platform User will not knowingly do anything or permit anything to be done in respect of or in connection with any Platform User Personal Data which might lead to or cause a breach by it or by Lloyd's of the Data Protection Laws.
- 8.9 The Platform User acknowledges that Lloyd's has contracted with NIIT and Pegasystems, who will be acting as their Data Processors in respect of the Platform User Personal Data. Lloyd's shall use reasonable endeavours to procure that NIIT and Pegasystems implement technical and organisational measures to protect any Platform User Personal Data against unauthorised or unlawful processing or accidental loss, destruction, alteration and unauthorised disclosure. Lloyd's shall use reasonable endeavours to ensure that NIIT and Pegasystems comply with their respective processor obligations under their respective contracts with Lloyd's.
- 8.10 Except to the extent required for legal, regulatory or compliance purposes, Lloyd's will cease to process the Platform User Personal Data upon termination for any reason or expiry of these T&Cs. Notwithstanding the foregoing, Lloyd's may retain archival copies in accordance with their record retention policies and procedures (a) with respect to backup media for which selective deletion of files or data is not feasible; and (b) in order to enable it to comply with its regulatory and professional standards requirements, deal with late queries, and to substantiate its work and deal with claims in the event of a dispute or otherwise. Any such retention will be as a standalone data controller subject to the obligations that fall to a person with such status.
- 8.11 The Platform User shall not use the Platform nor store, distribute or transmit any material (including Documents) through the Platform which could reasonably be determined to constitute sensitive personal data. For the avoidance of doubt, the following is to be included, but is not limited to be considered 'sensitive':
- 8.11.1 personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs;
 - 8.11.2 trade-union membership;
 - 8.11.3 genetic data, biometric data processed solely to identify a human being;
 - 8.11.4 health-related data;
 - 8.11.5 data concerning a person's sex life or sexual orientation; and
 - 8.11.6 data concerning criminal convictions.
- 8.12 The Platform User shall indemnify Lloyd's against all claims, demands, actions, costs, expenses, losses and damages (including without limitation any fines or penalties imposed by any regulator whether in the UK, European Economic Area or otherwise) incurred by, awarded against or agreed to be paid by Lloyd's arising from any breach of the Platform User's obligations under this Clause 8.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Platform User acknowledges and agrees that, as between the parties, Lloyd's, Pegasystems and/or NIIT own all intellectual property rights in all materials, software, hardware, processes and other media connected with the Platform and in any material developed or produced in

connection with these T&Cs. These T&Cs does not grant the Platform User any rights to such intellectual property rights.

- 9.2 All rights, title and interest in and to the Platform User Data shall be owned and retained by the relevant Delegated Audit Manager System User and/or other third party which lawfully enjoys such rights, title and interest. To the extent necessary to enable Lloyd's to provide the Platform, the Platform User grants to Lloyd's a royalty-free, worldwide, irrevocable licence during the Term of these T&Cs and thereafter in order to comply with its obligations under these T&Cs, to use the Platform User Data and any other material provided by or on behalf of the Platform User.

10. CONFIDENTIALITY

- 10.1 Lloyd's acknowledges that as between Lloyd's and the Platform User the contents of the Platform User Data is confidential to the Platform User. The confidential nature of the Platform User Data is not lost merely by reason of a Document containing the Platform User Data being sent via the Platform.
- 10.2 The Platform User acknowledges that where it is able to view the content of a Document or other user data relating to another Delegated Audit Manager System User as a result of a failure on the part of the Platform, the confidentiality nature of that Document or other user data is not waived. Where the Platform User receives a Document or other user data that was not intended for the Platform User, the Platform User shall immediately delete such Document or other user data and not review further or act on the content of such Document or other user data. The Platform User will not disclose any information it acquires, learns or that is disclosed to it in relation to the operation and functionality of the Platform, the Software, and the Platform User's operating environment save as permitted by clause 6.1.
- 10.3 Without prejudice to the generality of clause 5, Lloyd's will, and shall use reasonable endeavours to procure that its subcontractors will, maintain the confidentiality of all information contained in the Platform User's Documents, provided that this obligation shall not prevent Lloyd's or its subcontractors from disclosing any Document content or any information which the Platform User has provided during the use of the Platform in connection with any judicial, governmental or regulatory proceedings if Lloyd's or its subcontractors are required to do so by any government agency or competent regulatory or statutory authority provided it gives as much notice as is permissible and / or practicable to the Platform User of such required disclosure.

11. LIABILITY & INDEMNITY

- 11.1 Each engagement of an Auditor by a Managing Agent shall be subject to contract between (i) the Managing Agent; and (ii) the Auditor, and Lloyd's accepts no responsibility or liability whatsoever for any default, breach, action or omission of any party to that contract. Without

prejudice to the generality of the foregoing, the Platform User agrees that Lloyd's accepts no responsibility or liability:

- 11.1.1 relating to the appointment of Auditors via the Platform;
 - 11.1.2 for defaults of Managing Agents or any other party for the payment of Auditors' fees;
 - 11.1.3 for the accuracy, validity or completeness of any information provided by any Delegated Audit Manager System User on the Platform; or
 - 11.1.4 relating to the scores given by Managing Agents to Auditors pursuant to Auditor quality ratings.
- 11.2 Lloyd's gives no guarantees and accepts no responsibility or any liability whatsoever for:
- 11.2.1 finding Auditor counterparties for Managing Agents; or
 - 11.2.2 avoiding undue, unnecessary or costly delays in exchanging, completing or executing any auditor engagements or any Documents.
- 11.3 Subject to clause 11.5, Lloyd's shall not be liable for:
- 11.3.1 special, indirect or consequential loss;
 - 11.3.2 loss of profit, goodwill or business (whether as direct or indirect losses);
 - 11.3.3 any loss arising out of the Platform User's delay in use or inability to use the Platform, in whole or in part, whether such loss arises by way of contract, tort (including negligence) or otherwise;
 - 11.3.4 any loss arising from the content of any the Platform User Data, Documents or any other material on the Platform, whether such loss arises by way of contract, tort (including negligence) or otherwise; or
 - 11.3.5 any loss arising from any link to another platform or website, whether in contract, tort (including negligence) or otherwise.
- 11.4 Subject to clause 11.5, the Platform User acknowledges that in consideration for being provided with access to the Platform free of charge, it accepts that the Platform is being provided on an "as is" basis and the Platform User agrees that Lloyd's shall have no liability to the Platform User in connection with the Platform User's use of the Platform in connection with these T&Cs, whether in contract, tort (including negligence), breach of statutory duty or otherwise. The

Platform User agrees that such an exclusion of Lloyd's liability is reasonable in the context of a freely offered service.

- 11.5 Notwithstanding anything else in these T&Cs, Lloyd's does not limit or exclude its liability for:
 - 11.5.1 death or personal injury;
 - 11.5.2 fraud or fraudulent misrepresentation; or
 - 11.5.3 any other liability that could not, as a matter of law, be excluded or limited.
- 11.6 The Platform User will ensure that no other party accessing the Platform via the Platform User (including its Individual Users) shall bring any form of claim or demand against Lloyd's or its affiliates in respect of the performance or non-performance by Lloyd's of these T&Cs. The Platform User shall be fully liable to and indemnify, defend and hold Lloyd's harmless from and against any losses, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by Lloyd's as a result of any such claim.
- 11.7 The Platform User agrees to indemnify, defend and hold Lloyd's harmless from and against any liability, loss, damages, costs, claims and expenses (including reasonable legal fees)

suffered or incurred by Lloyd's at any time as a result of the Platform User Data provided by the Platform User.

12. TERM AND TERMINATION

- 12.1 These T&Cs shall remain in effect unless terminated earlier in accordance with the provisions of this clause 12 or otherwise by operation of Laws.
- 12.2 The Platform User may terminate these T&Cs by providing 30 days' notice to Lloyd's.
- 12.3 Lloyd's may terminate these T&Cs:
 - 12.3.1 on 90 days' notice;
 - 12.3.2 on immediately effective notice if the Platform User or any of its Individual Users does not comply with clause 4;
 - 12.3.3 on immediately effective notice if the one or both of the contracts with NIIT and Pegasystems expires or terminates for any reason;
 - 12.3.4 on as much notice as is reasonably practicable if termination is recommended or required by a regulatory authority; or
 - 12.3.5 on ninety (90) days' notice if Lloyd's becomes insolvent or (in Lloyd's discretion) is likely to become insolvent.
- 12.4 These T&Cs will terminate without prior notice where the Platform User ceases to be a Coverholder, TPA, Managing Agent, Lloyd's Broker or Auditor (as applicable) for any reason whatsoever.

13. ANTI-BRIBERY

- 13.1 Each party shall:
 - 13.1.1 comply with all Laws and sanctions relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
 - 13.1.2 have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Laws and sanctions referred to in clause 13.1.1, and will enforce them where appropriate; and
 - 13.1.3 promptly report to the other any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of these T&Cs.
- 13.2 For the purpose of this clause 13, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act and section 8 of that Act respectively.

14. FORCE MAJEURE

Neither party shall be responsible for any failure to perform any of its obligations under these T&Cs if such performance is prevented, hindered or delayed by an event due to any cause

beyond the reasonable control of the relevant party, such as unavailability of any system including as a result of, fire, flood, explosion, acts of God, civil commotion, strikes, riots, insurrection, war or acts of terrorism.

15. SURVIVAL OF TERMS AND ACCRUED RIGHTS

Termination or expiry of these T&Cs, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of these T&Cs which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry including the following clauses 5, 8, 10, 11.6, 11.7, 15, and 22.

16. SUPPORT AND NOTICES

16.1 To communicate with the Platform User, Lloyd's shall use the contact details which the Platform User registered with Lloyd's. It shall be the Platform User's responsibility that the contact details registered with Lloyd's are kept up to date.

16.2 The Platform User shall contact Lloyd's at the following email address: delegatedauditmanager@lloyds.com. All support enquiries are to be addressed to the following number between 09:00 and 17:00 on days which are business days in London: 02073275105.

17. SUBCONTRACTORS

17.1 Lloyd's will have the right to use subcontractors to perform any part of the operation of the Platform, on the basis that each subcontractor is legally bound by obligations of confidentiality.

18. WAIVER AND CUMULATIVE REMEDIES

18.1 No failure or delay by either party to exercise any right or remedy arising under, or in connection with, these T&Cs (collectively, any "action") will act as a waiver, or otherwise prejudice or restrict the rights of that party, in relation to that action or any other contemporaneous or future action.

18.2 The rights and remedies arising under, or in connection with, these T&Cs are cumulative and, except where otherwise expressly provided in these T&Cs, do not exclude rights and remedies provided by Laws or otherwise.

19. SEVERANCE

19.1 If any of these T&Cs is or becomes illegal, invalid or unenforceable in any respect, that shall not affect or impair the legality, validity or enforceability of any other provision of these T&Cs.

19.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modification(s) necessary to make it legal, valid or enforceable.

20. THIRD PARTY RIGHTS

20.1 Except as provided for under this clause 20, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This clause does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

20.2 Any Delegated Audit Manager System User shall have the right to:

- 20.2.1 rely on and enforce the terms of clause 10.2 in respect of Platform User's obligation to immediately delete and not review further or act on the content of any Document or Platform User Data that was not intended for Platform User, as if that Delegated Audit Manager System User were Lloyd's; and
 - 20.2.2 rely on and enforce the terms of schedule 1, as if that Delegated Audit Manager System User were Lloyd's.
- 20.3 The enforcement rights granted in clause 20.2 are subject to the following restrictions and qualifications:
- 20.3.1 before bringing proceedings to seek to enforce rights under these T&Cs and pursuant to clause 20.2, the relevant Delegated Audit Manager System User shall:
 - 20.3.1.1 notify Lloyd's in advance of its intention to do so (which shall be no less than 30 days or as much notice as is reasonable in the circumstances); and
 - 20.3.1.2 give written notice to Lloyd's and the Platform User confirming agreement to the relevant clauses of these T&Cs; and
 - 20.3.2 Platform User's liability to the relevant Delegated Audit Manager System User shall be governed by all of the provisions of these T&Cs.

21. VARIATION

- 21.1 Lloyd's may make improvements or changes to the Platform from time to time. Any changes or improvements that are material as determined in Lloyd's sole discretion will be notified to the Platform User.
- 21.2 Lloyd's may also at any time make variations to these T&Cs which it considers in its sole discretion to be non-material, and unless specified otherwise, such modification shall be effective immediately upon notification of the revised T&Cs to the Platform User and continued access or use of the Platform is deemed to be acceptance of the modified T&Cs.

22. GOVERNING LAW AND JURISDICTION

These T&Cs and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Each party hereby submits to the exclusive jurisdiction of the courts of England and Wales over any dispute arising out of or in connection with these T&Cs.

SCHEDULE 1: PLATFORM USER OBLIGATIONS

1. The Platform User acknowledges and agrees the following:
 - 1.1 to waive any rights it might otherwise have to claim damages from another Delegated Audit Manager System User or to bring or defend an action against another Delegated Audit Manager System User relating to a loss or damage suffered by it, whether in contract, tort or otherwise arising from whatever cause (negligence or otherwise) out of or in connection with a contamination of its electronic systems by computer viruses contained in its Documents or any data corruption resulting from such viruses, provided that that other Delegated Audit Manager System User has put systems in place to minimise the risk of viruses being transmitted or distributed by it over the Platform, including the use of and regular updating of commercially available virus detection software;
 - 1.2 that any Platform User Data, Documents, or other material including any narrative, warning messages, disclaimers, automated statements on or generated by the Platform during use, details of negotiations, information, data or documents held on the Platform, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible just as any other business records originated and maintained in documentary form; and
 - 1.3 that coordination with Delegated Audit Manager System Users for the audit of Coverholders and TPAs may be validly made through the Platform.
2. The Platform User shall not, and shall procure that the Individual Users shall not, use the Platform to do any of the following:
 - 2.1 to submit to the Platform any material which appears to be or is unlawful, offensive, abusive, obscene, indecent, threatening, untrue or defamatory or which is in breach of a right of privacy;
 - 2.2 to infringe the intellectual property rights, breach the confidence, or violate any other legal rights of any person, business, company or organisation, including to post or publish materials on the Platform which belong to another person, business, company or organisation unless with the material owner's consent;
 - 2.3 to commit, encourage or aid the commission of a criminal offence;
 - 2.4 to insert, transmit or distribute data which it knows or ought to have known contains viruses or corrupt data;
 - 2.5 to conduct competitions, surveys or chain letters or insert, transmit or distribute any other unsolicited messages or "SPAM" type materials;
 - 2.6 to prevent or restrict any other Delegated Audit Manager System User from using the Platform;
or
 - 2.7 to delete or alter in any way any intellectual property notice (including any copyright or trade mark notice) or other legal notice from the Platform.

3. To the best of the Platform User's knowledge and belief all information provided to Lloyd's shall be correct, honest, complete, accurate and lawful.
4. The Platform User undertakes:
 - 4.1 to notify Lloyd's promptly in the event that any information provided to Lloyd's materially alters in any respect;
 - 4.2 to put systems in place to minimise the risk of viruses being transmitted or distributed by the Platform User over the Platform, including the use of and regular updating of commercially available virus detection software;
 - 4.3 that it will not use the Platform for any purpose that is unlawful or prohibited by these T&Cs or any laws, without limitation;
 - 4.4 on behalf of itself and all of its Individual Users, that it shall:
 - 4.4.1 not disclose, delegate or assign its username or password to any other person or entity;
 - 4.4.2 make and use all best efforts to keep the Platform User's, or its Individual Users' username and password secret and confidential;
 - 4.4.3 use any username and password solely for the purposes of utilising the Platform; and
 - 4.4.4 promptly notify Lloyd's of any actual or suspected breach of security of the Platform, such as loss, theft or unauthorised disclosure of the Platform User's or its Individual Users' username or password.
5. The Platform User shall contact Lloyd's if:
 - 5.1 the Platform User has reason to believe that someone else knows the Platform User's or one of its Individual Users' username or password;
 - 5.2 the Platform User or one of its Individual Users loses its username or password; or
 - 5.3 the Platform User or one of its Individual Users has reason to believe that someone else is trying to access the Platform User's or one of its Individual Users' details.
6. The Platform User acknowledges and agrees that:
 - 6.1 the Platform User is responsible for the acts and omissions of any person to which it permits access to the Platform, as if those acts or omissions were its own;
 - 6.2 the Platform User shall be responsible for managing the use of all log in details made available to the Platform User;
 - 6.3 the Platform User shall be responsible for ensuring that the Individual Users use their log in details to conduct business on behalf of the Platform User only;
 - 6.4 in the event that the Platform User is able to demonstrate that a person illegally accessed the Platform using a valid and authorised username or password and the Platform User or an

Individual User is not in breach of paragraph 3 or 4, then the Platform User shall not be responsible for the acts of such a person; and

- 6.5 notwithstanding paragraph 4, the Platform User shall be responsible for all losses that it incurs in connection with the loss or third party use of its or Individual User's username or password that are a result of its fraudulent or negligent act or omission.
7. The Platform User acknowledges and agrees that:
 - 7.1 it shall carry out the tasks and actions assigned to it on the Platform in a correct, honest, complete, accurate and lawful way;
 - 7.2 tasks and actions of other Delegated Audit Manager System Users are dependent on the Platform User carrying out its own tasks and actions and the Platform User shall carry out its tasks and actions in a timely fashion in accordance with the service levels set out on the Platform and not delay the process in any way; and
 - 7.3 Lloyd's will monitor the completion of tasks and actions in accordance with the service levels and Lloyd's will escalate non-compliance with service levels by Managing Agents and Auditors to the LMA Delegated Authority Audit Group and, in the case of Managing Agents, also to the relevant Lloyd's customer service oversight manager.
8. The Auditor acknowledges and agrees that:
 - 8.1 Delegated Audit Manager System Users place reliance on the fee quotes provided by the Auditor on the Platform and the Auditor shall use reasonable endeavours to abide to such fee quotes;
 - 8.2 Managing Agents are required to ensure that Coverholders and TPAs are audited by skilled and experienced practitioners and that their performance on the Platform will be rated by Managing Agents in accordance with the Auditor quality rating process set out on the Platform;
 - 8.3 Managing Agents will be able to see the Auditor's quality rating score on the Platform; and
 - 8.4 it will be able to see its own Auditor quality rating score on the Platform, but not the score of other Auditors.
9. The Managing Agent acknowledges and agrees that:
 - 9.1 the feedback it provides on the Auditor's performance as part of the Auditor quality rating process must be consistent and follow the Auditor quality rating guidance set out on the Platform; and
 - 9.2 selecting an Auditor with a good quality rating on the Platform is not in itself sufficient to demonstrate compliance with its obligation to select appropriately qualified, skilled and experienced auditors pursuant to MS9; CS 8.6.2.