

POOL RE SERVICES LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

1.1 In these Conditions, save where the context requires otherwise:

- 1.1.1 "**Agreement Personal Data**" means the Personal Data processed by the Supplier on behalf of Pool Re and/or a Group Company under these Conditions;
- 1.1.2 "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England;
- 1.1.3 "**Business Hours**" means the period from 9:00am to 5:00pm on any Business Day;
- 1.1.4 "**Commencement Date**" has the meaning given in Condition 2.2;
- 1.1.5 "**Conditions**" means these terms and conditions as amended from time to time in accordance with Condition 18.3 (and "**Condition**" shall refer to any one of them);
- 1.1.6 "**Contract**" means the contract between Pool Re and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;
- 1.1.7 "**Deliverables**" means all documents, products and materials developed by the Supplier or its agents, contractors, sub-contractors and employees as part of or in relation to the Services in any form or media, including without limitation all studies, drawings, maps, plans, diagrams, designs, pictures, charts, programs, data, specifications, pre-contractual and contractual documents and reports (including all drafts and working papers relating thereto);
- 1.1.8 "**Delivery Location**" has the meaning set out in Condition 4.2.2;
- 1.1.9 "**Expiry Date**" means that date specified as being such in the Order;
- 1.1.10 "**Goods**" means those goods specified by Pool Re in the Order;
- 1.1.11 "**Goods Specification**" means any specification for the Goods, including any related plans and drawings, that is agreed in writing by Pool Re and the Supplier;
- 1.1.12 "**Group Company**" or "**Group**" means: any company which is, for the time being (a) a subsidiary undertaking of Pool Re or (b) a parent undertaking of Pool Re or (c) another subsidiary of the parent undertaking of Pool Re, as those expressions are defined in sections 1159 to 1162 of the Companies Act 2006;
- 1.1.13 "**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions

of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

- 1.1.14 "**IPRs Claim**" has the meaning given in Condition 9.4.1;
- 1.1.15 "**Order**" means Pool Re's order for the supply of Goods and/or Services, as set out in Pool Re's written acceptance of the Supplier's quotation;
- 1.1.16 "**Pool Re**" means Pool Re Services Limited, a company registered in England and Wales with company number 13679394 and having its registered office Equitable House, 47 King William Street, London, United Kingdom, EC4R 9AF;
- 1.1.17 "**Pool Re Materials**" has the meaning given in Condition 5.3.10;
- 1.1.18 "**Relevant Requirements**" has the meaning given in Condition 12.1.1;
- 1.1.19 "**Relevant Terms**" has the meaning given in Condition 12.2;
- 1.1.20 "**Services**" means those services specified by Pool Re in the Order;
- 1.1.21 "**Service Specification**" means any description or specification for Services agreed in writing by Pool Re and the Supplier;
- 1.1.22 "**Supplier**" means that party which is supplying Goods and/or Services to Pool Re under these Conditions;
- 1.1.23 headings are for ease of reference only and shall not affect construction;
- 1.1.24 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.1.25 any phrase introduced by the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.1.26 any reference to legislation or a legislative provision shall be a reference to the same as it may be amended, re-enacted, supplemented or superseded at any time from time to time;
- 1.1.27 any reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision;
- 1.1.28 words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof; and
- 1.1.29 a reference to writing or written excludes fax but not email.

2. CONDITIONS

- 2.1 The Order constitutes an offer by Pool Re to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
- 2.2.1 the Supplier issuing a written acceptance of the Order;
 - 2.2.2 the Supplier completing and returning the New Supplier Set Up Form to Pool Re; or
 - 2.2.3 any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date the Contract shall come into existence (the "**Commencement Date**").
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.4 If agreed in writing in the Order that Pool Re agrees to incorporate the standard terms of the Supplier into the Contract then, in the event of any conflict between these Conditions and those standard conditions of the Supplier so incorporated, these Conditions shall apply unless Pool Re has expressly agreed in writing that the Supplier's conditions are to take precedence.
- 2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6 The Supplier expressly waives and excludes any right it might otherwise have to rely on any term submitted, proposed or stipulated by the Supplier in whatever form, whether written or oral, that is inconsistent with these Conditions.

3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
- 3.1.1 correspond with their description and any applicable Goods Specification;
 - 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Pool Re, expressly or by implication, and in this respect Pool Re relies on the Supplier's skill and judgement;
 - 3.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery or such other period that the parties may agree in writing; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

- 3.3 Pool Re may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing Pool Re considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Condition 3.1, Pool Re shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Pool Re may conduct further inspections and tests after the Supplier has carried out its remedial actions under Condition 3.4 above.

4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
 - 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods:
 - 4.2.1 on the date specified in the Order or, if no such date is specified, then within 14 days of the date of the Order (and time is of the essence in relation to any of those performance dates);
 - 4.2.2 to Pool Re's premises at Equitable House, 47 King William Street, London, EC4R 9AF or such other location as is set out in the Order or as instructed by Pool Re before delivery ("**Delivery Location**"); and
 - 4.2.3 at the time specified in the Order, or, if no such time is specified, then during Pool Re's Business Hours on a Business Day.
- 4.3 Delivery shall be at the Supplier's expense unless otherwise agreed. In the event that Pool Re collects the Goods, the Supplier shall pay Pool Re's costs of making such collection.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location. Where the Delivery Location is Pool Re's premises, the Supplier's personnel shall observe all health and safety rules and regulations and any other security arrangements that apply at such premises.
- 4.5 If the Supplier:
 - 4.5.1 delivers less than 95% of the quantity of Goods ordered, Pool Re may reject the Goods; or

4.5.2 delivers more than 105% of the quantity of Goods ordered, Pool Re may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Pool Re accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.6 The Supplier shall not deliver the Goods in instalments without Pool Re's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Pool Re to the remedies set out in Conditions 6.1 and 6.2, as applicable.

4.7 Title and risk in the Goods shall pass to Pool Re on completion of delivery.

5. SERVICES

5.1 The Supplier shall, from the Commencement Date and for the duration of the Contract, supply the Services to Pool Re and/or any Group Company (as Pool Re may require from time to time) in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Pool Re notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

5.3.1 co-operate with Pool Re and/or any Group Company in all matters relating to the Services, and comply with all instructions of Pool Re and/or any Group Company;

5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract, including (amongst others) those employees of the Supplier (if any) named in the Order to perform the duties of the Supplier or such replacements of equivalent status as may be approved by Pool Re (such approval not to be unreasonably withheld or delayed);

5.3.4 perform the Services in accordance with:

5.3.4.1. all industry, national and international quality and technical standards applicable to the Services; and

5.3.4.2. all legal and regulatory requirements and standards applicable to the Services;

5.3.5 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Pool Re and/or any Group Company expressly or impliedly makes known to the Supplier;

- 5.3.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.7 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials, systems, programmes, software and hardware supplied and used in the Services or transferred to Pool Re and/or any Group Company, will be free from defects in workmanship, installation and design;
- 5.3.8 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 5.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of Pool Re and/or any Group Company's premises;
- 5.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by Pool Re and/or any Group Company to the Supplier ("**Pool Re Materials**") in safe custody at its own risk, maintain the Pool Re Materials in good condition until returned to Pool Re and/or any Group Company, and not dispose of or use the Pool Re Materials other than in accordance with Pool Re's written instructions or authorisation;
- 5.3.11 not do or omit to do anything which may cause Pool Re and/or any Group Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Pool Re and/or any Group Company may rely or act on the Services; and
- 5.3.12 comply with any additional obligations as set out in the Order and the Service Specification.

6. POOL RE REMEDIES

- 6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, Pool Re and/or any Group Company shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3 to recover from the Supplier any costs incurred by Pool Re and/or any Group Company in obtaining substitute goods and/or services from a third party;
 - 6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 6.1.5 to claim damages for any additional costs, loss or expenses incurred by Pool Re and/or any Group Company which are in any way attributable to the Supplier's failure to meet such dates.

- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Condition 3.1, then, without limiting or affecting other rights or remedies available to it, Pool Re shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.2.5 to recover from the Supplier any expenditure incurred by Pool Re and/or any Group Company in obtaining substitute goods from a third party; and
 - 6.2.6 to claim damages for any additional costs, loss or expenses incurred by Pool Re and/or any Group Company arising from the Supplier's failure to supply Goods in accordance with Condition 3.1.
- 6.3 If the Supplier has supplied Services that do not comply with the requirements of Condition 5.3 then, without limiting or affecting other rights or remedies available to it, Pool Re shall have one or more of the following rights and remedies:
- 6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 6.3.3 to require the Supplier to provide repeat performance of the Services at the Supplier's own risk and expense, or to provide a full refund of the price paid for the Services (if paid);
 - 6.3.4 to make good any defective performance of the Services at the Supplier's own risk and expense;
 - 6.3.5 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 6.3.6 to recover from the Supplier any expenditure incurred by Pool Re and/or any Group Company in obtaining substitute services or deliverables from a third party; and
 - 6.3.7 to claim damages for any additional costs, loss or expenses incurred by Pool Re and/or any Group Company arising from the Supplier's failure to comply with Condition 5.3.
- 6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5 Pool Re and/or any Group Company's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. POOL RE'S OBLIGATIONS: SERVICES

- 7.1 Pool Re shall:
- 7.1.1 co-operate, and ensure that its employees co-operate, with the Supplier and the Supplier's personnel in relation to the provision of the Services;
 - 7.1.2 provide the Supplier with reasonable access at reasonable times to its premises for the purpose of providing the Services; and
 - 7.1.3 provide the Supplier with such necessary information and documents for the provision of the Services as it may reasonably request.

8. FEES AND EXPENSES

- 8.1 The price for the Goods:
- 8.1.1 shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - 8.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Pool Re.
- 8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Pool Re, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3 In respect of the Goods, the Supplier shall invoice Pool Re on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Pool Re on completion of the Services. Each invoice shall be submitted electronically by the Supplier to invoicing@poolre.co.uk and shall include such supporting information required by Pool Re to verify the accuracy of the invoice, including the relevant purchase order number.
- 8.4 In consideration of the supply of Goods and/or Services by the Supplier, Pool Re shall pay the invoiced amounts within thirty (30) days of the receipt by Pool Re of the Supplier's correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.5 Condition 8.4 shall not apply to charges that Pool Re contests in good faith, which Pool Re shall be entitled to withhold until such time until the dispute in respect of such charges has been resolved. For the avoidance of doubt, Pool Re shall not withhold amounts due in respect of items not subject to such a dispute. No such withholding under this Condition 8.5 shall be deemed a breach of this Contract.
- 8.6 All amounts payable by Pool Re under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Pool Re, Pool Re shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until

payment of the overdue sum, whether before or after judgment. Interest under this Condition 8.7 will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from fourteen (14) days after the dispute is resolved until payment.

- 8.8 Pool Re may at any time, without notice to the Supplier, set off any liability of the Supplier to Pool Re (or any any Group Company) against any liability of Pool Re to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Pool Re of its rights under this Condition 8.8 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 8.9 Where the Supplier enters into any subcontract with a supplier or contractor for the purpose of performing its obligations under the Contract, the Supplier shall ensure that a provision is included in that sub-contract which requires payment to be made of all sums due by the Supplier to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice. In this Condition 8.9, "**subcontract**" means a contract between two or more suppliers, at any stage of remoteness from Pool Re in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 In relation to the Pool Re Materials:
- 9.1.1 Pool Re, its Group Companies and its licensors (as the case may be) shall retain ownership of all Intellectual Property Rights in the Pool Re Materials; and
- 9.1.2 Pool Re grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Pool Re Materials for the term of this Contract for the purpose of providing the Services to Pool Re and its Group Companies. To the extent the Supplier cannot grant the rights in this Condition to any Group Company, the Supplier agrees that Pool Re may sub-license such rights to that Group Company.
- 9.2 In relation to the Deliverables:
- 9.2.1 the Supplier assigns to Pool Re, with full title guarantee and free from all third party rights, all property and Intellectual Property Rights in the Deliverables;
- 9.2.2 the Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
- 9.2.3 the Supplier shall, promptly at Pool Re's and/or the relevant Group Company's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Pool Re and/or the relevant Group Company may from time to time require for the purpose of securing for Pool Re (or any successor in title) all right, title and interest in and to the Intellectual Property Rights assigned to Pool Re in accordance with Condition 9.2.1 (or any successor in title).

9.3 The Supplier:

9.3.1 warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Pool Re Materials) by Pool Re and/or any Group Company shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

9.3.2 shall indemnify Pool Re and its Group Companies in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Pool Re and/or its Group Companies arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (excluding the Pool Re Materials).

9.4 If the Supplier is required to indemnify Pool Re and/or its Group Companies under Condition 9.3.2, Pool Re and/or the relevant Group Company shall:

9.4.1 notify the Supplier in writing of any claim against it in respect of which it wishes to rely on the indemnity at Condition 9.3.2 ("**IPRs Claim**");

9.4.2 allow the Supplier, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Supplier shall obtain Pool Re's and/or the relevant Group Company's prior approval of any settlement terms, such approval not to be unreasonably withheld;

9.4.3 provide the Supplier with such reasonable assistance regarding the IPRs Claim as is required by the Supplier, subject to reimbursement by the Supplier of Pool Re's and/or the relevant Group Company's costs so incurred; and

9.4.4 not, without prior consultation with the Supplier, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Supplier considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of Pool Re and/or any Group Company into disrepute.

9.5 The provisions of this Condition 9 shall survive the termination or expiry of the Contract.

10. CONFIDENTIALITY

10.1 Except as permitted by Condition 10.2, the Supplier undertakes that it shall not at any time disclose to any person:

10.1.1 any confidential information of Pool Re and any Group Company, including without limitation in relation to the business, assets, affairs, customers, clients or suppliers of Pool Re and any Group Company; or

10.1.2 the existence, terms or subject matter of the Contract,

paragraphs 10.1.1 and 10.1.2 together being the "**Confidential Information**".

10.2 The Supplier may disclose the Confidential Information:

- 10.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Supplier's rights or carrying out its obligations under or in connection with the Contract. The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the Confidential Information comply with this Condition 10; and
- 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 The Supplier shall not use the Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 10.4 Condition 10.1 shall not extend to information which was rightfully in the possession of the Supplier prior to the commencement of the Contract (other than where obtained during the course of provision of services to Pool Re and/or any Group Company), which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of Condition 10.1) or which is trivial or obvious.
- 10.5 The Supplier shall not without the prior written approval of Pool Re:
 - 10.5.1 use Pool Re's name or logo or refer to the fact that Pool Re is a customer or client of the Supplier in any publicity materials or advertising; or
 - 10.5.2 make any press or other public announcement or statement in relation to the existence or subject matter of the Contract.
- 10.6 Notwithstanding any obligation of confidence which Pool Re and/or any Group Company may have to the Supplier, Pool Re and/or the relevant Group Company may provide any information, including any confidential information of the Supplier, which it receives or that is generated pursuant to the Contract or the delivery of the Goods or performance of the Services (a) where required to comply with transparency obligations under the Procurement Act 2023; and/or (b) to HM Treasury, the Cabinet Office, the National Audit Office and the Public Accounts Committee, Central Government Departments (including their Executive Agencies) and Non-Departmental Government Bodies to the extent reasonably and necessarily required to comply with governmental, parliamentary or other public accountability obligations including, but not limited to, responding to parliamentary questions.
- 10.7 The Supplier shall make Pool Re and/or any Group Company aware as a matter of urgency and as soon as reasonably practical of any breach, suspected breach or anticipated breach of this Condition 10 or any other confidentiality requirement or obligation by or on behalf of the Supplier.
- 10.8 The Supplier agrees to Pool Re taking such steps as it may reasonably deem necessary to satisfy itself by audit or other means, that the Supplier is complying with the requirements of this Condition 10.
- 10.9 The Supplier acknowledges that damages will not be an adequate remedy in the event of a breach of Condition 10 and that Pool Re and/or any Group Company will be entitled to seek injunctive relief and any other equitable remedies with respect to such breach.
- 10.10 The obligations in this Condition 10 as to confidentiality shall survive any termination or expiry of the Contract.

11. INSURANCE

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Pool Re's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. APPLICABLE LAWS AND POLICIES

12.1 In performing its obligations under the Contract, the Supplier shall:

12.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force including without limitation all laws, statutes, regulations and codes relating to anti-slavery and human trafficking, anti-facilitation of tax evasion, financial crime, bribery and corruption, money laundering and counter-terrorism financing, fraud and sanctions ("**Relevant Requirements**"); and

12.1.2 establish, maintain and enforce its own adequate policies and procedures to ensure compliance with the Relevant Requirements by its employees, representatives, agents, consultants, contractors, subcontractors and any other persons engaged in performance of the Supplier's obligations under the Contract.

12.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in Condition 12.1 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Pool Re for any breach by such persons of any of the Relevant Terms.

12.3 The rights and obligations in this Condition 12 shall survive the termination or expiry of the Contract.

13. DATA PROTECTION

13.1 The following definitions apply in this Condition 13:

13.1.1 "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**" and "**processing**" are as defined in the Data Protection Legislation;

13.1.2 "**Data Protection Legislation**" means (a) the UK GDPR, (b) the Data Protection Act 2018; (c) all applicable law about the processing of personal data and privacy and guidance issued by the ICO and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR;

13.1.3 "**ICO**" means the United Kingdom's Information Commissioner's Office, located at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF (T: 0303 123 1113 E: casework@ico.org.uk);

- 13.1.4 **"Personnel"** means individuals engaged in the performance of the Supplier's obligations under this Agreement, including the employees and agents of Supplier or its subcontractors;
- 13.1.5 **"UK GDPR"** means the version of the EU General Data Protection Regulation (EU) 2016/679 which has been incorporated into the laws of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018; and
- 13.1.6 **"EU GDPR"** means 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) as it has effect in EU law.
- 13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.
- 13.3 The parties acknowledge that, for the purposes of the Data Protection Legislation when processing Agreement Personal Data in connection with the provision of the Services;
- 13.3.1 Pool Re and/or each relevant Group Company shall be the Controller and the Supplier shall be the Processor; unless
- 13.3.2 in limited circumstances and only to the extent applicable to the provision of a Service, Pool Re and/or each relevant Group Company shall be the Processor, and the Supplier shall be the Sub-Processor.
- 13.4 Without prejudice to the generality of Condition 13.2, Pool Re and/or each relevant Group Company will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Supplier and/or the lawful collection of the Personal Data by the Supplier on behalf of Pool Re for the duration and purposes of the Contract.
- 13.5 In processing the Agreement Personal Data in accordance with Condition 13.3.1, the Supplier shall:
- 13.5.1 comply with the requirements of any applicable Data Protection Legislation which apply to its respective businesses;
- 13.5.2 have in place appropriate technical and organisational measures to ensure a level of security appropriate to the processing of Agreement Personal Data; and
- 13.5.3 notify the relevant Controller without undue delay of becoming aware of any Personal Data Breach affecting the Agreement Personal Data, and provide the relevant Controller with sufficient information in relation to such Personal Data breach in order to allow it to meet its obligations to assess and report a Personal Data Breach under applicable Data Protection Legislation.
- 13.6 The Supplier shall only process Personal Data if authorised to do so in Authorised Processing Template of Annex 1 – Processing Personal Data by Pool Re. Any further written instructions relating to the processing of Personal Data are incorporated into Authorised Processing Template of Annex 1 – Processing Personal Data.

- 13.7 Without prejudice to the generality of Condition 13.2 when processing Personal Data acting as Processor, the Supplier shall:
- 13.7.1 comply with the requirements of any applicable Data Protection Legislation;
 - 13.7.2 process the Agreement Personal Data solely in accordance with the written instructions of Pool Re and/or each relevant Group Company and immediately inform Pool Re and/or each relevant Group Company if it believes that compliance with any instruction received would breach any applicable Data Protection Legislation. Where required by any Data Protection Legislation to process the Personal Data other than in accordance with the written instructions of Pool Re and/or each relevant Group Company, the Supplier shall, to the extent permitted by law, inform Pool Re and each relevant Group Company before commencing processing;
 - 13.7.3 process the Agreement Personal Data only to the extent necessary to provide the Services and perform its obligations under these Conditions;
 - 13.7.4 take reasonable steps to ensure the reliability and integrity of any Personnel who have access to the Agreement Personal Data and limit access solely to those Personnel who require such access for the purposes of providing the Services;
 - 13.7.5 ensure that any Personnel who have access to the Agreement Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 13.7.6 cooperate with Pool Re and/or each relevant Group Company and provide such assistance as Pool Re and/or each relevant Group Company may reasonably request to enable Pool Re and each relevant Group Company to satisfy its obligations under applicable Data Protection Legislation;
 - 13.7.7 have in place appropriate technical and organisational measures to ensure a level of security appropriate to the processing of Agreement Personal Data;
 - 13.7.8 notify Pool Re and each relevant Group Company without undue delay of becoming aware of any Personal Data Breach affecting the Agreement Personal Data, and provide Pool Re and/or each relevant Group Company with sufficient information in relation to such Personal Data Breach in order to allow it to meet its obligations to assess and report a Personal Data Breach under applicable Data Protection Legislation;
 - 13.7.9 promptly, upon termination or expiry of these Conditions or otherwise on request by Pool Re and/or a relevant Group Company, where applicable, return to Pool Re and/or each relevant Group Company, or delete, all Agreement Personal Data;
 - 13.7.10 make available to Pool Re and/or each relevant Group Company on request such records to demonstrate compliance with these Conditions and allow for and contribute to reasonable audits, including inspections, conducted by Pool Re and each relevant Group Company or another auditor appointed by Pool Re or a relevant Group Company; and
 - 13.7.11 be generally authorised to engage the sub-processor to process the Agreement Personal Data ("**Sub Processor**"), subject to:

- (a) the Supplier ensuring that the terms on which it appoints such processors comply with Applicable Data Protection Laws and are consistent with the obligations imposed on the Supplier in this Condition 13;
- (b) the Supplier meeting the conditions set out in Articles 28 (2) and (4) of the UK GDPR and the EU GDPR (as applicable);
- (c) the Supplier ensuring that any transfer of Personal Data to a Sub Processor outside of the UK or the EU (as applicable) complies with the requirements of Data Protection Legislation;
- (d) the Supplier remaining responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier; and
- (e) the Supplier informing Pool Re (and/or each relevant Group Company) of any intended change(s) concerning the addition or replacement of the processors, thereby giving Pool Re or the relevant Group Company the opportunity to object to such change(s).

13.8 When processing the Agreement Personal Data, the Supplier shall not notify any third party of a Personal Data Breach without first obtaining Pool Re and/or each relevant Group Company's prior written consent, unless notification is required by a law to which the Supplier is subject (in which case the Supplier shall use reasonable endeavours to give Pool Re and/or each relevant Group Company as much advanced notice as is reasonably possible, except where such notice is prohibited by law).

14. INDEMNITY

14.1 The Supplier shall indemnify Pool Re and any Group Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Pool Re arising out of or in connection with:

14.1.1 any claim made against Pool Re and/or any Group Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Pool Re Materials);

14.1.2 any claim made against Pool Re and/or any Group Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

14.1.3 any claim made against Pool Re and/or any Group Company by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

14.2 Where, through the wilful, reckless or negligent act or omission of or breach of this Contract by the Supplier, any data belonging to Pool Re and/or any Group Company is either lost, corrupted or degraded such that it is or becomes inexistent, unrecoverable, unusable or unsuitable for use for the required purposes, the Supplier shall indemnify Pool Re and/or the relevant Group Company for all loss, damage, costs and expenses incurred by Pool Re and/or the relevant Group Company as a result of or in connection with such loss, damage or degradation and/or in

reconstructing any data from the last backup which Pool Re and/or the relevant Group Company may have created of it. The provisions of this Condition 14.2 are without prejudice to any other rights or remedies of Pool Re and/or any Group Company in respect of such loss, corruption or degradation.

- 14.3 Pool Re will not be liable for any direct, indirect or consequential loss or for any damage, loss, claim, demand, expenses or otherwise suffered by the Supplier that arise without any negligence on the part of Pool Re.
- 14.4 Pool Re's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the charges paid or payable by Pool Re to the Supplier.
- 14.5 This Condition 14 shall survive termination or expiry of the Contract.

15. TERM AND TERMINATION

- 15.1 If the Supplier is supplying Services, unless validly terminated earlier in accordance with these Conditions, the Contract shall expire on the Expiry Date.
- 15.2 Without affecting any other right or remedy available to it, Pool Re may by written notice immediately terminate the Contract and any Orders in respect of any Goods and/or Services which remain to be delivered and/or performed under it if:
 - 15.2.1 the Supplier commits a material breach of any term of the Contract and such breach is not remediable;
 - 15.2.2 the Supplier commits a material breach of any term of the Contract and such breach is remediable but the Supplier has failed to remedy that breach within a period of 21 days after being notified by Pool Re to do so;
 - 15.2.3 the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 15.2.4 the Supplier commits a breach of Condition 12;
 - 15.2.5 the Supplier has been at any time since the award of the Contract, or was at the time of contract award: (i) in one of the situations described in Section 19(3) of the Procurement Act 2023; (ii) an "excluded supplier" or an "excludable supplier" as defined at Section 57 of the Procurement Act 2023; or (iii) to be treated as an excluded supplier per Section 30 of the Procurement Act 2023;
 - 15.2.6 the Supplier should not have been awarded the contract in view of a serious infringement of the Procurement Act 2023 that has been recognised by a court of competent jurisdiction or any governmental or regulatory authority;
 - 15.2.7 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the

Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- 15.2.8 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 15.2.9 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;
 - 15.2.10 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;
 - 15.2.11 a floating charge holder over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;
 - 15.2.12 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
 - 15.2.13 the Supplier, being an individual, is the subject of a bankruptcy petition or order;
 - 15.2.14 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 15.2.15 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 15.2.16 the Supplier, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
 - 15.2.17 the Supplier becomes subject to adverse publicity which, in the reasonable opinion of Pool Re, may be detrimental to Pool Re and/or any Group Company.
- 15.3 Clause 15.2 is additional to the implied term created by Section 78 of the Procurement Act 2023, and without prejudice to any right Pool Re has under such implied term.
- 15.4 Without affecting any other right or remedy available to it, Pool Re may terminate the Contract for convenience by giving twenty-one (21) days' written notice.
- 15.5 In the event that the Supplier is subject to a change of control, the Supplier shall give written notice of that change of control to Pool Re as soon as reasonably practicable prior to the implementation of that change of control. Without affecting any other right or remedy available to it, Pool Re may terminate the Contract at any time within 3 months of receipt of notice of a change of control under this Condition 15.5 by the giving of 21 days' notice to the Supplier. For the purposes of this Condition 15.5, "**control**" means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

- 15.6 On termination of this Contract pursuant to Conditions 15.2, 15.5, 15.5 or under the implied term created by Section 78 of the Procurement Act 2023, Pool Re shall, subject to any right or remedy of Pool Re, pay the Supplier its validly invoiced Charges which are not disputed charges in accordance with Condition 8, but shall have no further liability to make payment under such a Contract.

16. CONSEQUENCES OF TERMINATION

- 16.1 On termination or expiry of the Contract, the Supplier shall immediately deliver to Pool Re all Deliverables whether or not then complete, and return all Pool Re Materials. If the Supplier fails to do so, then Pool Re may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17. FORCE MAJEURE

- 17.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations under the Contract by reason of any event, occurrence, circumstance, matter or cause affecting the performance by either party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding:

17.1.1 any industrial dispute relating to the Supplier, the Supplier's personnel (including any subsets of them) or any other failure in the supply chain of the Supplier or in that of any of its subcontractors;

17.1.2 any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the party concerned; and/or

17.1.3 any failure of delay caused by a lack of funds;

provided that the party relying on this Condition 17.1 shall have notified the other party promptly upon becoming aware of any such circumstance on which it intends to rely under this Condition. The time for performance of such obligations shall be extended accordingly.

- 17.2 Where the Supplier seeks to rely on this Condition 17, Pool Re may (without prejudice to any right or remedy available to it) suspend, modify or cancel the affected Order.

18. GENERAL

- 18.1 **Entire Agreement** – The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises,

assurances, and understandings between them, whether written or oral, relating to its subject matter.

- 18.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract. Nothing in this Condition 18.2 shall limit or exclude any liability for fraud.
- 18.3 **Variation** – Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by authorised representatives of Pool Re and the Supplier.
- 18.4 **Order of Precedence** – Subject to Condition 2.4, in the event of any conflict between the terms of these Conditions and the Order, the agreed provisions of the Order shall apply.
- 18.5 **Records** – The Supplier shall keep and maintain until not less than six years after the Contract has expired or been terminated, or such longer period as may be agreed between the parties, full and accurate records of the Contract and its performance including:
- 18.5.1 the Contract terms;
 - 18.5.2 the Services provided under the Contract;
 - 18.5.3 the Supplier’s performance of its obligations under the Contract, including full and accurate records of all time spent and materials used by the Supplier in providing the Services;
 - 18.5.4 all expenditure reimbursed by Pool Re; and
 - 18.5.5 all payments made by Pool Re.
- 18.6 The Supplier shall comply with all reasonable requests or requirements made by Pool Re, its agents and authorised representatives, its auditor and/or any representative or appointee of any applicable regulator from time to time during and for not less than six years after termination or expiry of the Contract in relation to the operation of this Contract and the performance of the Services, including, without limitation, access to premises (during reasonable business hours), books, records, and information relating to this Agreement and the Services. The Supplier shall deal in an open, co-operative and timely way with any applicable regulator in the discharge of that regulator’s functions relating to this Agreement and the Services.
- 18.7 The provisions of Conditions 18.5 and 18.6 shall survive any termination or expiry of the Contract.
- 18.8 **Assignment and other dealings** – Pool Re may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 18.9 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Pool Re.

- 18.10 **Subcontracting** – The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Pool Re. If Pool Re consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 18.11 **Supplier Staff** – The Supplier and Pool Re agree that it is not their intention that on the commencement, termination or expiry of this Contract any transfer of an undertaking further to the Transfer of Undertakings (Protection of Employment) Regulations 2006 arises.
- 18.12 **No partnership or agency** – Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 18.13 **Waiver** – Except as set out in Condition 2.6, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 18.14 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.15 All rights, remedies and powers conferred upon the parties are cumulative and shall not be deemed or construed to be exclusive of any other rights, remedies or powers now or hereafter conferred upon the parties by law or otherwise.
- 18.16 **Severance** – If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this Condition 18.16, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.17 **Notices** – Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 18.17.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 18.17.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):
- Supplier:** the email address set out in the Order
- Pool Re:** commercialservices@poolre.co.uk
- 18.17.3 Any notice shall be deemed to have been received:
- 18.17.3.1. if delivered by hand, at the time the notice is left at the proper address;
- 18.17.3.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting; or

18.17.3.3. if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, at 9:00am on the following Business Day.

18.17.4 This Condition 18.17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.18 **Third Party Rights** – Subject to Condition 18.19 or unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.19 Each Group Company shall have the right to enforce the Conditions of this Contract to the extent provided by the Conditions of this Contract.

18.20 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person including a Group Company.

18.21 **Governing Law** – This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

18.22 **Jurisdiction** – Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

ANNEX 1 – PROCESSING PERSONAL DATA

1.1 Authorised Processing Template

Contract:	As set out in the Contract and Conditions
Date:	As set out in the Contract and Conditions
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	In each category, Pool Re and/or any relevant Group Company is the Controller and the Supplier is the Processor.
Subject matter of the processing	Processing of data in support of the Agreement Personal Data which the Supplier processes as a Processor on behalf of Pool Re and/or any relevant Group Company as Controller.
Duration of the processing	For the duration of this Contract.
Nature and purposes of the processing	The nature and purposes of the processing are set out in the Contract, and include: Processing of Agreement Personal Data in order to provide the Services. Processing of Agreement Personal Data as otherwise set out in the Contract and Conditions.
Type of Personal Data	Names, addresses, date of birth, location (whether gained from an IP address or otherwise), contact details including telephone number, email address, other data relating to communications, calls and meetings in any form whatsoever, gender, citizenship, country of residence, marital status, dependents, occupation, employer, national insurance number, photographs, copies of passports, and other government identity documents, relationship with risks to be reinsured, banking details, or unique account or customer identification number as set out in the Contract and Conditions.
Categories of Data Subject	Clients and/or customers (or their policyholders) of (i) Pool Re and/or (ii) any relevant Group Company. Agents and advisors of clients and/or customers (or their policyholders) of (i) Pool Re and/or (ii) any relevant Group Company. Intermediaries, brokers, suppliers, professional advisers and consultants of Pool Re and/or any relevant Group Company. Employees and contractors of Pool Re and/or any relevant Group Company.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Data to be transferred promptly to Pool Re and/or any relevant Group Company or (at Pool Re's option) to an alternative service provider in a format approved by Pool Re and/or any relevant Group Company, with the objective, where applicable, of ensuring continuity of cover and claims.

