

Defense Counsel
Legal Services Agreement (“LSA”)
for the Provision of Legal Services

CHUBB®

July 17, 2020

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Legal Services Agreement

Chubb INA Holdings, Inc., all insurance companies in the Chubb group of companies, and Chubb's Affiliates ("The Company") is responsible for managing the insurance claims brought under the policies underwritten by the various member Companies of Chubb Limited ("Chubb"). References to The Company in this Legal Services Agreement shall be deemed to include any claims unit within the Chubb group of insurance companies. Under some policies, The Company has the obligation to indemnify its insured clients ("Insured" or "Client Insured") for appropriate costs they incur in defending claims brought against them. Under other policies, The Company has the responsibility to defend its Insureds. The Company satisfies these responsibilities by providing an excellent defense for its Insureds, achieving superior results in the most cost-effective manner possible. The Company engages highly skilled outside counsel ("Law Firm" or "Law Firms") who have a strong commitment to helping The Company succeed, to upholding high standards of professional and ethical conduct, and to ensuring timely, responsive, and cost-effective service. Inherent in this goal is the objective of providing a quality defense through a long-term relationship with Law Firms. Through such a relationship, Law Firms can best understand and be responsive to these requirements.

This Legal Services Agreement ("LSA") applies to the cases and related tasks ("Assignments") given by the Company to Law Firms located anywhere in the world performing services on behalf of The Company's Insureds, whether the Law Firm was engaged by The Company directly, by representatives of The Company (e.g. a TPA) or by an Insured or representative of an Insured, as long as the matter involves or is related to an insurance policy sold by The Company. These guidelines are the foundation of a successful relationship between the Law Firm, our Insureds, and The Company. Effective and economically sound litigation management is achieved by close teamwork and communication between the claims technician, the Law Firms and the Insured throughout the pendency of the legal assignment.

The development and evaluation of each claim at the earliest time possible is a critical aspect of this relationship in order to avoid unnecessary expense and inconvenience for our Insureds. This process requires active communication between the Insured, the claims technician and defense counsel, coordination of activities and the application of common sense and good business judgment to handling litigation. Improved file handling, through close communication at every stage of the litigation process, joint decision-making upon a reasonable course of action and appropriate documentation will enable us to achieve our goal of achieving superior results for our Insureds. These guidelines provide the tools necessary to achieve these objectives and to further our relationship with retained counsel. Effective joint planning of defense strategy, substantive and timely case evaluations and superior results, whether as settlements or verdicts, will be regularly scrutinized.

Compliance with the LSA is critical to the working relationship between the Insured, Carrier and the Law Firm. Continuing evaluation of our joint efforts to achieve these objectives is an integral part of these guidelines. Additionally, compliance with the various requirements below will be measured by The Company, and failure to comply may result in modification or termination of the LSA. As discussed below, failure to comply with the LSA may result in the partial or full non-payment of legal invoices, at the sole option of The Company, subject to all of the conditions of the LSA (including but not limited to I.A.1 below). The Law Firm and its Relationship Partners (as defined in item I.C.1) should ensure that all attorneys (or local equivalent such as lawyers or solicitors) assigned to work on matters assigned by The Company have a copy of this LSA and are fully aware of its requirements and restrictions.

This LSA should not be taken as any form of instruction to limit the Law Firm's role or to reduce the quality of the representation provided to the Insured. Nothing in this document is intended to interfere with counsel's obligation to provide independent legal judgment in representing the

Insured. Rather, it should be regarded as a reasonable managerial requirement which provides a template for the representation of the Insured when requested to do so by The Company, in order to make the claims technician a part of the decision-making process. There is clearly a degree of flexibility in the application of this LSA to specific situations and you are therefore encouraged to discuss any questions of your engagement with The Company should a situation arise that is not specifically addressed in the following agreement or which requires a different approach in order to provide quality representation to the Insured.

I. Introduction

A. Agreement Fundamentals

1. General Principles

- a. The Interests of the Insured are paramount and nothing in these guidelines should be permitted to or be construed to seek to interfere with the Law Firm's zealous representation of our Insured.
- b. These guidelines apply to all Assignments in their entirety unless otherwise modified by Appendix 10 or specifically precluded or prohibited by a jurisdiction's laws, regulations, manuals, administrative rules, ethical rules, decisions, orders or similar governing instruments issued by federal, provincial, territorial or state regulatory, executive, legislating, judicial authorities or professional regulatory bodies. If the Law Firm believes they cannot abide by any of the requirements of the LSA for any reason, then it must notify The Company in writing as soon as practicable upon receipt of an Assignment. If such notification is not given within a reasonable time (and in any case before commencement of any tasks related to an Assignment), the Company will expect full compliance from the Law Firms when working on such Assignment.

"Laws" as defined in I(A)(8) below of this LSA means all applicable statutory and other rules, laws, regulations, instruments and provisions in force from time to time in any jurisdiction in or in relation to which the services are performed, including the rules, codes of conduct, codes of practice, guidance, practice requirements and accreditation terms stipulated by any regulatory authority to which either party is subject to from time to time including Privacy Laws.

"Privacy Laws" means Laws relating to data privacy, information security, identity theft, data breach notification, trans-border data flow and/or data protection.

- c. This Agreement applies to defense Assignments made by The Company to the Law Firm. Defense Assignments are those in which the Law Firm's client is an Insured under a policy underwritten in whole or in part by any of the subsidiaries of the Chubb Group of Companies. These assignments typically involve The Company requesting that the Law Firms respond to either threatened or actual litigation filed against one of The Company's Insureds.

By accepting cases to represent The Company's Insureds pursuant to a Chubb policy, the Law Firm is expressly agreeing to abide by this LSA.

- d. The Insured's legal needs are best served through a partnership developed with the Law Firm and The Company. The best way to coordinate the efforts and knowledge of the Insured, Law Firm and The Company is to ensure a consistent and regular flow of information between the three, maximizing the information available to best secure a cost effective, efficient and acceptable outcome for the Insured. The LSA therefore requires consistent contact between the Law Firm

and The Company, and occasionally requires that communication occur between the Law Firm and The Company in order to obtain The Company's **Prior Approval** (see below for discussion of "**Prior Approval**") for certain activities, subject to I(A)(1)(a) and (b) above. The LSA should not be construed as excluding the Client Insured from the litigation process. To the contrary, it is the Law Firm's responsibility to keep the Client Insured informed of significant events including settlement discussions and to obtain its input.

- e. Along with providing quality legal services for its Insureds, The Company expects that the Law Firm will remain mindful of the need to provide such services in a cost effective and deliberative manner, without compromising the quality of the Client Insured's defense. Consequently, the Law Firm is required under this LSA to provide a detailed plan and budget for every matter.
- f. **Insurance:** See Appendix 7.
- g. If local laws and regulations in the respective jurisdictions of the Law Firms provide minimum requirements for insurance coverage below the amounts stated in Appendix 7, the Company still expects the law firms to acquire additional coverage to reach said amounts as presented in this LSA. If for any reason a Law Firm is not able to acquire and/or hold the level of insurance expected, it shall promptly inform The Company, who may in turn chose to transfer Assignments to a different Law Firm.
- h. **Cancellation:** This LSA is open-ended and will extend through the duration of any Assignment made while the LSA is in force unless it is otherwise cancelled by duly authorized representatives of The Company (in which case a different arrangement may be sought with the Law Firms).

2. *Billing Procedures*

In order to achieve transparency in the delivery, provision, efficiency, cost of legal services and consistent standards of case management and handling, The Company has decided to engage various bill review vendors (hereinafter "Billing Vendor") who have been instructed by The Company to monitor and ensure compliance with this LSA in connection with such legal services. The choice of Billing Vendor may change and is at the absolute discretion of The Company. The Law Firm is required to submit all invoices through the appropriate electronic "Billing System" as instructed by The Company and agrees to bear any processing fee assessed by the Billing Vendor or The Company, if any.

If there is any item on which the Law Firm and the Billing Vendor cannot agree, the final decision rests with The Company, including subsequent approval by The Company in its absolute discretion of items, costs or procedures requiring **Prior Approval** in order to be reimbursed. Where the Law Firm provides legal services to more than one member of the Chubb Group the Law Firm agrees that if instructed, it shall separate invoices to each member company, allocating the total amounts due between each member company as instructed by the Company.

3. *Ethics*

Outside counsel is always expected to maintain the highest ethical standards. Included by reference in this agreement is "The Chubb Code of Conduct." The Law

Firm agrees by executing this agreement that it will also abide by the relevant provisions of the Chubb Code of Conduct.

4. *Diversity and Teamwork*

The Company expects the Law Firm to provide Client Insureds with the highest quality legal services in order to cost effectively resolve their claims. We believe that a successful outcome is strongly predicated on valuing and respecting individuals' diverse skills, cultural perspectives and backgrounds. We therefore expect the Law Firm to foster similar views on providing a diverse and inclusive environment, thereby ensuring our Insureds have access to the widest possible selection of qualified suppliers and innovative solutions.

5. *Privilege and Confidentiality*

The Company and Insured expect the Law Firm to be conscious of the potential risks of disclosing any information that is privileged, non-public, proprietary and/or confidential by having the necessary procedures and safeguards in place to ensure that such disclosures do not occur. None of the information provided by the Insured or The Company should be used by the Law Firm, directly or indirectly, for any purpose other than in connection with the matter for which it was obtained. The Company and Insured require that the Law Firm take all necessary steps during and after the duration of each assignment to protect the confidentiality of that information in compliance with the relevant statutory and regulatory provisions relating to privacy and confidentiality.

Nothing about the selection of the Billing Vendor, or the performance of their responsibilities, should be deemed to alter, mediate or in any way affect or impair the attorney-client relationship between the Law Firm and the Insured. All rights to assert any applicable confidentiality, privilege or other protection from disclosure or admissibility with respect to all attorney-client communications and work product, including billing records, on any legal, equitable or ethical basis under any body of law, are reserved and any waiver of such rights, by virtue of the retention of the Billing Vendor or otherwise, is denied. In the event the Law Firm believes that involvement of a Billing Vendor will waive privileges under the law of the applicable jurisdiction, it should advise The Company in writing immediately.

In the course of The Company's responsibility to provide "excellent defense for its Insureds, achieving superior results in the most cost-effective manner possible," The Company may provide its agents (e.g. the Billing Vendor or other third parties such as outsourced operations personnel) with access to the Law Firm's work-product. To the extent required by applicable local ethical rules, the Law Firm should request approval for these third parties to access privileged work-product from its client, the Insured in writing. If the Insured refuses to provide consent, then the Law Firm must notify the Company in writing immediately, forwarding the Insured's refusal to allow such.

6. *Data Security*

The Law Firm agrees that at all times while performing its obligations under and in connection with this LSA, it has implemented and will maintain information technology security and systems meeting the standards generally accepted in the legal community ("system protections") and has implemented data handling, processing, retention and storage (collectively, "data handling") safeguarding practices, policies and procedures to appropriately and adequately protect all of The Company and its Client Insureds' information. The Law Firm agrees that the Law Firm's performance

of Services hereunder, and its system protections and data handling shall always be compliant with applicable laws, rules and regulations.

While The Company invites the Law Firm to perform the necessary and appropriate steps to protect the security of the data in its possession, The Company believes that certain minimum steps should be taken by all Law Firms in order to properly protect the critical private and confidential information Law Firms often possess about The Company's Client Insureds and other parties. To that end, attached to this LSA as Appendix 6 are Chubb's LAW FIRM INFORMATION SECURITY BEST PRACTICES ("ISBP"). The Law Firm hereby acknowledges its understanding that these standards are, in The Company's view, the minimum policies, procedures and technologies that the Law Firm should implement. Please note that the Company's Client Insureds may require the firm to accept The Company's ISPB, which makes mandatory the Law Firm's full compliance with the ISBP. The Law Firm also acknowledges its understanding that a Law Firm failing to fully and completely implement the ISBP is, in The Company's view, consequently not providing an appropriate level of Data Security to protect the Client Insured.

7. *Safeguarding Information*

The Company expects the Law Firm to be conscious of the potential risks of disclosing any information that is privileged, non-public, proprietary and/or confidential, including without limitation any and all information provided by one or more of the Chubb Group of Companies or their respective employees, agents, representatives, clients, customers or Insureds, for or in connection with this LSA (collectively, the "Client Information") by having the necessary procedures and safeguards in place consistent with the terms of this LSA to ensure that such disclosures do not occur. The Company considers the following Client Information to be highly confidential: internal policy directives, manuals, organizational charts, forms, customer and employee information and other non-public materials, thought processes and work product relevant to the Client Insured or The Company's business and the work the Law Firm is performing. None of the Client Information provided by any Client should be used by the Law Firm, directly or indirectly, for any purpose other than in connection with the matter for which it was obtained.

- a. The Law Firm agrees to provide prompt written notice to the Client Insured and The Company in the event of any non-compliance with this Section and/or upon any improper disclosure or use of Client Information.
- b. The Law Firm further agrees to indemnify, defend and hold each and every Chubb Group Company harmless from and against any claim, cost, expense or liability arising from or in connection with any non-compliance with laws, rules or regulations, any use or disclosure of Client Information not in compliance with this LSA, or a breach of this Section.

8. *Media Contact*

All media inquiries should be referred immediately to The Company with no further comment. If a media inquiry is of an urgent nature and the Law Firm's contact at the Company on the particular matter is unavailable, the Law Firm should contact the Chubb Limited Chief Communications Officer directly at (212) 621-8681. Under no circumstances should the Law Firm discuss representation of any Chubb Group Company (including the fact of the representation) with the media either on or off the record, without **Prior Approval** of The Company. Under no circumstances should

the Law Firm discuss representation of any Client Insured without receiving written permission from either The Company or its Insured.

9. *Compliance with Laws*

The Company expects all Law Firms will fully comply at all times with all Laws, regulations, statutes, ethical guidelines and any other applicable rules and regulations in place impacting the performance of their duties, including but not limited to the specific requirements set out in Appendix 10, which includes the General Data Protection Regulation 2016/679 (“**GDPR**”) (applicable as further detailed in Appendix 10. Violations of the Compliance with Laws provision of the LSA may be resolved through the application of Section IV – Auditing and Indemnity below.

10. *Anti-Bribery*

The Company expects and understands that the Law Firm is in compliance with all applicable Laws, and shall ensure that Law Firm’s Personnel shall (a) perform all obligations under this Agreement in compliance with all Laws; (b) comply with applicable anti-bribery legislation, including but not limited to the U.S. Foreign Corrupt Practices Act (“FCPA”); (c) obtain and maintain all applicable permits and licenses in connection with its obligations under this Agreement; and (d) comply with all requirements of any third party that may have provided any relevant proprietary materials to The Law Firm or to The Company. The Law Firm shall ensure that the Law Firm’s Personnel shall, obey all rules and regulations in effect at any premises of Chubb, the Insured, or any other location at which Law Firm’s Personnel perform Services under this Agreement, including without limitation, all security requirements and all reasonable instructions and directions issued and provided by Chubb and the Insured.

No part of the compensation the Law Firm receives pursuant to this Agreement shall be paid or promised to any Foreign Official (as defined by the FCPA), or to any person or entity acting therefor, for the purpose of obtaining or retaining business or an improper advantage.

11. *Financial Crime and Sanctions*

The Law Firm shall conduct its business in accordance with all relevant anti-money laundering; counter terrorism financing; and international economic or financial sanctions legislation. The Law Firm shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery legislation and shall not undertake any activity in any way that would constitute a criminal act in the jurisdiction in which it is located or doing business, or which would expose The Company or its Insured(s) to any criminal sanction.

12. *Anti-Slavery and Human Trafficking*

The Law Firm agrees that in providing the services provided under this LSA to The Company or its Insured(s) it will not do anything which does or may place the Law Firm, The Company or its Insured(s) in breach of any anti-slavery and human trafficking laws or regulations that are or may be applicable to any party. The Law Firm shall maintain appropriate arrangements, which may include policies, records, systems, procedures and controls to demonstrate its compliance with any relevant anti-slavery and human trafficking laws, regulations, and provisions in this Agreement. Further, the Law Firm shall ensure that its personnel, agents and

subcontractors receive adequate training on these arrangements. The Law Firm should:

- a. Implement appropriate due diligence procedures for its suppliers and subcontractors to ensure that there is no slavery or human trafficking in its supply chains;
- b. Notify The Company as soon as it becomes aware of any actual or suspected slavery or human trafficking in its operations in connection with Assignments made pursuant to this LSA, wherever they might be delivered and whether or not those services have been provided by the Law Firm or its suppliers or subcontractors.

The Company may request such information or assurance as is reasonable to confirm the Law Firm's compliance with anti-slavery and human trafficking provisions in this Agreement. The Law Firm must provide such information or assurances as requested under this Section within ten (10) Business Days.

13. *Conflicts of Interest*

In addition to the Law Firm's ethical responsibilities to avoid conflicts of interest, the Chubb Group of Companies generally applies a Group-wide approach to conflict analysis. Although the Law Firm's client is the particular Insured(s) assigned to the Law Firm as a client, Chubb believes that the critical relationship exists between Insured, The Company and Law Firm. Chubb therefore requires that the Law Firm retained on a relevant matter consider in its conflict analysis the interests of both all potential Client Insureds and all Chubb Group Companies when analyzing whether a particular representation presents a conflict of interest. The Chubb Group of Companies does not generally consider conflicts to result solely from representation of its business competitors, but specific circumstances can cause conflicts to arise in such situations. In all cases, it is the responsibility of the Law Firm to identify and bring to the attention of the Client Insured and The Company, in writing, any circumstances that may create or involve a conflict of interest as herein described.

Any request by the Law Firm for the Client Insured or The Company to waive a real or potential conflict of interest must be in writing. Prospective waivers of conflicts that might arise with firms in the future as a general matter (e.g., based on the firm's activities in future or unrelated cases), as opposed to waivers based on specific facts and circumstances currently known (e.g., a waiver of an actual or potential conflict in a particular matter), are strongly discouraged and will not be granted except by agreement of the General Counsel and the Chief Claims Officer of Chubb, who will consider such requests only under truly extraordinary circumstances.

For the avoidance of doubt, all prior agreements between your firm and any Chubb Group company that purport to grant waivers for future conflicts are hereby terminated unless otherwise agreed by the Company in writing. By virtue of this Conflict policy, Chubb hereby requires any Law Firm to request a waiver of any actual or potential conflict of interest resulting from any assignment instructed by The Company on behalf of any Chubb Group Insured. Any Law Firm participating on any Chubb approved defense panel(s) hereby agrees to abide by this policy.

B. **Agreement Scope**

1. Unless otherwise agreed in writing, these guidelines apply with full effect for any legal services performed for the duration of any Assignment made pursuant to this LSA. The agreement extends to all legal services whether performed by the Law Firm itself,

or whether the legal services are outsourced or sub-contracted by the Law Firm to other parties, including legal counsel, experts, consultants, adjusters, inspectors, accountants / auditors, actuaries and any other specialist or professional service. Said sub-contractors, etc. will be required to comply with these guidelines to the extent these parties are performing legal services that otherwise would have been performed by the Law Firm.

2. As appears from these guidelines, the services extend inter alia to particular phases of litigation and activities and the guidelines are to be read in conjunction with various task-based billing code sets, which describe such activities and functions performed and work done within such stages and expenses related thereto. In particular, The Company requires that each bill be submitted using the “Uniform Task Based Management System” Litigation Code set, which is available through the Billing Vendor, as well as a variety of other locations which may include <http://www.UTBMS.com>.
3. The Company reserves the right to amend this LSA at any time. For new Assignments, any change made by the Company is to be deemed incorporated in the LSA. For ongoing Assignments, Law Firms may choose to discontinue working on said Assignments, sending all related documents and files to the Law Firm appointed by The Company to take over the handling of the case, should they choose not to comply with the requirements in the new LSA.

C. Case Referral

1. The Law Firm and The Company will agree on the designation of one or more “Relationship Partners” to assist with directing Assignments to the appropriate attorneys. Assignments will be made by telephone, fax or email, at the sole discretion of The Company.
2. With every new Assignment, The Company will typically provide the Law Firm with a retention letter or email specifying the scope of the tasks to be performed by the Law Firm, along with copies of all relevant documentation. The Law Firm should not perform tasks outside that scope without obtaining **Prior Approval**.
3. Chubb may engage any attorney at the Law Firm to become “Primary Attorney” for an assignment. If The Company does not make a selection, the Law Firm will appoint, subject to The Company’s agreement, a “Primary Attorney” who will be primarily responsible for overseeing the Assignment, which can include: managing the Law Firm’s team, ensuring the accuracy of the Law Firm’s invoices (including those submitted by Other Vendors as described below in Section III(D)), ensuring the Law Firm’s compliance with this LSA, and obtaining the best possible outcome for Chubb’s Insured.

II. Case Management, Strategy and Reporting

A. General Principles

1. Communication

The intent of this LSA is to ensure that The Company and Law Firm maintain regular communication during the life of the Assignment to be able to best serve the interests of the Insured. It is critical that the Law Firm keep The Company as well as the Client Insured fully informed of any important developments, particularly with regard to settlement overtures and legal developments. It is likewise crucial that The Company

be involved in pre-approving any activities contemplated by the Law Firm on behalf of the Client Insured.

2. **Prior Approval**

Frequently, reference is made in this LSA to the requirement that the Law Firm receive **Prior Approval** from The Company in order to perform various activities. A list of activities requiring “**Prior Approval**” is detailed in Appendix 1 below.

- a. Unless prohibited by local law, where required, **Prior Approval** must be secured in relation to each individual task on each individual Assignment as provided by Appendix 1. **Prior Approval** requirements are not intended to be limitations on the quality of the Client Insured’s defense. Where **Prior Approval** has been requested from the Carrier and declined and the Law Firm believes that the result will compromise the defense, it should advise The Company immediately to that effect in writing.
- b. Tasks requiring **Prior Approval** must be noted in the relevant invoice line item, together with the date **Prior Approval** was provided and identification of the person providing it.
- c. **Prior Approval** must be affirmatively directed from The Company to the Law Firm, and cannot be in the form of the Law Firm confirming **Prior Approval** without receiving an affirmative response from The Company. **Prior Approval** cannot generally be obtained verbally, but rather must be confirmed in writing.
- d. Where **Prior Approval** is required but not obtained, it is at the absolute discretion of The Company whether to reimburse the Law Firm for the involved charges.
- e. As a general rule, services performed by the Law Firm without first obtaining requisite **Prior Approval** are not reimbursable.
- f. **Prior Approval** cannot be obtained to allow for otherwise prohibited activities unless specified below.
- g. At The Company’s discretion, exceptions can be made for activities requiring written **Prior Approval** where such was not obtained where extraordinary circumstances require the Law Firm to otherwise protect the Client Insured’s interests.
- h. Any time involved in solely requesting **Prior Approval** is not reimbursable unless otherwise billable activities are occurring contemporaneously with the creation of the request. In this instance, the line entries for the time billed should specify the otherwise billable activities.

3. *Planning Conferences*

It is critical to the provision of quality legal services on behalf of the Client Insured that the Law Firm and The Company be in regular communication (either by telephone or face-to-face meeting) to discuss the status of the matter and any involved issues. The Law Firm and The Company should regularly and jointly collaborate on the strategy for resolution of the Assignment, discuss all critical issues existing in the matter, determine those that are remaining, and discuss the activities necessary to resolve those issues. Consequently, the below requirements will frequently require that **Planning Conferences** be held prior to conducting certain activities. The Client Insured should be timely advised of the results of the **Planning Conferences**.

To this end, this document therefore requires the Law Firm to operate under a pre-approved course of action at all times, which has been agreed to by The Company after the Law Firm has provided a binding budget for those activities. Consequently, the Reporting section below details the requirement that the Law Firm recommend activities for the next Phase to The Company and receive **Prior Approval** for the resulting budget.

If The Company chooses not to request a written report, the Law Firm is required to have a **Planning Conference** to obtain **Prior Approval** for the proposed activities and provide a verbal Budget which will also be submitted through the process specified by the Billing Vendor. Where **Planning Conferences** are required but do not occur, it is at the absolute discretion of The Company whether to reimburse the Law Firm for the charges resulting from activities that were not discussed in a **Planning Conference**.

B. **Team Approach**

Upon receipt of instructions from The Company, the Law Firm should address the issue of deployment of staff with The Company. The goal should be to use only the number of people necessary and appropriate to fulfill the instructions. The Company believes that for most assignments there is no need to involve more than one senior level attorney (e.g. partner or senior associate, depending on the staff plan agreed to with The Company) and one associate level attorney. Therefore, assignment of additional Law Firm personnel beyond one senior level attorney and one associate may not be made without the **Prior Approval** of The Company. The Law Firm must recommend only personnel appropriate to a particular case.

C. **Acknowledgment of Instructions**

1. Upon receipt of an Assignment, the Law Firm should acknowledge receipt and confirm that they are free to act without conflict. Such acknowledgment is to be made, in writing, directly to The Company contact that referred the assignment within three working days.
2. The acknowledgment letter should also confirm the Law Firm's understanding of the scope of the tasks they have been retained to perform and should include identification of the attorney(s) assigned to work on the case.
3. The Law Firm should be mindful of and observe any rules of procedure statutes or regulations that may apply to the handling of claims or litigation in any particular jurisdiction. The Company must be informed of any specific requirements within seven days of receipt of the instruction and notice must be given to the Client Insured, and other relevant parties within the scope of the attorney-client relationship, that these requirements have been and will be complied with.

D. **Initial Handling Instructions**

1. *Initial Planning Conference*
 - a. *Timing*

Following the receipt of the assignment and issuance of the acknowledgment letter, the Law Firm should review the submitted materials and contact The Company via telephone within **ten days** of receipt of the materials unless a shorter timeframe is mandated by The Company in the assignment letter. During that Planning Conference, the Law Firm is expected to discuss its initial views on

the assignment, particularly concentrating on its recommendation for the initial strategy to defend the claim.

The Company believes it to be the primary responsibility of Law Firm to initiate the initial **Planning Conference** once its initial review of the documents has occurred. If for any reason that **Planning Conference** does not occur on or before ten days after the Law Firm receives the assignment, then within 14 days the Law Firm must email its initial strategy recommendation to The Company.

b. Content

If the initial Assignment was to conduct tasks that have already been completed, then the initial **Planning Conference** will be to discuss the results of the Assignment.

If there are outstanding issues that will require additional work by the Law Firm, then the initial **Planning Conference** will be to discuss and confirm the scope of the representation and the timing of additional tasks to be performed by the Law Firm, as well as to agree upon the Law Firm's next **Phase** activities.

- During that **Planning Conference**, the Law Firm will inquire of The Company whether a Report as described below will be required.
- During that **Planning Conference**, the Law Firm and The Company will discuss whether there is the potential for early resolution of the matter.
- During that **Planning Conference**, the Law Firm and The Company will discuss whether the Law Firm is expected to contact plaintiff counsel to introduce themselves, gain an understanding of plaintiff's versions of the facts, and potentially explore what the plaintiff may need to resolve the matter.

2. *Initial Law Firm Communications*

Generally, the Company believes that the most effective way to resolve claims is for the Law Firm to ensure that it is consistently communicating with all relevant parties, including the Client Insured, claimant counsel and The Company. To that end, the Law Firm is expected to contact the Client Insured immediately after receiving the assignment to establish a working relationship and gain an understanding of the Client Insured's view of the claim.

E. **London Market (Lloyd's)**

With respect to matters identified by The Company as falling within the London Market "claims scheme," unless the Law Firm is specifically informed otherwise, reports should be furnished to The Company and all underwriters in accordance with the London "claims scheme."

Under no circumstances shall the Law Firm communicate directly with the broker, coverholder, or managing agent without **Prior Approval** from The Company.

F. **Professional Services**

1. *Generally*

This document provides The Company's expectations with regard to the Law Firm's performance of Professional Services. In some cases, the terminology below may refer to procedures of a similar nature but using a different name (e.g. "Depositions" or "Interrogatories" would be considered "Examinations for Discovery" and "Written Questions for Discovery" in Canada.) It is The Company's intent for this LSA to apply

to Professional Services based on the nature of the service regardless of each jurisdiction's terminology. If there are any jurisdictions where the procedures differ by nature as well as terminology, the Company's expectations with regard to a Law Firm's performance of those Professional Services are set out in Appendix 10.

2. *Substantive Positions and Communications*

All substantive (e.g. related to coverage, settlement, approval of mediation or other ADR process, institution of litigation, assertion of causes of action) positions must be taken, and all substantive written or oral communications must be made, only after obtaining **Prior Approval** of The Company unless extraordinary circumstances require the Law Firm to otherwise protect the Insured's interests.

The Law Firm must obtain **Prior Approval** in writing from The Company before issuing, initiating or defending any interlocutory process that is not mandatory. When requesting such approval, the Law Firm must address: the purpose of the interlocutory process, the chances of success of the process, how the process will advance or otherwise benefit the case, and the projected budget for the fee earner(s) or sub-contractors involved.

In no event will time spent either drafting or reviewing non-substantive communications (e.g. form letters, cover letters) be billable.

3. *Depositions*

The Law Firm should initiate a **Planning Conference** at least seven days in advance of any deposition to discuss same.

a. Deposition Billing Practices

- i. Line items for deposition time not using a court reporter specified in Appendix 5 must document the **Prior Approval** for using the unapproved vendor.
- ii. To the extent required by The Company's Billing System, the Law Firm will be expected to include specified unique deposition identifier for any time billed for attending a deposition.
- iii. Time for actually participating in a deposition should be billed separately than any time around a deposition that may be incidental to that deposition session (e.g. preparing a witness, meeting with opposing counsel, etc.)
- iv. Time spent during deposition breaks on personal activities (e.g. lunch, dinner) are not billable unless the fee earner is actually working on The Company's specific case or matter while on break.

b. "Critical" Depositions (e.g. party, witness, expert)

- i. The Primary Attorney assigned by The Company is expected to conduct any critical depositions unless **Prior Approval** is obtained from The Company.
- ii. The Law Firm should initiate a **Planning Conference** within 10 days after the deposition is completed.
- iii. A full written summary no later than 30 days, and can be drafted by the Primary Attorney
- iv. An electronic copy of transcript along with the summary should be emailed to The Company. Costs for electronic copies of the transcript are not billable as either time or expense, as copies are available free of charge from The Company's approved Court Reporting vendor.

- c. "Non-critical" Depositions
 - i. If testimony was given during a non-critical deposition that may materially alter either your evaluation of the case or the agreed defense strategy, a Planning Conference should be initiated within 10 days.
 - ii. Summaries of non-critical Deposition should be completed only after **Prior Approval** is obtained from The Company.
 - iii. If no summary is requested by The Company, then non-critical depositions should be summarized as appropriate in periodic reports.
 - d. Page/Line Designations of depositions should only be completed by associates in preparation for trial or if given **Prior Approval** by The Company. Otherwise, the time spent in completing Page/Line Designations of a deposition is only billable by paralegals.
4. *Interrogatories*
- a. In no event will any time incurred in the preparation of "form" Interrogatories be reimbursable.
 - b. Reasonable substantive interrogatories can be served without receiving **Prior Approval** from The Company.
 - c. The Law Firm should initiate a **Planning Conference** with The Company within 10 days if any critical issues appeared in interrogatory. If a **Planning Conference** cannot be completed within that initial ten-day period, then the Law Firm should send a summary of the issue to The Company by email within 14 days.
 - d. Copies of any interrogatories should be furnished to The Company within 30 days of receipt by the Law Firm.
5. *Motion Practice*
- a. **Prior Approval** is required prior to the preparation or filing of any motion.
 - b. Any request for **Prior Approval** to prepare or file a motion must clearly state the odds of success for that motion.
 - c. If the expected chances of success of any recommended motion (including but not equal to a summary judgment motion) are less than 50%, then the request must include a discussion of the justification for the proposed motion.
 - d. Any request for **Prior Approval** to prepare or file a motion must discuss the expected costs of the recommended motion.
6. *Document Review* - Any document review time greater than five hours in one day requires **Prior Approval**, regardless of the number of different documents included in the block of review time. The request for the approval should include the nature of the documents and the reason for the review.
7. *Mediations/Settlement Conferences*
- a. The Law Firm may not schedule a voluntary mediation without the **Prior Approval** of The Company. If a court orders a mandatory mediation, then the Law Firm should provide written notification to The Company within 72 hours of such order. The Client Insured should also be timely notified of all mediations/settlement conferences.

- b. A Pre-Mediation report, including an exposure analysis and settlement recommendation if requested, should be submitted to the carrier 30 days in advance of the scheduled mediation. At the Company's option, a Pre-Mediation report may be requested on a different schedule.
- c. The Law Firm must have a **Planning Conference** with The Company no less than 14 days in advance of any scheduled mediation or settlement conference (or no less than 28 days if attendance of a corporate representative is required). During that Planning Conference the Law Firm must provide an exposure analysis including an evaluation of the projected legal issues, etc.

8. *Settlement Authority*

Requests for additional settlement authority beyond that already extended (if any), should be confirmed in writing after a **Planning Conference** is held within:

- a. Greater than or equal to \$100,000 (or local currency equivalent) – no less than 90 days before the settlement amounts need to be available.
- b. Less than \$100,000 (or local currency equivalent) – no less than 30 days before the settlement amounts need to be available.
- c. If either timeframe in 8(a) or 8(b) above is not met, then the Law Firm will be expected to explain why in writing when scheduling the **Planning Conference**.
- d. If requested, the Law Firm must submit a case assessment completion contemporaneous with requests for authority.

9. *Settlement Offers*

- a. All settlement demands or a willingness to settle and/or negotiate, by ADR or otherwise, must be reported to The Company and Client Insured within 24 hours of its receipt by the Law Firm. A **Planning Conference** must be scheduled within 72 hours to discuss the settlement opportunity. During the **Planning Conference** the Law Firm will provide a specific recommended response to the settlement overture.
- b. Under no circumstances should the Law Firm make a settlement offer without first obtaining The Company's **Prior Approval** and without seeking the Client Insured's input.

10. *Court Appearances*

Attendance at substantive court appearances and depositions should be made by the assigned Primary Attorney in every event, unless **Prior Approval** is obtained from The Company.

G. **Budgeting:**

1. *Generally*

The Company believes that a critical aspect of providing an Insured with an effective defense is the ability of all parties (Law Firm, Insured and The Company) to communicate about the costs and benefits of the variety of legal strategies available. Additionally, The Company expects that Law Firms retained to represent an Insured should be consistently mindful of the adverse impact of unexpected costs on both the Insured and The Company. Although The Company recognizes that it can be difficult to predict necessary legal steps and the resulting costs at various points in the duration of the assignment because all the facts are not known, The Company's

litigation policy nevertheless requires a good faith attempt at making a reasonable estimate of the projected final legal fees at every point of the assignment.

Any fees or expenses exceeding the most recent approved budget (including the Staff Plan) may not be reimbursed by The Company at The Company's sole discretion.

2. *Budget Creation*

- a. Prior to the creation of any budget, the Law Firm is expected to conduct a **Planning Conference** with the Company to discuss the Law Firm's current view on liability and damages, discussing /damages, creating an agreed-upon litigation plan and a resolution strategy which would all be documented in the claim file.
- b. The Company believes that an accurate **Full Case Budget** is a crucial, and it is therefore the obligation of the partner primarily responsible for the assignment to create or verify the appropriateness of any submitted **Full Case Budget**.
- c. In order to assure that appropriate care is given to the crafting of any budget submitted by the firm, The Company will allow the lead partner assigned to the matter to bill up to 0.4 hours to draft a budget.
- d. Any charges for budget creation submitted to The Company for more than 0.4 hours may not be reimbursed at The Company's sole discretion unless **Prior Approval** is obtained.

3. *Full Case Budget*

The Company requires that Law Firms obtain approval for a **Full Case Budget** in The Company's designated Billing System for every Assignment, regardless of whether The Company's representatives separately require the Law Firm to submit a written budget along with a report as described below. That process also will, at various levels of projected expense, include a requirement that the Law Firm submit an accurate and binding Staff Budget specifically identifying any partner(s) that will be billing on the case, as well as the total number of associates.

The **Full Case Budget** should reflect the Law Firm's projection at the time of the budget submission for the most likely final cost that will be billed by the firm by the end of the assignment. If, for example, the Law Firm believes at the time the budget is submitted that it will likely try the case, then that budget should include the trial phase. However, if the Law Firm believes that the likely outcome of the case will be settlement after discovery is complete with only minimal motion practice, then the submitted budget should reflect such.

Full Case Budgets should also include an estimate of the total amount of expenses likely to be incurred during the course of the assignment.

4. *Staff Plan*

The Company may, at its discretion, require that the Law Firm detail when submitting a budget the timekeeper(s) expected to work on an Assignment. A typical **Staff Plan budget** will identify with specificity the partners who are expected to work on the Assignment, along with their projected number of hours. It will also include a count of the expected number of associates and paralegals who will be working on the Assignment during its duration along with their total projected number of hours. The Company at its discretion may choose not to pay for time billed for attorneys not contained on an approved **Staff Plan**.

H. Reporting

These guidelines are event-based, typically requiring that the Law Firms obtain **Prior Approval** to prepare a report after certain defined events occur or after the expiration of the previous submitted written report, whichever comes first. Generally, after submission of the initial report the form and frequency of reporting will be as agreed between the claim technician and defense counsel. It is at The Company's discretion to notify the Law Firm that it has modified the standard reporting requirements below. If for any reason it is not possible to comply with the reporting requirements the Law Firm must provide specific reasons for such non-compliance and seek further instructions from The Company. Similarly, if it is prudent to provide specific information to The Company earlier than is proposed within these guidelines then the Law Firm should do so.

1. *General Principles:*

- a. The **Initial Report** and **Subsequent Report** section below do not serve to override or modify any of the other provisions in this LSA requiring the Law Firm to contact The Company when certain defined events occur in the life cycle of the Assignment.
- b. **Prior Approval** in a **Planning Conference** must be obtained from The Company prior to the issuance of any **Subsequent Report** unless the Assignment is on behalf of the London Market, in which case no **Prior Approval** is necessary.
- c. The Primary Attorney at the Law Firm is responsible for all aspects of any reports submitted to The Company. It is the responsibility of the Primary Attorney to ensure that all reporting is done accurately and timely. The Primary Attorney, and not any other attorney involved in the drafting of the report, should provide settlement recommendations (upon request) and any other specific recommendations for the effective handling of each matter.
- d. All reports must be issued directly to The Company and to the Insured or their designated agents where specified, with no copies provided to any other third parties.
- e. All reports and written correspondence (including cover letters transmitting legal invoices) from the Law Firm to The Company should include, conspicuously in the reference section and as provided by The Company to the Law Firm upon instruction: (1) the Insured, putative Insured or adverse party; (2) the claim or matter name (e.g., underlying plaintiff, event, loss name, location or transaction); and (3) The Company's claim number (if applicable); (4) the Billing System's reference number (e.g. "Matter ID") and (5) the date of loss.
- f. All reports should contain a 2-3 paragraph executive summary of the facts, key issues, and immediate litigation calendar items (within 30 days of the issuance of the report).
- g. All reports should specify that the information contained therein is privileged and confidential and constitutes an attorney-client communication and/or attorney work product, or is otherwise subject to a rule or doctrine of privilege, confidentiality or non-disclosure. It is essential that full confidentiality is maintained when attorneys are reporting directly to The Company and Insured.
- h. If a **Subsequent Report** not issued for a London Market Assignment is issued without **Prior Approval**, then it is at the discretion of The Company to choose not to reimburse some or all of the resulting charges.

- i. Billed time for any report drafting activities can only represent charges for new activity related to that particular report. No drafting or review time is allowable for report content culled from previous reports.
 - j. The Company may, at its discretion, require that the Law Firm complete an online Case Assessment Questionnaire that will be separate from any reporting obligation discussed below.
 - k. In all cases, The Company must be notified in writing within three days of a trial date being set or changed.
2. *Initial Report*
- a. Timing - Unless a different timeframe is requested by The Company, the **Initial Report** for a claim handled:
 - i. In the US and Canada – 60 days after Assignment
 - ii. Outside the US and Canada (litigated matters) – 14 days after Assignment
 - iii. Outside the US and Canada (non-litigated matters) – 30 days after Assignment.
 - b. Initial Report Content –
 - i. Claim Summary:
 - (1) The name of the Insured, and any subsidiaries or additional Insureds where appropriate.
 - (2) A 2-3 paragraph factual summary of the claim outlining the date and details of the loss, the nature of the loss and the factual background. This section should include a recitation of the factual issues identified to date including the parties potentially involved and as much as can be identified regarding any contractual implications between the involved parties that may control or influence the claim.
 - (3) A list of all pertinent upcoming case management dates, highlighting any occurring within the next 30 days.
 - (4) If the generated report is a **Subsequent Report**, then the Summary section should contain a paragraph detailing what has changed in the case since the issuance of the prior report.
 - ii. Assessment: The Law Firm must provide an outline of the principle issues involved in the matter, including an analysis of:
 - (1) plaintiff, claimant or Insured representation;
 - (2) case value, settlement opportunities and/or potential for dispositive or interlocutory motions (e.g., motions to dismiss or for summary judgment) if applicable;
 - (3) recommendations for procedural or substantive actions and/or a request for further instructions, including a discussion of the costs and benefits of the recommended actions;
 - (4) if specifically requested, a reserve recommendation for both defense (fees) through case conclusion and indemnity (if appropriate);
 - (5) applicable law, conventions and/or treaties;

- (6) jurisdiction or forum issues;
 - (7) the merits and likelihood of resolution through ADR; and
 - (8) whether there is exposure excess of the policy limits.
- iii. **Staffing and Strategy:** The Law Firm must provide an evaluation of their assessment of the current staffing requirements of the matter. This section would be used to discuss whether the Law Firm recommends that more than the generally allowable two attorneys are necessary to conduct the defense of the case.
 - iv. **Recommended Phase Activities:** The Law Firm must make a recommendation for the work to be performed prior to the next **Planning Conference**. This portion of the report is intended to provide confirmation of the **Phase Activities** agreed to by The Company in the **Planning Conference** in which the Report was requested by the claim professional. This section should include a discussion of:
 - (1) necessary research;
 - (2) likely or anticipated discovery or disclosure activity (including depositions, if applicable);
 - (3) expert evidence, input or support requirements; and
 - (4) a proposal for any correspondence, pleadings or other documents that the Law Firm believes should be drafted or filed.
- c. **Budgets:** Each written report should contain two different budgets.
 - i. **Phase Budget:** The Law Firm will detail the expected costs through conclusion of the proposed **Phase Activities** listed in (iv) above. This budget is to be treated as binding on the Law Firm, and it is at the discretion of The Company to refuse to reimburse any costs that are above or beyond those in the proposed **Phase Budget**.

If at any time prior to the completion of the tasks enumerated in the **Phase Budget** the Law Firm finds that it will be unable to complete the tasks within that **Phase Budget**, the Law Firm must submit a revised **Phase Budget** and must receive written **Prior Approval** of The Company to exceed the budget.
 - ii. **Full Matter Budget:** The Law Firm will include the expected costs through to conclusion of the matter with a specific allocation for the current calendar year for all activities within the scope of the Law Firm's instruction. This **Full Matter Budget** should always be consistent with the budget submitted into The Company's Billing System.

The Company emphasizes that while the **Full Matter Budget** is not binding, accurately forecasting legal expenses is a critical component of the Law Firm's responsibility to The Company. The Company will be measuring compliance with the accuracy of these **Full Matter Budgets**.
 - iii. **Other Budget issues**
 - (1) If the Law Firm believes that at some point in the future staffing of the case will require more than the then allowable number of attorneys (either the generally allowable two attorneys or more if **Prior Approval** has been obtained) then it should be discussed in this report section.

- (2) Any expected expenses >\$1000, (or local currency equivalent) should be discussed in this section, including but not limited to experts, investigators, adjusters, auditors, consultants, counsel and other third-party vendors anticipated to be necessary to conclude the matter, as well as other more operational expenses like outside photocopying expense.
 - iv. Evaluation and Recommendation – Each Law Firm retained by The Company to defend the Insured(s) has been selected in part because of the Law Firm’s expertise in reviewing the exposure to the Insured in a direct and efficient fashion. Consequently, each Report must contain an evaluation of the exposure to the Insured and the strategic alternatives available to address the issues involved. Each evaluation should include:
 - (1) A settlement recommendation: Unless otherwise specified, this evaluation should be limited to a specific value, rather than a presentation of a settlement range.
 - (2) A valuation range: The settlement recommendation should be accompanied by a discussion of the potential range and how that value or range was calculated by the Law Firm.
 - (3) Strategy recommendation: It should also include a cost-benefit analysis evaluation and should include a comprehensive litigation risk analysis.
 - (4) An analysis of attempting to resolve the matter by ADR, litigation, or settlement negotiations.
3. *Subsequent Reports*
 - a. Timing
 - i. For London Market Assignments only, **Subsequent Reports** should be issued no less frequently than every 180 days, unless the Law Firm’s reasonable judgment suggest a shorter timeframe is necessary.
 - ii. Otherwise, for the rest of The Company’s claim units, a **Subsequent Report** should be issued only after requested and obtaining **Prior Approval** from the claim professional.
 - b. Each **Subsequent Report** should enlarge upon the detail as set out in the previous reports, particularly as regards the following:
 - i. The Summary section should contain a paragraph detailing what has changed in the case since the issuance of the prior report.
 - ii. A refined analysis of the facts of the loss and more comprehensive details of all parties involved;
 - iii. A complete evaluation of the merits of the facts and legal issues identified by the Law Firm in its investigation to date;
 - iv. An updated case-handling strategy to include:
 - (1) Any staffing revision.
 - (2) Variations on predicted matter activity re: discovery or disclosure, depositions, any investigative efforts and motion practice.
 - (3) Updated budget projection to include cumulative costs billed to date and comparison of actual to the **Full Case Budget**; and

- v. An updated evaluation of the case, including an analysis of the costs and benefits of continuing the dispute as compared to the potential for resolving the matter. The evaluation is expected to be more refined and specific than previous evaluations if possible.
- vi. Revisions, if appropriate, to the previously requested Full Matter Budget.

4. *Other Updates, Communications and Documentation*

- a. Depositions: See Section II (F) (3) above.
- b. Correspondence: The Law Firm will provide to The Company within two working days copies of any substantive correspondence received from any party.
- c. **Pre-Mediation Reports** should be issued no less than 30 days before the mediation, unless a different timeframe is requested by the claim professional.
- d. Pleadings and other documentation: It is often unnecessary for The Company to receive copies of every pleading and piece of correspondence involved in an Assignment. The Company and Law Firm should discuss in the initial **Planning Conference** what documents should be provided by the Law Firm. The following items should be sent to The Company in a timely manner:
 - i. Any complaint or similar document filed against The Company or Client Insured;
 - ii. The answer and any third-party complaints;
 - iii. Copies of substantive pleadings;
 - iv. Responses to interrogatories;
 - v. Any settlement overtures (whether written or oral);
 - vi. Releases, dismissals or final judgments and all orders of the court; and
 - vii. Any discovery responses that will require certification by The Company or Client Insured with sufficient time to allow for the review of same.

I. **Continuing Representation Requirements:**

Once the **Phase** activities from the preceding **Planning Conference** (with or without a confirming Report) have been completed, the Law Firm and The Company should immediately hold a **Planning Conference** about the status of the matter and proposed **Phase** activities. During the conversation, the Law Firm should discuss whether The Company wishes to have a confirming report issued.

It is at the absolute discretion of The Company to determine whether it wishes to receive a written report to follow up the **Planning Conference**. Any costs incurred by the Law Firm in generating any report without obtaining **Prior Approval** will not be reimbursable.

The Law Firm must provide to The Company each **Subsequent Report** within 14 days of the completion of the **Planning Conference** if such a report is requested by The Company. It is at the discretion of The Company to request a report using a different time frame.

J. **Provision of Documents and Information**

Notwithstanding the above, nothing in this LSA is intended to cause the Law Firms to violate any attorney-client privileges. If the Law Firms identify restrictions to providing

files and documents to The Company based on attorney-client privilege, or for any other reason, the Law Firm shall immediately contact The Company to discuss how to proceed. The Company may instruct the Law Firm to seek the Insured's written approval to allow the relevant information to be shared with the Company. Files and documents that do not contain privileged information must be shared promptly.

III. **Billing Requirements**

A. **Basic Billing and Case Management Guidelines:**

1. *Life-of-Case Rates* - The hourly rates applicable to any Assignment made pursuant to this LSA will be those agreed to by Law Firm and The Company at the time the Assignment is made, and will not change for the duration of the Assignment.
 - a. Under no circumstances will billing rates be increased on any Assignment or litigation in progress, even if 1) this LSA has expired by action of either the Law Firm or The Company or 2) the rate agreement between the Law Firm and The Company has been changed, unless the rate increase for an individual Assignment has been agreed to in writing by appropriate authorized representatives of The Company.
 - b. Any request for a rate change on a particular Assignment must be made by the Law Firm in writing, with an explanation of why the Law Firm believes the particular rate change is necessary and appropriate.
 - c. Any modified rate must be submitted electronically for approval by The Company through the Billing System only after **Prior Approval** is obtained from The Company in writing.
 - d. It is at the absolute discretion of The Company to authorize a rate increase on any Assignment made during or subsequent to the effective dates of this LSA, regardless of the duration of the Assignment.
 - e. Attorneys that are promoted during the duration of this agreement (e.g. from associate to partner) will be entitled to request that their rate be changed to the standard rate for their new level as agreed between the Law Firm and The Company. The Company has at its discretion the right to refuse the increase. Should the approval be granted to increase the rate, it will be effective immediately provided that the Law Firm properly and timely submits the revised rate request through the designated Billing Vendor. However, in no event will a rate increase be approved retroactively.
2. *General Principles*
 - a. The Company expects every invoice to be submitted with accurate billing entries, including appropriate descriptions as detailed below and accompanied by accurate UTBMS coding for each line item. Inaccurate, duplicate or non-compliant billing practices may not be reimbursed by The Company at its discretion.
 - b. Effective and efficient management of the case by the Law Firm is essential. It is important that the Primary Attorney be involved in each Assignment as necessary to ensure it is being properly handled by the Law Firm. At the same time, The Company needs to be involved in all decisions and strategic activities to be undertaken on its behalf or on behalf of its Insureds. The Law Firm must therefore hold Planning Conferences with The Company regularly and promptly.

c. Billing Requirements

i. Invoice Submission Requirements:

- 1) Draft invoices for services over \$500 (or in the United Kingdom £350 or in Singapore SGD 1000 or local currency equivalent in other countries rendered subsequent to the inception of this LSA may be submitted monthly, but in no event should they be submitted less frequently than every six (6) months.
- 2) Notwithstanding c(i)(1) above, and subject to c(i)(3) below, draft invoices for services under \$500 (or in the United Kingdom £350 or in Singapore SGD1000) or local currency equivalent in other countries rendered subsequent to the inception of this LSA may be submitted six (6) months after the submission of the previous invoice.
- 3) An Assignment's final invoice may be submitted immediately, regardless of amount, and should not be submitted more than six (6) months after the matter is closed.
- 4) Invoices submitted less frequently than the specified timeframes in this section (III(A)(2)(c)) will be reimbursed at The Company's sole discretion.

ii. Final invoices must be documented as such.

- 1) If submitting the Final bill electronically in the LEDES 1998B when applicable, format, the Invoice_Description must contain the notation "Final" for Final.
- 2) If submitting the Final bill electronically in an XML format, the inv_desc field must contain the notation "Final".

iii. The Company may, at its discretion, request a different billing frequency or change the billing minimum threshold in c(i) above.

iv. Any charges for activities submitted to The Company more than one year after the date the activities occurred may not be reimbursed at The Company's sole discretion. The only exception to this is where charges more than one year after the date of the activity are submitted on a timeframe pursuant to c(i) above.

v. The Law Firm's initial invoice should contain all fees performed from the date of Assignment through the end of your first approved billing period. Subsequent invoices should not contain fee dates which overlap a prior billing period. Any fee entries containing dates that overlap with a prior billing period are subject to exclusion at The Company's discretion.

vi. Invoices will be processed on a first in, first out basis, such that any invoice submitted while another is pending will not be paid until the first submitted invoice has been either paid or withdrawn.

vii. All invoices submitted will be in the means and format specified by The Company's Billing Vendor.

B. Hourly Rates and Time Recording

1. Time is to be recorded in tenths of hours (0.10). The time entered for a task, and in the aggregate, must not exceed the actual time expended on any activity, function or work as specifically described.

2. Blocked billing entries are not acceptable unless all of the functions, activities and/or tasks entered together (1) fall within the same UTBMS Phase/Task Code, (2) reasonably relate to each other and (3) are entered together under the UTBMS Activity Code most related to the blocked activities. Otherwise, each function, activity or task performed must be billed separately with an appropriate time entry. Any blocked billing entries will not be reimbursable. A specific narrative description must be provided, even where the various UTBMS Code Sets are being used and included in the invoice. The Company will, at its sole discretion, afford the opportunity for the Law Firm to correct the blocked billing entries.
3. Time records should not be destroyed, and must remain available for review, at least until five years after closure of each matter. Computerized records are sufficient for this purpose provided they are maintained in such a fashion as to allow future downloading to hard copy.
4. No more than 10 hours (excluding any travel time) per day may be billed on all matters (for The Company or otherwise) by a single timekeeper without **Prior Approval**. In no event will **Prior Approval** be granted for a timekeeper billing in excess of 20 hours (excluding travel time) across all matters for The Company or otherwise.

C. Professional Services

1. *Work Descriptions*
 - a. It is the responsibility of the law firm to ensure that nothing contained in any line item should have the potential to violate attorney client privilege or contain any otherwise private or sensitive information or personal data about any party. If the law firm feels that it cannot submit an invoice without potentially violating one of these requirements, then it should not submit an invoice with such information and should contact The Company immediately.
 - b. The billing entries must contain a detailed narrative description, which includes reference to:
 - i. A specific function, activity or task performed,
 - ii. For or in connection with a specific purpose or issue,
 - iii. For a specific amount of time.
 - c. Additionally, descriptions must permit The Company to identify the particular work product created, the particular proceeding to which it relates, or the purpose and significant participants in meetings and conference calls. Generic or vague narrative descriptions that do not identify to The Company's satisfaction the work done are not permitted and, if used, such entries will not be reimbursed. The Company will not pay for descriptions that lack specificity, including but not limited to the following examples:
 - Attention to file, matter, correspondence, et cetera;
 - Work on file, discovery, motion, trial preparation;
 - Follow up on request, status of, discovery requests, medical information, et cetera;
 - Update case strategy or files;
 - Prepare for conference, phone call or meeting;

- Review documents, correspondence, records, file, case strategy, or case issues;
 - Receive and review documents;
 - Pursue strategy, investigation, various matters, documents;
 - Planning regarding discovery, strategy, et cetera;
 - Review mail or email;
 - Consider issues, strategize;
 - Communications “regarding” common events like depositions, hearings, and motions that do not provide additional detail (i.e. “call to opposing counsel regarding deposition”); and
 - Telephone conference.
- d. Entries for telephone conversations, conferences, meetings, and court conferences must specifically describe the parties involved and the subject matter or purpose of the task. Charges for preparing or reviewing correspondence or emails should identify the subject matter of the letter or email and the author or recipient.
 - e. Entries for any court appearances and depositions should contain the start and end times of those appearances or depositions.
 - f. Where **Prior Approval** is required for an activity on an invoice, the narrative must include a discussion of when **Prior Approval** was granted and who granted it.
 - g. Any entry concerning any report, correspondence or any other document must specifically identify that document (including both the type AND nature of document) in any appropriate line item.
 - h. The Company will, at its sole discretion, afford the opportunity for the Law Firm to amend otherwise unallowable billing descriptions.
 - i. Pleadings and Motions - Only the time actually spent in modifying or editing standardized pleadings, documents, or discovery responses or requests should be billed. The Company will not reimburse the firm for time originally spent drafting such standard language.

2. *Staffing Issues*

- a. Generally, The Company expects a Law Firm to appropriately staff the matters it handles. In general, on routine matters The Company expects to have a partner or senior associate as the Primary Attorney, with an associate and paralegal (if appropriate) handling the routine work fitting their abilities. If the Law Firm wants to staff a case with more than two attorneys, then it must receive **Prior Approval** either directly or through the submission of a Staff Plan. Only one attorney should normally need to attend depositions, meetings, hearings etc., including Planning Conferences. Any additional attorneys required for these types of activities must receive **Prior Approval** from The Company, and if **Prior Approval** is not obtained, the resulting expenses will not be reimbursable.
- b. The Company expects that the Law Firm will use paralegals, law clerks, litigation assistants and trainees wherever appropriate for work that does not need to be

performed by an attorney. Where attorneys perform tasks of this sort, reimbursement is limited to rates applicable to paralegals.

- c. Appendix 2 contains a non-exhaustive list of non-legal (that is secretarial, administrative or clerical) services that are not subject to reimbursement by The Company, regardless of which employee of the Law Firm completes the service. Some examples of non-billable services are scheduling, record retrieval activities, docketing/checking case status, creation of indices of documents and compiling lists. These tasks are typically related to maintenance or scheduling issues normally expected in handling a case, which can be accomplished by someone with basic skills and minimal training.
- d. Appendix 4 contains a non-exhaustive list of services that paralegals and litigation assistants may perform (if permitted under applicable laws and regulations). Some examples of billable paralegal services are: requesting, reviewing and summarizing medical records (unless **Prior Approval** for lawyer review has been obtained as provided below in III(C)(3)(d)), drafting/preparing subpoenas or notices of deposition, digesting depositions, preparing exhibits and trial notebooks, as long as the latter involves substantive analysis and review.

The services performed by law clerks and trainees are not specifically set out, but should generally reflect those of a qualified junior attorney. Where law clerks or trainees or qualified attorneys perform tasks appropriate for paralegals, reimbursement shall be limited to rate(s) applicable for such paralegals.

3. *Multiple Fee Earners / Oversight and Supervision / Intra-office Conferences*

a. Multiple Fee Earners Generally

- i. As a general guideline The Company believes that most cases can be effectively managed by one senior level attorney (e.g. partner or senior associate who functions as the Primary Attorney) and one associate. If the Law Firm believes additional staffing will be required, it must make the request in writing complete with an explanation of why the additional staff is necessary in order to receive **Prior Approval** from The Company.
- ii. The Company expects that the Law Firm will use best efforts to ensure that there is clarity in the allocation of tasks by multiple timekeepers that may be working on an Assignment to avoid inefficiency and duplication of effort.
- iii. Where multiple fee earners are working on the same task, the invoice must show separate, specific, tangible work product for each fee earner.
- iv. When multiple fee earners are copied on written correspondence, only one timekeeper may bill for reviewing and responding to the communication.
- v. Where more than one timekeeper is working on an Assignment, the activities carried out are to be at the appropriate level within the Law Firm (e.g., paralegals should be performing paralegal tasks).
- vi. The Company will not reimburse the Law Firm for charges related to the transfer of a project to a new attorney for internal reasons, double-teaming, education, training or intra-firm conferencing.
- vii. The Company will not pay for summer associates, law clerks or other similar timekeepers without **Prior Approval**. If such are approved, they will bill no higher than the agreed-to paralegal rate.

b. Supervision

Supervisory activities by a senior level fee earner over a less experienced or junior member of staff is not billable. To the extent a senior timekeeper reviews or revises documents prepared by a junior timekeeper, the document(s) reviewed must be specifically identified in the relevant invoice line items.

c. Intra-office Conferences/Tangible Work Product

i. Procedural/Operational Intra-office Conferences: In no event can the Law Firm bill for any intra-office conferences that are procedural in nature (e.g. meetings to discuss the assignment of new work, the status of existing work.), or for any costs incurred in the creation of procedural internal communications to other members of the Law Firm..

ii. Substantive/Strategic Intra-office Conferences: In the event that necessary case or strategy discussions take place in the form of intra-office conferences, then **Prior Approval** must be obtained. The request for **Prior Approval** should include the nature of the discussion and identify the timekeepers that will be participating in the intra-office conferences.

- If tangible work product has been produced, then the Law Firm must provide to The Company that work product either before or contemporaneous with the billing for the Intra-office Conference.
- If no immediate tangible work product can be produced, documentation of the Law Firm's **Prior Approval** may need to be submitted upon request of The Company if/when the Law Firm submits its invoice to The Company for those costs.

4. *Research*

a. Since Assignments are made to firms which have been selected for their expertise in particular areas of law, routine legal research (e.g. review of basic procedural rules, research of basic elements of a cause of action, or other matters of common knowledge among reasonably experienced counsel in the locale) is non-billable and, if submitted by the firm on an invoice, will not be reimbursed.

b. The cost related to the use of legal databases (e.g. LEXIS or Westlaw), computerized legal-research programs, on-line services or CDROM programs, while encouraged to reduce time spent, is considered part of the Law Firm's overhead expenses and will not be reimbursed.

c. **Prior Approval** must be obtained before conducting any legal research that exceeds two (2) hours work. Any such request must specify the nature and expected benefits of the research, must specify a timeframe not to exceed six months in which the research is to be conducted.

d. Research should be carried out by more junior associates, law clerks, trainees, paralegals or library staff. Partners may not bill for any time spent in conducting research unless they first obtain **Prior Approval**. That request for **Prior Approval** must specify the reasons why the partner needs to conduct the research project instead of more junior staff.

5. *Document or File Reviews*

a. Any document review time over five hours in one day is subject to **Prior Approval**, regardless of the number of different documents included in that block of review time.

- b. Document review line items, especially for large projects staffed by multiple attorneys, should identify the type and nature of the document(s) reviewed. When available, a reference to Bates numbers, document custodians, or specific production volumes should be provided.
- c. The Company will not pay for file reviews unless they are prompted by a legal or factual development (e.g. the receipt of correspondence or a telephone call), and the review results in the creation of actual work product (e.g. a strategy note, a strategy plan, a letter, a report, or a telephone call.)
- d. When changes within the Law Firm require replacement of the personnel involved in the matter, The Company must be immediately notified of said changes and the reasons for the changes. Any time or costs involved in preparing new personnel for their involvement in the file, or for multiple file or document reviews by the same lawyer will not be reimbursed.
- e. Where, however, the file transfer is occasioned by a cause or causes beyond the control of the Law Firm, such time will be allowed provided that notice to The Company is given and The Company's **Prior Approval** is obtained.

f. Medical Records

Generally, Paralegals are expected to initially review and summarize medical records. It is understood that these records may require additional attorney review, generally in conjunction with other work being performed by the attorney on the matter.

- i. If an attorney needs to review a limited number of key medical records in preparation for other work, then the invoice submitted for those charges should identify both the medical records reviewed and the purpose of that review in the relevant invoice line items. **Prior Approval** is not required if the amount of time in reviewing these records is fewer than two hours (or in Australia, New Zealand, Singapore and Hong Kong, three hours).
- ii. In the event the Law Firm believes medical records review by an attorney is necessary for all or substantially all of the received medical records, then it must receive **Prior Approval** from The Company. The request for **Prior Approval** should specify the reasons attorney review is necessary, as well as information concerning the extent of the review and the resulting projected costs of such.

6. *Outsourcing*

- a. Services may not be outsourced or subcontracted without **Prior Approval** by The Company.
- b. The Company may, at its discretion, instruct the Law Firm to work with designated outsourced Law Firms on individual Assignments.

7. *Travel time*

- a. The cost of travel time is significant. Only travel that is absolutely necessary should be authorized by the Primary Attorney, particularly if international or out-of-state travel is anticipated.
- b. Travel time expected to be over one hour, one way, must receive **Prior Approval**.

- c. Travel time is to be included in the invoice as a separate line item and must include in the description the origin and destination of the trip. It should be billed at 100% of the actual time travelled, but for that line item the rate billed should be 50% of the approved billing rate unless the fee earner is actually working on The Company specific case or matter while traveling. In that circumstance, the time and rate should both be billed at 100%, and the line item description and coding should reflect the fee earner's legal activity.
 - d. In the line item for such travel time where no professional activities are performed, the Law Firm should clearly document that the line item is for travel time only, and as a result 50% of the rate is being charged.
 - e. Time spent on other matters shall not be charged to or payable by The Company.
 - f. Documentation for relevant expenses will be provided in accordance with III(E)(3) below.
8. *Non-Legal Services*
- a. Generally, work that is secretarial, administrative, clerical or overhead in nature is not billable. (See Appendix 2 and 3)
 - b. *Billing*
Time and other charges relating to billing or credit control will not be reimbursed, although time spent reviewing, analyzing or verifying appropriate charges by third parties (e.g. counsel, investigators, experts or consultants) will be reimbursed.
 - c. *Conflicts of Interest*
The Law Firm is required, without charge to The Company, to conduct or have conducted appropriate searches and inquiries with regard to any actual or potential conflict of interest, and to consult with The Company accordingly.
 - d. "Waiting time" is billable only if counsel is unable to work on any other legal assignments during that time.

D. **Other Vendors**

- 1. *Generally*
 - a. It is the responsibility of the Primary Attorney to confirm the validity and accuracy of any invoice for Other Vendors retained by the Law Firm and submitted to The Company for payment. Any time incurred in ensuring that the bill submitted by the Law Firm for payment to the Company is accurate and valid is not billable.
 - b. The Company may, at its option, require that the Law Firm use specified Other Vendors. A list of these types of Other Vendor are identified in this Section III(D) and are listed Appendix 5 below.
 - i. In those instances, **Prior Approval** is not available to allow for the use of a different vendor unless otherwise specified elsewhere in Section III(D) below.
 - ii. As Chubb has already negotiated the relevant contract terms with any Vendor identified in Appendix 5 to benefit our Insureds, no further contract discussions are appropriate or necessary. Law Firms therefore will not be reimbursed for any activity regarding contract discussions with these Vendors other than administrative discussions concerning the scope of the assignment and execution of a Statement of Work.

- c. In some instances, Other Vendors addressed in this Section III(D) may submit their invoices for their services through The Company's designated Billing Vendor via a Billing System.
 - i. In those instances, the Law Firm should not fund or include in their invoice submission to The Company those costs.
 - ii. When the Other Vendor's invoice is presented to the Law Firm in the Billing System, it is the responsibility of the Primary Attorney to verify the validity of the invoice prior to relaying the invoice to Chubb for payment.
 - d. Otherwise, in the absence of a Billing System, it is expected that the Law Firm will fund any costs of any Other Vendor addressed in this section as a disbursement and include these within their next draft invoice. Where such costs exceed \$1,000 (or local currency equivalent), or funding of the costs is likely to lead to an unreasonable financial burden upon the Law Firm, other arrangements should be discussed with and approved by The Company. Any such costs must substantially comply with these guidelines and must be agreed by The Company.
2. *Local Counsel*
- a. Prior to retaining any outside attorneys (e.g. local counsel), the Law Firm must first obtain **Prior Approval** from The Company. The hourly rates and estimated total cost of such local counsel must be provided to The Company prior to the retention, engagement or instruction.
 - b. Local counsel must be fully versed in local rules and appear regularly in the local jurisdiction.
 - c. Local counsel should serve as shadow counsel to assist defense counsel and the scope of their work should be consistent with that of shadow counsel.
 - d. Court appearances should be limited to motions for admittance *Pro Hac Vice* and as necessary by local rules.
 - e. Any legal analysis and/or strategy billed by local counsel should be limited to compliance with local rules unless the Law Firm obtains **Prior Approval**.
 - f. Document/brief review should be limited to compliance with local rules unless the Law Firm obtains **Prior Approval**.
 - g. Supervision of local counsel is the responsibility of the Primary Attorney and that attorney's formal approval of all fees and expenses of such local counsel (i.e., the reasonableness of the amounts billed, the necessity of the work and compliance with the terms of the retention) must be provided with the submission of all fees and expenses to The Company for payment. Any such costs must substantially comply with these guidelines and must be agreed to by The Company.
 - h. The following charges for the use of local counsel will not be reimbursed by The Company:
 - i. Charges deemed inappropriate by The Company;
 - ii. Charges that are not in compliance with this LSA;
 - iii. Charges excluded by Appendix 2 or 3 below;
 - iv. Charges that are incurred without The Company's **Prior Approval**; or

- v. Work of local counsel that is unnecessarily duplicative of work performed by the Law Firm.

3. *Investigators, Experts, Surveillance, Other Vendors*

- a. Prior to retention or engagement, The Company must give **Prior Approval** for the selection and use of investigators, experts and/or other consultants. The hourly rates (where applicable) and estimated total cost of each such investigator, expert or consultant must be provided to The Company prior to the retention or engagement, including the handling attorney's recommendation of a suitable individual or firm to be utilized in these circumstances for specific reasons.
- b. Supervision is the responsibility of the Primary Attorney and that attorney's formal approval of all fees and expenses of such investigator, expert or consultant (i.e., the reasonableness of the amounts billed, the necessity of the work and compliance with the terms of the retention) must be provided with the submission of all fees and expenses to The Company for payment.
- c. The Company may, at its option, require that the Law Firm use specified companies to conduct surveillance or perform background checks. A list of these vendors is found in Appendix 5 below.
- d. Charges for the use of investigators, experts or other consultants deemed inappropriate by The Company and incurred without The Company's **Prior Approval** shall not be payable by The Company.

4. *Electronic Discovery Vendors*

- a. In some jurisdictions (e.g. The United States) The Company requires that the Law Firm use an Electronic Discovery Vendor in Appendix 5 below.
- b. If the Law Firm uses internal tools or resources to accomplish any Electronic Discovery services that could otherwise be assigned to an Electronic Discovery Vendor, then those tools and resources are not billable.
- c. Time billed by the Law Firm related to the use of electronic discovery services that were not performed by The Company's approved Electronic Discovery Vendor(s), as well as any resulting costs or expenses, may not be reimbursed at the sole discretion of The Company.

5. *Court Reporting Vendors*

- a. In some jurisdictions (e.g. The United States), The Company requires that the Law Firm use a Court Reporting Vendor specified in Appendix 5 below whenever The Law Firm is scheduling an activity requiring the involvement of a Court Reporting Vendor.
- b. If the Law Firm is not selecting the court reporting vendor and is therefore unable to use a mandatory Court Reporting Vendor (if such is identified in Appendix 5) then the Law Firm must receive **Prior Approval**. That request must be made in writing to Chubb and must contain the reason why an unapproved vendor is to be used. That documentation may need to be submitted upon request of The Company if/when the Law Firm is requests reimbursement for those costs.
- c. Time billed by the Law Firm related to the use of court reporting services that were scheduled by The Law Firm but not performed by The Company's approved

Court Reporting Vendor(s) identified in Appendix 5, as well as any resulting costs or expenses, may not be reimbursed at the sole discretion of The Company.

6. *Medical Record Retrieval Vendors*

- a. In some jurisdictions (e.g. The United States), The Company requires that the Law Firm to use the Medical Record Retrieval Vendor found in Appendix 5 below.
- b. Time billed by the Law Firm related to the use of medical record retrieval services that were not performed by The Company's approved Medical Record Retrieval Vendor(s), as well as any resulting costs or expenses, may not be reimbursed at the sole discretion of The Company.

7. *Translation Vendors*

- a. In some jurisdictions (e.g. The United States, United Kingdom, Australia, New Zealand, Hong Kong, Singapore and Puerto Rico), The Company requires that the Law Firm to use the Translation Vendor found in Appendix 5 below.
- b. Time billed by the Law Firm related to the use of translation services that were not performed by The Company's approved Translation Vendor(s), as well as any resulting costs or expenses, may not be reimbursed at the sole discretion of The Company.

8. *External Photocopying* – See Appendix 9

E. Disbursements, Expenses and Other Cost Items

1. *Generally*

- a. Other than as provided immediately below, The Company expects any request for reimbursement of expenses over \$25 (or local currency equivalent) will be accompanied by documentation of that expense from the vendor through which the expense was incurred.
 - In Singapore, the minimum threshold for submission of supporting documentation for expenses is SGD 1500.
- b. Each individual disbursement, expense or cost item is to be separately described and identified and charged at cost. If VAT or some other such tax is payable, this should be indicated. No miscellaneous items will be reimbursed.
- c. "Routine" (less than \$1000 or local currency equivalent) disbursements, expenses or cost items should be paid directly by the Law Firm and then be billed pursuant to the guidelines provided by the Billing Vendor.
- d. Exceptional expenses may be invoiced directly and/or in advance, although any payment requests must be accompanied by supporting documentation. Unless otherwise agreed, payments on account to the Law Firm will not be made.
- e. Whether the disbursement is submitted in the Law Firm's bill for reimbursement or forwarded to The Company for direct payment, The Company expects the Law Firm to be responsible for the validity of the charges contained therein (e.g. if submitting a court reporting bill to The Company for payment, the Law Firm is accountable for validating that the invoice properly reflects the number of pages in the transcript as well as the ancillary services contained in the invoice.)

2. *Internal Photocopying* – See Appendix 9

3. *Travel Expenses – See also Appendix 8*
 - a. **Air** - Unless approved by The Company, short-haul travel (that is, less than 8 hours of flight time) will be via non-refundable, coach or economy class (or their equivalent) where available. Use should be made where possible of Apex or similar such discount fares. For long-haul flights (that is, flight time of 8 hours or more), Business Class is acceptable. The tickets and other flight documents, as well as any supporting invoice, must be kept as evidence of travel, including travel time. Where the trip/travel has more than one purpose, the cost should be charged pro rata to each relevant file, matter or Carrier.
 - b. **Non-Air** -
 - i. Any travel line item in an invoice submitted by the Law Firm should be entered with the appropriate approved rate in the relevant LEDES field "LINE_ITEM_UNIT_COST" (i.e. "RATE") and the miles traveled in the "LINE_ITEM_NUMBER_OF_UNITS" (i.e. "UNITS") field. Improperly formatted mileage expenses may need to be resubmitted on a subsequent invoice.
 - ii. Vehicle Travel - Generally, invoices including reimbursement of any travel of more than 50 miles or 80 kilometers must be accompanied by a Google Maps or similar printout showing the start and end points of the trip that also clearly displays the traveled distance and travel time. Specific reimbursement guidelines can be found in Appendix 8 below.
 - iii. Rental cars are allowable for midsize or similar categories of vehicle. Any other optional charges (e.g. Insurance, GPS systems, etc.) will not be reimbursed.
 - iv. Taxi fares or other ride share services will only be reimbursed while traveling away from the office, and the destination is to be specified in the invoice line item detail.
 - v. Ride Share services will only be reimbursed at the lowest private vehicle rate. Expenses for the use of premium ride share services are subject to reduction to the appropriate rate using available fair estimator tools, if available.
 - vi. Limousine or other private black car services are strictly prohibited, and such expenses are not subject to reimbursement.
 - vii. Rail travel shall be in standard/second-class or equivalent.
4. *Hotels/Meals*
 - a. Specific reimbursement rates for hotels and meals can be found in Appendix 8 below.
 - b. Gratuities in excess of 20% (or the level of customary practice in the relevant country) of the pre-tax amount of any meal shall not be reimbursed.
5. *Telephone, Postage and Facsimile:* Unless otherwise agreed, all such charges, including conference call charges, should be considered as part of overhead and will not be reimbursed. Video conference calls, if used, will be reimbursed at cost and must be accompanied by proper backup from the vendor. Any agreement to the contrary must be confirmed by The Company in writing and both The Company representative providing **Prior Approval** and the date of approval identified in the relevant draft invoice.

6. *Courier, Messenger, Expedited Delivery and Similar Services*
 - a. The Company recognizes that an increasing number of jurisdictions allow for e-filing of pleadings. Where available, e-filing should be utilized. Unless **Prior Approval** is obtained to use a filing means other than e-filing, resulting expenses in these jurisdictions will not be reimbursed.
 - b. Wherever possible, time-sensitive documents should be via email or facsimile.
 - c. Courier, messenger, expedited delivery and similar services must only be used:
 - i. When absolutely necessary,
 - ii. not because the Law Firm has neglected to allow sufficient time within which to complete something and forward it in a timely manner, and
 - iii. electronic transmission through email or other means is not a viable alternative.
 - d. Such expenses will be reimbursed, subject to a limit of \$250 (or local currency equivalent) for an individual item. If the cost should exceed \$250, **Prior Approval** must be obtained except in cases of emergency.
7. *Overhead* – Appendix 3 contains a non-exhaustive list of non-billable disbursements considered to be overhead of the Law Firm.

IV. Auditing and Indemnity:

The Company reserves the right in its absolute discretion to audit all fees, disbursements, expenses and other cost items submitted by the Law Firm and the corresponding files relating to the functions, activities or tasks performed, and the various supporting vouchers, invoices or other fee notes. Personnel of The Company, the bill review vendor, or any other third party authorized by The Company may perform this audit either on the premises of the Law Firm or remotely. The Company's payment of any fees, disbursements, expenses or other cost items shall not constitute a waiver of any right to seek reimbursement for any overpayment revealed during an audit or otherwise. In the event of an audit, the Law Firm will cooperate fully and without additional charge, including making available all appropriate staff for interview and producing all files and other pertinent documentation for review.

The Company additionally reserves the right to conduct open or closed file reviews as needed (whether related to a formal audit or otherwise) and evaluate whether a deficiency in the services performed by the Law Firm caused the Company to incur payments in excess of those that would have been incurred had the Law Firm carried out its obligations under or in connection with the LSA with reasonable skill, care and diligence to:

- a. The Law Firm,
- b. Any government or governmental entity as a result of a statutory or other violation,
- c. An Insured, or
- d. Any other party.

The Law Firm acknowledges the Company will expect the Law Firm to fully indemnify The Company for all losses that it has suffered as a result of these deficiencies. Where

losses are shown to have been incurred by a third party, the Law Firm acknowledges it understands the Law Firm will be expected to be liable to that third party.

V. File Retention Policy

Law Firms are required to retain all file materials as follows:

- All file types except Worker's Compensation– 7 years (in the US) or any applicable limitation period specified by Chubb outside the US following resolution.
- Worker's Compensation – 10 years following resolution.

This section is subject to amendment as required by Chubb's Records Retention policy.

VI. Terms of Severance and Consequences of Severance

1. The decision to terminate a retention, appointment or instruction, to transfer a matter to another attorney or Law Firm, or otherwise to restrict the handling of a particular matter shall be entirely at the discretion of The Company.
2. Subject to clause VI(3) below, the provisions of this LSA shall remain in full force and effect in respect of claims handled under this LSA until such claims have been fully and finally settled.
3. In the event of termination of this LSA for any reason, The Company may at its own option elect that clause 2 above shall not apply and immediately deal with the claims direct or transfer the provision of services to a third-party Law Firm. The Law Firm shall co-operate with all requests made and provide reasonable assistance to The Company or third-party Law Firm nominated by it to ensure the orderly transfer of services to the third-party Law Firm.
4. Sections 1 (Introduction: (A) Agreement Fundamentals; clauses 1 (f & g) Insurance, 4 (Privilege & Confidentiality, 5 (Data Security) and 6 (Safeguarding Information), IV (Audit and Indemnity), and V (File Retention Policy) shall survive termination of this LSA for any reason.
5. Termination of this LSA shall not affect any rights, liabilities or remedies arising under this LSA prior to such Termination.

Appendix 1 - Prior Approval Matrix

Prior Approval Matrix	
LSA Section	Title / Description
I(A)(2)	Billing Procedures
I(A)(7)	Media Contact
I(C)(2)	Case Referral
II(A)(2)	Prior Approval
II(A)(3)	Planning Conferences
II(B)	Team Approach – staffing
II(E)	London Market
II(F)(2)	Substantive Positions
II(F)(3)	Depositions
II(F)(4)	Interrogatories
II(F)(5)	Motion Practice
II(F)(6)	Document Review
II(F)(7)	Mediation/Settlement Conference
II(F)(9)	Settlement Offer
II(F)(10)	Court Appearance
II(G)(2)	Budget Creation
II(H) (all sections)	Written Reports
II(I)	Continuing Representation Requirements
III(A)(1)(c)	Rate revisions to Life-of-Case Rates
III(A)(2)(viii)	Billing in excess of 10 hours in one day
III(C)(2) and (3)	Multiple Fee Earners
III(C)(3)(c)	Intra-office Conferences
III(C)(3)(c)(ii)	Summer Associates/Clerks
III(C)(3)(d)(iii)	Medical Records
III(C)(4)	Legal Research over 2 hours
III(C)(4)(d)	Research by Partners
III(C)(5)	File Reviews
III(C)(6)	Outsourcing
III(C)(7)	Travel Time
III(D)(1)	Local Counsel
III(D)(2)	Investigators/Experts/Other Vendors
III(D)(4)	Court Reporting Vendor
III(D)(5)	External Photocopying
III(E)(2)	Internal Photocopying
III(E)(5)	Telephone, postage and facsimile
III(E)(6)	Courier & similar services
APPENDIX 9	Photocopying

Appendix 2 – Non-Billable / Secretarial Matrix

Non-Billable / Secretarial Matrix
Description
• Bates labeling/numbering documents
• Docketing/checking case status
• Charges for Opening or Closing Files
• Creation of indices of documents
• Compiling lists of documents that do not require analysis, or where the analysis has been completed by an attorney or paralegal
• Training of staff
• Preparing or revising bills, statements and dealing with billing enquiries
• Clerical duties such as creating or organizing files, folders, binders or notebooks
• Preparing documents or other materials for attorney review
• Collating; copying and binding; pulling/copying documents; & filing and re-filing
• Inventorying documents
• Uploading/downloading/formatting/converting documents
• Faxing/scanning documents
• Attendance at seminars or other such functions
• Word processing / data entry
• Scheduling, arranging or confirming meetings or appointments and making calendar/diary entries
• Making calendar/diary entries
• Making travel and related arrangements
• Proof-reading
• Filing/serving documents
• Mail merge
• Non-substantive communications (e.g. form letters, cover letters, standardized letters)
• Creation of Macros, Templates, etc.
• Conflict checks
• Document and record retrieval activities (e.g. request process, pickup, delivery, etc.)
• Chasing or repeatedly following up on the same outstanding issue
• Leaving or listening to telephone messages
• Attempting unsuccessfully to make a telephone call
• Sending a text message related to attempts to contact another party (e.g. a request for a return phone call)
• Bundling, not requiring a professional or legal input, analysis or selection process, e.g. labeling or indexing

(The above list is not exhaustive.)

Appendix 3 – Non-Billable /Overhead Matrix

Non-Billable / Overhead Matrix
Description
• Charges for Westlaw or Lexis/Nexis usage
• Any taxes other than those that are the legal obligation of the carrier to pay
• Facsimile/telecopying Charges
• Postage
• Telephone Charges, including conference call charges
• Scanning Charges
• Database (including but not limited to Summation or Concordance) set up and/or management charges
• Utilities, rent, heat, etc.
• Local meals and meals not associated with travel
• Any taxes imposed on the Law Firm that are not specifically identified as Chubb's obligation to pay by any relevant law or regulation.
• Travel costs associated with commuting
• Secretarial or support staff overtime
• Subscription charges to general publications such as law reports
• Entertainment / Carrier development
• Printing Charges
• Charges related to the firm's storage on its own systems of any data storage
• Word Processing Charges
• Stationery, office supplies, etc.
• Unnecessary courier, messenger or delivery charges
• Any expenses not supported by proper receipts or backup
• Subscription charges for case, complaint and discovery analysis tools
• Any miscellaneous, "other" or unspecified expenses

(The above list is not exhaustive.)

Appendix 4 – Paralegal Task Matrix

Paralegal Task Matrix
Description
• Production of enclosures to Instructions to Counsel or Experts, Exhibits to Affidavits, Witness Statements, and Court or other Legal Documents.
• Production of (draft) trial bundles.
• Production of application and case management bundles.
• Liaising with Counsel’s/Judge’s Clerks on contents of bundles.
• Standard form - Court and other Legal Documents.
• Performing CRU (“Compensation Recovery Unit”) activities, with the exception of activities related to CRU Appeals.
• Preparation of documents for production, or Lists of Documents which require either some degree of analysis or are to be included in any Pleadings
• Preparation of <i>Forms of Authority</i> to access medical or employment records.
• Preparation of <i>Authorization to Defend Proceedings</i> .
• Preparation of <i>Witness Summons</i> .
• Preparation of <i>Acknowledgment of Service</i> .
• Preparation of <i>Notice of Acting/Appearance</i> .
• Preparation of <i>Certificate of Service</i> .
• Preparation of Page/Line Designations of depositions unless prepared for trial
• The administration of complex telephone conferences
• Contact with lay and expert witnesses for purposes of attendance for witness testimony, except conferences where the lawyer is discussing evidence with the witness.
• Contact with Counsel for purposes of attendance at Trial, except conferences where the lawyer is discussing trial strategy with counsel.
• Creating/updating chronologies or timelines
• Creating trial notebooks, as long as such involves substantive review and analysis.

(The above list is not exhaustive.)

Appendix 5 - Mandatory External Vendors

The Company has designated the following as its approved vendors in the geographic areas specified below. As such, use of these vendors is considered mandatory unless otherwise specified above. Any time billed by the Law Firm working with an unapproved vendor, or expenses incurred through an unapproved vendor, may not be reimbursed at the discretion of the carrier.

If a vendor appears in this Appendix that provides a described service (e.g. Court Reporter, Electronic Discovery), then use of an otherwise unapproved vendor cannot be obtained by **Prior Approval** unless otherwise specified in Section III (D) above.

A few critical notes about these vendors:

- *Please engage the listed vendors using the contact email addresses referenced below to ensure you receive both the Chubb negotiated rates and the high levels of service available to Chubb and its Insureds.*
- *The Court Reporter, Electronic Discovery, Record Retrieval vendors below all have MSAs that include Chubb's Insureds as beneficiaries to the contract, and therefore the only requirement for engaging their services will be for your firm, as the entity retaining the services of these vendors, to enter into a brief Statement of Work (if necessary) to define the scope of services to be provided after obtaining **Prior Approval** as might be necessary.*

United States

- I. Court Reporter – Veritext (Chubb@veritext.com)
- II. Electronic Discovery
 - A. Consilio (NewChubbMatter@Consilio.com)
 - B. Epiq (Epiqinsurance@epiqglobal.com)
 - C. Ernst & Young (chubbdiscovery@ey.com)
 - D. FTI (FTIChubbQuotes@fticonsulting.com)
 - E. KLDDiscovery (Chubb@KLDDiscovery.com)
 - F. Lighthouse Global (insurance@lighthouseglobal.com)
 - G. Stroz Freidberg (Chubbmatters@strozfriedberg.com)
 - H. Trustpoint (chubb@trustpoint.one)
- III. Record Retrieval – Ontellus
 - Registration/ Training ([WelcomeToOntellus@Ontellus.com](mailto>WelcomeToOntellus@Ontellus.com))
 - New Orders (My.Ontellus.com)
- IV. Surveillance/Background Checks – CoventBridge Group – ((888) 932-7364 or Assignments@CoventBridge.com)
- V. Translation Services – TransPerfect (ChubbTranslations@transperfect.com)

United Kingdom, Australia, New Zealand, Hong Kong, Singapore and Puerto Rico

I. Translation Services (either to or from English only) – Transperfect
(ChubbTranslations@transperfect.com)

Appendix 6 – Law Firm Information Security Best Practices

The protection of client confidences is one of the hallmarks of the legal profession and the maintenance of those confidences is essential for its proper function. The electronic transmittal of information is one of the biggest vulnerabilities in protecting these confidences. Chubb is employing these Information Security Best Practices in order to clearly communicate Chubb's data security expectations, but the Client will determine whether the ISBP is mandatory in any particular matter. These best practices are meant to supplement, and not replace, a lawyer's professional obligations to her/his clients. Chubb trusts that you will find these best practices helpful, and we look forward to working with you in a secure environment.

Purpose

This ISBP sets forth Chubb's information security best practices with respect to Client Data and will outline what Chubb expects from the Law Firm ("Firm"). This ISBP will provide guidance in handling of all confidential information associated in any way with Chubb's retention of the Firm ("Services"). In its performance of the Services, the Firm should comply with all of the provisions of this ISBP and should cause all of the Firm's employees, agents, representatives, subcontractors and all other parties to whom the Firm may provide access to or disclose Client Data, as permitted by the Defense Counsel Legal Services Agreement ("Agreement"), to comply with all of the provisions of the ISBP. The Firm, Client and Chubb are hereinafter referred to collectively as the "Parties" or individually as a "Party".

1. Definitions

"Chubb" means, individually and collectively, Chubb INA Holdings Inc., all insurance companies in the Chubb group of companies, and Chubb's Affiliates, including but not limited to ESIS, Inc.

"Affiliate" means a related company or business entity.

"Breach" means an (i) unauthorized use, loss or disclosure of or access to Client Data and/or (ii) failure to provide the Services in accordance with Information Security Best Practices.

"Client" means the person or business entity that the Firm represents as understood by the applicable rules of professional conduct (which term may include Chubb).

"Client Data" means confidential data or information provided to the Firm in connection with representing an entity insured under a Chubb policy or any matter where the Firm receives an assignment to perform Services by Chubb or one of Chubb's Affiliates. Confidential information may include, but shall not be limited to: (a) information owned by, or licensed by any third party (including the Firm itself) to, Chubb or any of its suppliers or clients to which the Firm obtains access (whether prior or subsequent to the Effective Date of the Agreement) in connection with Chubb's retention of the Firm, including Personally Identifiable Information; Client Data includes data and information: (i) regarding the businesses, customers, insured, marketing partners, personnel, operations, facilities, products, rates, regulatory compliance, competitors, consumer markets, assets, expenditures, mergers, acquisitions, divestitures, billings, collections, revenues and finances of Client, its affiliates, suppliers and clients; and/or (ii) created, generated, collected or processed by the Firm in the performance of its obligations under the Agreement, including data processing input and output, service level measurements, reports, third party service and product agreements, and contract charges; and (b) all derivatives of any of the foregoing.

"Information Security Best Practices" means practices compliant with the following: (i) privacy and information security best practices consistent with the applicable informative references listed in the NIST Cybersecurity framework (for example, ISO 27001); (ii) the security requirements, standards, obligations, specifications and event reporting procedures set forth in this ISBP or the Agreement (as they may be amended from time to time); (iii) PCI Standards; and (iv)

any other applicable requirements, standards, obligations, specifications and/or event reporting procedures required by any Law.

“Laws” means all applicable international, federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, court orders, rules of professional conduct, confidentiality agreements, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof, including Privacy Laws.

“PCI Standards” means with respect to all cardholder data, (i) any standards issued by the Payment Card Industry Security Standards Council including the Payment Card Industry Data Security Standard and the Payment Application Data Security Standard; (ii) any VISA, MasterCard, and any other credit card network bylaws and operating regulations; and (iii) any Laws applicable to cardholder data, as any of (i) – (iii) shall be amended or revised from time to time.

“Personally Identifiable Information (PII)” means any Client Data that contains one or more unique identifiers from which the identity of the person can be determined or accessed such as their full name, national identification number, social insurance or social security number, passport number, driver’s license, or other government-issued identification number, credit card, debit card or financial account information, date of birth, mother’s maiden name, medical information or health insurance information, biometric records, digital signature files, account login information (such as a combination of user ID or email address when combined with password or other information that would give access to an account), and any other information that is protected by Privacy Laws.

“Privacy Laws” means any and all applicable international, federal, state or other local laws, rules or regulations relating to data privacy, information security, personally identifiable information, identity theft, data breach notification, trans-border data flow or data protection.

2. Data Protection

2.1 Data Restriction. The Firm covenants and agrees that: (a) it will not sell, assign, license, or market Client Data to any third party without Client’s prior written consent; and (b) it will not make use of Client Data for its own purposes or the benefit of anyone or any other entity other than Client and that such data shall only be used and disclosed for purposes of meeting the Firm’s obligations with respect to the Services.

2.2 Termination. If in Chubb's sole judgment, the Firm’s physical and data security controls are not adequate to protect Client Data, Chubb may (a) upon providing notice to the Firm, terminate (and the Firm shall immediately terminate) any/all Services by the Firm and any Sub-Providers without liability for any such termination, and (b) terminate the applicable agreement(s) and/or other instrument(s) of engagement entered into thereunder upon ten (10) business days written notice to the Firm without liability for any such termination.

3. Correction and Reconstruction. The Firm shall develop and maintain procedures for the reconstruction of lost Client Data, and, at no cost to Chubb, the Firm should correct any errors in, or destruction, loss, or alteration of, any Client Data caused by Firm or Firm agents.

4. Data Processing. Each Party shall comply with all Privacy Laws in connection with the performance of its obligations and the exercise of its rights under the Agreement. The Firm shall cooperate as requested by Client in connection with any filings, disclosures or registrations required by data protection authorities in connection with the provision or receipt of the Services.

If the Firm or a Firm agent processes PII on behalf of Client in connection with the Agreement, the Firm shall, or shall ensure that the Firm agent shall: (i) process those PII only on the instructions of Client and, in particular, not process them except in order to provide the Services; (ii) at all times have in place appropriate administrative, technical, and physical safeguards to protect PII against

accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure of or access to PII (in particular, but not only, where the processing involves the transmission of data over a network) and all other unlawful and unauthorized forms of processing; (iii) treat PII as confidential, not disclose such PII to any person except with Client's prior written consent and limit access to such PII to employees of the Firm or Sub-Provider who need access in order to provide the Services; (iv) promptly inform Client of any unauthorized access to or unlawful processing of PII of which it becomes aware; (v) when Client Data is no longer needed for the provision of the Services or required to be retained, promptly and securely delete Client Data in a manner that renders the information unrecoverable and deliver to Client a certification that such deletion has occurred, or, at Client's option, return Client Data to Client; and (vi) not, by any act or omission, place Client or Chubb in breach of any Privacy Laws.

5. Data Safeguarding Procedures. The Firm should establish and maintain throughout the term of the Agreement a comprehensive written data security program that includes administrative, technical and physical policies, procedures and safeguards for the protection of Client Data. The Firm's data security program should be designed specifically to (1) ensure the security, integrity, availability and confidentiality of Client Data, (2) protect against any anticipated threats or hazards to the security or integrity of Client Data, and (3) protect against the destruction, loss, unauthorized access or alteration of Client Data. The Firm's policies and procedures should be: (i) no less rigorous than those maintained by the Firm for its own information of a similar nature; (ii) no less rigorous than industry standard best practices for locations similar to the applicable service location hereunder, and (iii) adequate to meet the requirements of Laws. Chubb and Client shall have the right to audit (at no extra cost), including through site inspections, the Firm's data security program and controls with reasonable advance written notice to the Firm. In addition, the Firm shall cooperate with Client to perform security control reviews through questionnaires, email, phone calls, and/or online meetings (including access to the Firm's policies, procedures and other relevant documentation and access to the Firm's Personnel as reasonably necessary to facilitate such reviews). During such review, the Firm shall provide Client with copies of any independent audit reports (relevant to the products and/or services being provided to Client pursuant to this Agreement) that have been prepared for the Firm, such as an SOC 2 Type II report and/or ISO 27001:2013 certification. If Client, in its reasonable discretion, discovers any problems or shortcomings with the Firm's security controls, the Firm shall file a remediation plan with Client within thirty (30) days following the completion of such review, and the Firm shall remediate each such issue in a timely manner in accordance with a remediation schedule mutually agreed to by the parties.

As part of the Services, the Firm shall conduct vulnerability and threat assessments performed both by itself and by an independent third party, at least once a year, to identify any threats and/or vulnerabilities that might compromise the security, confidentiality, availability or integrity of any Client Data, and monitor, test and update its data security program to ensure its effectiveness and compliance with this ISBP. The Firm shall document and maintain a security incident response plan that contemplates threats to the confidentiality, integrity, and availability of Client Data, and engage in periodic incident preparedness exercises. If the Firm discovers or is notified of any accidental or intentional Breach or suspected Breach of the security of Client Data, or any unlawful or unauthorized use or disclosure of Client Data, the Firm shall: (a) notify Client and Chubb's Chief Information Security Officer at tpsecuritynotice@chubb.com immediately, but in no event later than twenty four (24) hours after discovery of the Breach or suspected Breach of the security of Client Data; (b) immediately secure the affected systems to prevent further or continuing Breaches, (c) promptly investigate and remediate the effects of such Breach or suspected Breach of security on Client Data, perform a root cause analysis, and provide an executive summary of such analysis to Chubb and Client upon request.

The Firm acknowledges that Privacy Laws include certain security breach notification statutes and/or regulations obligating owners and licensees of PII to provide notice of unauthorized access to or use of such information (the “Security Breach Laws”). If the Firm becomes aware of any circumstance that may trigger either party’s obligations under Security Breach Laws, the Firm shall immediately provide written notice to Chubb and Client and shall fully cooperate with Chubb and Client to enable Chubb and Client to carry out their respective obligations, if any, under Security Breach Laws. Chubb and Client will have the sole and exclusive right to issue any notices required under any Security Breach Laws. If the Firm is required by any Security Breach Law to give any notice to any person other than Chubb and/or Client, the Firm will cooperate with Chubb and Client in developing and delivering such notice, and Client will have the final right of approval over the content of any such notice (subject to applicable law). The Firm shall bear appropriate costs related to any Breach involving Client Data, except to the extent that such Breach is directly or indirectly caused by the actions of Chubb or Client in violation of Chubb’s or Client’s express obligations under this ISBP. Each party shall provide any and all assistance, cooperation and support as the other party may reasonably request in the investigation of any security incident, breach, fraud attempt or other disaster.

6. Cross-Border Data Transfers. In the event the Services will involve any international or cross-border transfers of PII, then, each Party shall comply with all applicable Laws governing the cross-border transfers and will work together, in good faith, to put in place any necessary data transfer agreements.

For international or cross-border transfers of PII governed by Directive 95/46/EC of the European Parliament and of the Council of the European Union dated October 24, 1995, as it may be amended from time to time, (the “Directive”), any such international PII transfers from and to any applicable service location hereunder by Client, Chubb or the Firm, each in their respective capacities as data controller and/or data processors, as appropriate, shall comply with the Directive.

7. Security Practices. The Firm shall provide all Services in accordance with Information Security Best Practices. Notwithstanding anything to the contrary set forth herein, the Firm hereby agrees to implement and maintain, at a minimum, the following security controls:

7.1 Segmentation

- i) Maintain a firewall at each Internet connection and between any DMZ and the internal network
- ii) Logically or physically segregate, to the extent technically feasible, all Chubb and Client Data from that of any other customer of the Firm, and restrict access in any shared environment to the Firm’s employees or Sub-Provider performing the services
- iii) Logically or physically segregate production environments from non-production environments (e.g., development, test, QA)

7.2 Default Parameters

- i) Change default passwords and configurations, where appropriate, on vendor-supplied devices prior to connecting them to the network
- ii) Enable only necessary and secure services, protocols, as required for the function of a particular system
- iii) Update and maintain system configurations in a manner that is consistent with industry practices and the Firm system hardening standards

7.3 Stored Data

- i) Maintain and follow processes for secure deletion of both electronic and printed media when no longer needed

- ii) Hash or encrypt passwords wherever stored using a cryptography system (e.g., bcrypt), consistent with Information Security Best Practices
- iii) Prohibit storage of PII in non-production environments unless first being cleansed/masked

7.4 Encryption

- i) Use strong cryptography and security protocols to safeguard Chubb and Client Data and passwords during its transmission over public networks and storage on removable media such as backup tapes, laptops, flash drives and the like
- ii) Ensure that corporate wireless networks are implemented with industry standard, strong encryption for authentication and transmission
- iii) Use controls, including encryption, to protect Chubb and Client Data at rest in the Firm's possession or control. To the extent the Firm determines that such encryption is infeasible, the Firm may use effective alternative controls, but only if approved by the Firm's Chief Information Security Officer (CISO) and reviewed by the Firm's CISO at least annually

7.5 Vulnerability Management

- i) Install and maintain anti-virus/malware software on all systems commonly affected by malicious software (particularly personal computers and servers)
- ii) Ensure that all anti-virus/malware mechanisms (e.g. virus signatures) are current, actively running, and maintaining audit logs for at least 90 days
- iii) Install critical security patches within one month of release
- iv) Develop applications based on secure coding guidelines in order to prevent common coding vulnerabilities (e.g., as listed by OWASP) in software development
- v) Review networks and public-facing web applications via manual or automated application vulnerability security assessment tools or methods, at least quarterly and after any changes, and remediate all confirmed high or critical risk vulnerabilities within thirty (30) days of discovery

7.6 Access Control

- i) Restrict privileges of Firm-maintained privileged user IDs to only those privileges necessary to perform job responsibilities
- ii) Require multi-factor authentication (i.e., password, smartcard, or biometric) for remote access to the Firm internal networks from external networks
- iii) Revoke access to terminated users immediately
- iv) Use federation (e.g., SAML 2.0 or current industry standard assertions) for network authentication to Chubb and/or Client trusted networks, if network access is not provisioned by Chubb or Client on its Virtual Desktop Infrastructure (VDI) or Desktop-as-a-Service (DaaS) technologies
- v) Review user access to the Firm systems at least semi-annually for appropriate access and usage
- vi) Immediately notify Chubb or Client, as applicable, of any Firm user with access to Chubb or Client systems that is (i) terminated, or (ii) no longer supported by a business need to access such systems
- vii) Do not use group, shared, or generic accounts and passwords
- viii) Restrict passwords to a minimum length of 8 characters with a mix of at least 3 of the 4 categories: uppercase characters, lowercase characters, special characters, and numerals

- ix) Lock user IDs after no more than 6 unsuccessful attempts and require IDs to be unlocked by an administrator or a 30 minute timeout period
- x) User account passwords must expire every 90 days and should not repeat any of the last twelve (12) passwords for the associated user ID

7.7 Monitoring

- i) Implement automated audit trails for system components necessary to reconstruct events to detect or respond to security events
- ii) Configure system time such that it is accurate, consistent across systems and based on industry accepted time sources
- iii) Secure audit logs so that they cannot be altered or modified; retain log data for one year
- iv) Use intrusion-detection systems, and/or intrusion-prevention systems to monitor all traffic at the perimeter of the network

7.8 Physical and Environmental Controls

- i) Implement and maintain physical access controls, including controls that restrict access to facilities to authorized personnel, limit access to sensitive areas (e.g., data center) based on job responsibilities, and require appropriate visitor escort protocols
- ii) Employ CCTV / Surveillance cameras at all entry and exit points of facilities storing, accessing, and processing Chubb data. Also maintain cameras in and outside data rooms where servers containing Chubb data are stored. CCTV video logs should be kept for 90 days
- iii) Implement and maintain environmental controls, including appropriate fire detection and suppression, redundant power supply, battery backup, water detection, HVAC, humidity control systems where appropriate
- iv) Implement and maintain trash disposal programs that provide for the secure disposal of sensitive trash. Sensitive trash is defined as any discarded material that contains or could disclose Chubb or Client Data

8. General

8.1 Security Administration. The Firm shall provide (or cause to be provided) security awareness training to all employees and Sub-Providers using or having access to Client Data. The training must be designed to educate them on maintaining the confidentiality, integrity and availability of sensitive personal and corporate information, and shall occur no less frequently than annually. The Firm's security administrator must retain sole responsibility for providing use of or granting access to systems containing Client Data for all Firm and Sub-Provider employees, and for providing a process by which Firm-specific administrative accounts shall be created and deleted in a secure and timely fashion. The Firm shall enforce the security access principles of segregation of duties, need-to-know and least privilege.

8.2 Sub-Providers. The Firm shall impose written contractual requirements equivalent to those relating to data privacy and security in this ISR on any Sub-Provider prior to such Sub-Provider's obtaining access to Client Data. Chubb and Client shall have the right of prior review and approval of any Sub-Provider. Any act or omission by any Sub-Provider that would be a breach of this ISR if committed by the Firm is deemed a breach by the Firm for which the Firm shall be responsible. The Firm shall be fully liable and responsible for all Sub-Providers used by the Firm in the performance of any Services.

9. Non-Compliance. It is Chubb's view that: (a) the requirements contained in this ISBP are necessary to protect Client Data and (b) the ISBP effectively communicates Chubb's expectations

to the Firm. Chubb reserves the right to amend and update this ISBP from time to time through reasonable notice to the Firm. If the Firm has any questions about its obligations under this ISBP, please contact Chubb immediately. Please understand that in the event that the Firm fails to comply with its obligations to protect Client Data, Chubb and Client reserve the right, in Chubb's and Client's sole discretion, to terminate the Firm's representation on any matters assigned to the Firm by Chubb.

Appendix 7 – Insurance Requirements

United States

The Law Firm agrees to obtain and maintain appropriate types and amounts of insurance coverage to adequately cover its liabilities and obligations under this LSA.

- Unless specified otherwise below in Regional Requirements, in most cases this is expected to be a policy with a single loss limit of no less than \$5 million (or the foreign currency equivalent).
- However, if the Law Firm has 50 or more attorneys, then The Company expects that Law Firm maintain single loss limits of \$10m (or the foreign currency equivalent).

The Law Firm agrees to provide copies of certificates of insurance upon Client's reasonable request.

UK, Australia, New Zealand, Hong Kong, Singapore

- If the Law Firm has fewer than 50 attorneys, then it is expected to obtain and maintain a policy with a single loss limit of no less than \$7.5 million (or the foreign currency equivalent) for each type of insurance coverage (professional indemnity/cyber, public liability and employer's liability) to adequately cover its liabilities and obligations under this LSA..
- If the Law Firm has 50 or more attorneys, then it is expected to obtain and maintain a policy with a single loss limit of no less than \$15million (or the foreign currency equivalent) in UK, Australia, New Zealand, Hong Kong, Singapore for each type of insurance coverage (professional indemnity/cyber, public liability and employer's liability) to adequately cover its liabilities and obligations under this LSA..

Appendix 8 – Regional Travel Guidelines

A. Vehicle Travel

1. United States: Vehicle travel in the United States will be reimbursed at no more than the Standard Mileage Reimbursement rate as established by the U.S. Internal Revenue Service.
2. United Kingdom: Vehicle travel in the United Kingdom will be reimbursed at no more than 45p/mile outside a radius of 10 miles from the Law Firm's office which is handling the claim.
3. Puerto Rico: Travel within 20 miles of San Juan is not reimbursable. Beyond that radius, travel will be reimbursed as established by the U.S. Internal Revenue Service.
4. Hong Kong: Travel rates within Hong Kong should not exceed the taxi fare rate under Transport Department.
http://www.td.gov.hk/en/transport_in_hong_kong/public_transport/taxi/taxi_fare_of_hong_kong/index.html
5. Singapore: Travel rates within Singapore should not exceed the taxi fare rate under the Public Transport Council.
<https://www.ptc.gov.sg/regulation/taxi/comparison-of-local-taxi-fares>
6. Otherwise, vehicle travel may be reimbursed at a rate agreed in writing in advance with The Company.

B. Hotels

1. Within the United States, hotels will be reimbursed at up to \$375/night in New York, Los Angeles, Dallas, Honolulu, Boston, Miami, San Francisco, New Orleans, Chicago and Washington DC., and \$250/night outside those locations. Meals during an overnight or extended stay will be reimbursed up to \$75/person/24 hour period. Exceptions must receive **Prior Approval**.
2. Within the United Kingdom, hotels will be reimbursed at up to £225/night inside London and £150/night outside London, and meals during an overnight or extended stay will be reimbursed up to £45/person/24 hour period.
3. Within Hong Kong, hotels will be reimbursed at up to USD\$250 /night and meals during an overnight or extended stay will be reimbursed up to USD26 per person/24 hour period. There will be no reimbursement of overnight hotel and meals charges for staff located in the Hong Kong offices of law firms instructed by Chubb Hong Kong Claims team.
4. Within Singapore, hotels will be reimbursed at up to USD200 during an overnight or extended stay and meals during an overnight or extended stay will be reimbursed up to USD30/person/24 hour period.
5. Otherwise, hotel charges and meals may be reimbursed at rates agreed in advance with The Company, or as The Company determines is reasonable in its absolute discretion.

Appendix 9 – Photocopying

Internal Photocopying

At Chubb, we recognize our responsibility to provide solutions that help clients manage environmental risks, to reduce our own environmental impact, and to make meaningful contributions to environmental causes. Chubb makes sustainability and preservation a high priority, integrating environmentalism into many aspects of our business from our products and services to our day-to-day operations as well as within our philanthropic commitments.

North America and Hong Kong - There will be no reimbursement for any photocopying charges. Any time related to preparation or completion of photocopying is clerical, and is not reimbursable.

United Kingdom, Australia, New Zealand and Puerto Rico

- A. There will be no reimbursement for any photocopying of documents fewer than 200 pages.
- B. Where photocopying of documents over 200 pages is required, this will be reimbursed at the rates per page listed below but **Prior Approval** must be sought from Chubb. If you have received **Prior Approval**, the narrative must include the name of the person granting **Prior Approval** and the date on which it was granted.
 - 1. United Kingdom at a rate of £.06p per page
 - 2. Australia at a rate of AUD \$.10c per page
 - 3. New Zealand at a rate of NZD \$.11c per page.
 - 4. Puerto Rico at a rate of USD\$.08c per page
- C. Any time related to preparation or completion of photocopying is clerical, and is not reimbursable.

Singapore

- A. Reimbursement will be at the actual cost to the law firm.
- B. Alternatively, a rate of eight cents (USD \$0.08) or the local currency equivalent per page will be applied in lieu of a representation by the law firm of its actual costs. In calculating actual cost, any time related to preparation or completion of photocopying is clerical and not reimbursable including secretarial time.
- C. There will be reimbursement of actual cost up to USD \$0.20 (or the local currency equivalent) per page for internal colour photocopying.

External Photocopying

North America

- A. External photocopying is only reimbursable for photocopying projects over 200 pages or \$500 (or the local currency equivalent). Additionally, it may also be necessary to outsource photocopying either because a special service is needed (e.g. color photocopying) or because special documents such as plans are required. In these circumstances, **Prior Approval** must be obtained from the claim professional, whether the project is done by the approved vendor in Appendix 5 or another vendor.
- B. The Company may at its option, mandate the use of particular external vendors for reproduction services. They will be listed in Appendix 5. Use of any so designated vendor is mandatory for all Chubb photocopy projects outsourced by the Law Firm. If for some reason that vendor is not available as an option, then written **Prior Approval** must be obtained from The Company prior to using a different vendor.
- C. Any external photocopying in violation of this section may not be reimbursed at the Client Insured's sole discretion.

United Kingdom, Australia, New Zealand and Puerto Rico

- a. Occasionally, it may be necessary to outsource photocopying either because a special service is needed (e.g. color photocopying), the project is over 500 pages, or because special documents such as plans are required. If so, **Prior Approval** must be obtained from the claim professional, whether the project is done by the approved vendor in Appendix 5 or another vendor. If you have received **Prior Approval**, the narrative must include the name of the person granting **Prior Approval** and the date on which it was granted.
- b. The Company may at its option, mandate the use of particular external vendors for reproduction services. They will be listed in Appendix 5. Use of any so designated vendor is mandatory for all Chubb photocopy projects outsourced by the Law Firm. If for some reason that vendor is not available as an option, then written **Prior Approval** must be obtained from The Company prior to using a different vendor.
- c. Any external photocopying in violation of this section may not be reimbursed at the Client Insured's sole discretion.

Hong Kong - There will be no reimbursement for any external photocopying charges.

Singapore - There will be no reimbursement for any external photocopying charges.

Appendix 10 – Compliance with Laws

“Laws” shall have the meaning ascribed to it as set out in item 1.A.1.b of this LSA. While the Company does not intend to specify or limit these obligations through this Legal Service Agreement, there are some local and regional provisions that have particular performance and handling requirements.

GENERAL DATA PROTECTION REGULATION

Note – The GDPR provisions set out below **only** apply to law firms (i) established in the European Union or (ii) law firms outside the European Union and offering/providing services to and/or otherwise processing any personal data (as defined below) of European Union data subjects (as defined by the GDPR) while performing its obligations under or in connection with this LSA.

If additional clarification is needed regarding the applicability of GDPR, please refer to the Information Commissioner’s Office (ICO) website at <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/>.

General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR”)

- A. Where the Law Firm is processing personal data of data subjects, while performing its obligations under and in connection with this LSA, it must:
1. as an independent data controller comply at all times with the obligations under all relevant data protection legislation (including, but not limited to, GDPR);
 2. to the extent relevant, only process the personal data to the extent allowed in any arrangement it has with the Company;
 3. notify the Company without undue delay after becoming aware of a personal data breach;
 4. not process personal data, or disclose the personal data to any party who carries on business, unless the Law Firm enters into such data transfer agreements as may be required, to ensure that such processing or disclosure complies with all relevant data protection legislation;
 5. ensure that it has procured for a notice to be made available to the relevant data subjects informing them that their personal data will be disclosed to the Company or to a category of third parties describing the Company; and obtained any necessary consents or authorizations required to permit the Company to freely process personal data;
 6. ensure that any personal data that the Law Firm collects and provides to the Company may be processed by the Company for the purposes contemplated by our arrangement with the Law Firm lawfully, fairly and in a transparent manner and in compliance with all relevant data protection legislation;
 7. provide the Company with all information necessary to ensure that both the Law Firm and the Company meet the GDPR requirements, including by cooperating with audits and inspections and data subject access requests; and
 8. cooperate as requested with the carrying out of any data protection impact assessments.

For the purposes of this Section, "personal data", "process/processing", "data controller", "data subject" and "personal data breach" shall have the same meaning as in the GDPR and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, and to the extent applicable, the data protection or privacy laws of any other country.

Restricted Transfers of EU citizens' personal data (i.e. outside the EEA)

Note - the provisions set out here apply only where a Law Firm is processing personal data of European Union data subjects and such personal data is being or will be used, accessed or transferred outside the EEA.

B. In this section, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

"Personal Data" means any personal data, as defined in GDPR (and any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union, and to the extent applicable, the data protection or privacy laws of any other country), disclosed by one party ("Discloser") to the other party ("Recipient") in the performance of that party's rights or obligations under this LSA;

"Restricted Transfer" means a transfer of Personal Data from Discloser or its affiliate to Recipient or its affiliate, where such transfer would be prohibited by applicable data protection laws in the absence of the Standard Contractual Clauses. For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the parties to this LSA intend that transfers of Personal Data from the UK to the European Union or from the European Union to the UK, following any exit by the UK from the European Union shall be Restricted Transfers for such time and to such extent that such transfers would be prohibited by UK data laws or EU data protection laws (as the case may be) in the absence of the Standard Contractual Clauses; and (b) where a transfer of Personal Data from one country to another country is of a type authorised by data protection laws in the exporting country for example in the case of transfers from within the European Union to a country or scheme (such as the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer for the purposes of this LSA; and

"Standard Contractual Clauses" means (i) the standard contractual clauses for the transfer of personal data to controllers established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2004)5721, as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a Supervisory Authority for use with respect to any specific Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by data protection laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or data protection laws.

1. The parties hereby agree to be bound by the Standard Contractual Clauses set out in Attachment A to this Appendix 10 in respect of any Restricted Transfer.
2. To the extent that there is any conflict or inconsistency between the terms of the Standard Contractual Clauses and the terms of this LSA, the terms of the Standard Contractual Clauses shall take precedence.
3. The Standard Contractual Clauses shall come into effect on the commencement of a Restricted Transfer among any parties to the Standard Contractual Clauses.

COUNTRY SPECIFIC REQUIREMENTS

United Kingdom

Enterprise Act 2016

Where a Law Firm is governed by the laws and regulations of England and Wales and/or is providing the Services in the United Kingdom it understands that the Company is required to pay claims within a reasonable period of time to be compliant with its obligations under the Enterprise Act 2016. On this basis, the Law Firm confirms that it will:

- a. immediately notify the Company of any complaint it receives with respect to its representation of our Insured or concerning the Company itself;
- b. meet its various service level deadlines outlined throughout this LSA and if it knows that it will not be able to meet a deadline then notify the Company as soon as possible; and
- c. indemnify the Company on demand and keep it wholly and effectively indemnified against any loss, liability, claim, proceedings, settlement, damages, costs, and expenses arising directly out of, or in connection with, any breach by the Company of the Enterprise Act 2016 directly caused by an act, negligent act, error, or omission, on the part of the Law Firm.

Financial Crime

Where the Law Firm is governed by Laws and regulations in the United Kingdom and/or is providing legal services to The Company in the United Kingdom, it warrants that it will not engage in any activity, practice or conduct which would constitute tax evasion or foreign tax evasion in accordance with United Kingdom Laws. The Law Firm shall have and shall maintain in place throughout the term of this LSA such policies and procedures as are reasonable to ensure its compliance with this provision and will notify The Company if the Law Firm becomes aware of any breach of United Kingdom tax evasion Laws in connection with The Firm's provision of legal services to The Company in the United Kingdom. Breach of this anti-tax evasion provision shall constitute a material breach of this LSA.

The following provision supplements Section I(A)(12) above:

Anti-slavery and Human Trafficking

- c. The Law Firm must include in its procurement processes and contracts with sub-contractors and suppliers anti-slavery and human trafficking provisions which are at least as comprehensive as those in this LSA.

Europe, Eurasia and Africa

Financial Crime

The Law Firm shall promptly report to The Company all suspicious transactions and/or activities related to money laundering and/or terrorist financing in relation to the Law Firm's provision of legal services to The Company in Europe, Eurasia and Africa.

**ATTACHMENT A TO APPENDIX 10 - DATA TRANSFER AGREEMENT
STANDARD CONTRACTUAL CLAUSES**

Standard contractual clauses for the transfer of personal data (controller to controller transfers)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to controllers established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Chubb or any Chubb Associated Company (in each case as defined in the LSA (the "Agreement"))

And

Name of the data importing organisation: the Law Firm (as defined in the Agreement) (the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex B to these Clauses.

Background

The data exporter has entered into an agreement with the data importer, to which this forms Attachment A of Appendix 10 ("**Agreement**"). Pursuant to the terms of the Agreement, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Definitions

For the purposes of the clauses:

- (a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- (b) "the data exporter" shall mean the controller who transfers the personal data;
- (c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- (d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- (e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
- (i) the data protection laws of the country in which the data exporter is established, or
 - (ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - (iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects:

Initials of data importer: _;

- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
- (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- (a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- (b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data

exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- (a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- (b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- (c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- (a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- (b) In the event that:
 - (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
 - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an

individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

In the event of termination of these clauses, the data importer must return all personal data and all copies of the personal data subject to these clauses to the data exporter forthwith or, at the data exporter's choice, will destroy all copies of the same and certify to the data exporter that it has done so, unless the data importer is prevented by its national law or local regulator from destroying or returning all or part of such data, in which event the data will be kept confidential and will not be actively processed for any purpose. The data importer agrees that, if so requested by the data exporter, it will allow the data exporter, or an inspection agent selected by the data exporter and not reasonably objected to by the data importer, access to its establishment to verify that this has been done, with reasonable notice and during business hours.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

ANNEX A
DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its **Prior Approval**, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject; and

ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that party.

or

b) where otherwise provided by the law of the data exporter.

ANNEX B
DESCRIPTION OF THE TRANSFER

Data subjects:

Insured Persons: (including policyholders, covered or named persons and persons related to a corporate policyholder)

Claimants: (including policyholder claimants and third party claimants)

Business Partner: (including brokers, solicitors, medical experts, accountants, loss adjusters, individual representatives of corporate suppliers and service providers and individual suppliers)

Purposes of the transfer(s):

The data exporter and the data importer are sharing personal data for the purposes of [the data importer providing an expert professional opinion relevant to an ongoing claim]; [the data importer negotiating insurance contracts with the data exporter in its capacity as a provider of insurance brokerage services]; [the data importer evaluating risk relating to a reinsurance treaty entered into with the data exporter].

Categories of data:

Insured Person Data: name, address, telephone number, email address, policy number, relationship to the policyholder, details of policy including insured amount, exceptions etc., previous claims, gender, date of birth, vehicle registration number, professional history or CV, schedule of possessions, property construction, physical condition, security, fire protection and value

bank account details or credit card data used for billing

Claimant Data: policy number, relationship to the policyholder/insured person, details of policy including insured amount, exceptions etc., previous claims, details of incident giving rise to claim, handset details and IMEI number, vehicle registration number

Business Partner Data: name, work address, work email, work telephone numbers, job title, interests / marketing list assignments, record of permissions or marketing objections, website data (including online account details, IP address and browser generated information)

Recipients:

The personal data may be disclosed to group companies and to third party companies which are contracted to provide relevant services under the instruction of the data importer, where reasonably required for the purposes of the transfer outlined above.

Sensitive data (if appropriate):

Health Data (physical and mental conditions, medical history and procedures, relevant personal habits (e.g. smoking, alcohol consumption), details of injury, medical report

Criminal Data (driving offences, unspent convictions), driving offences, police reports

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