

1. Data Protection

- 1.1 In this Clause the "Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- 1.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and the Consultant is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Part 1 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.
- 1.4 Without prejudice to the generality of clause 1.2, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this agreement.
- 1.5 The Consultant acknowledges that the Company will hold and process data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" and/or "special categories" of data (as defined in the Data Protection Legislation relating to the Consultant including, as appropriate information relating to any criminal proceedings in which the Consultant has been involved for insurance purposes and in order to comply with legal requirements and obligation to third parties.
- 1.6 This data is processed on the grounds of the contractual obligations the Company is required to satisfy under this Agreement [and the purposes of carrying out legitimate safeguarding activities].
- 1.7 The Consultant also acknowledges the Company will make such information available to those who provide products or services to the Company (such as advisers), regulatory authorities, governmental or quasi governmental organisations and potential purchasers of the Company or any part of its business.
- 1.8 In the event that the Consultant has access to personal data held by the Company for any reason or is provided or supplied with personal data by the Company for any purpose, the Consultant shall:
 - 1.8.1 process that Personal Data only on the written instructions of the Company unless the Consultant is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Consultant to process Personal Data (Applicable Laws). Where the Consultant is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Consultant shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Consultant from so notifying the Company;
 - 1.8.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of

technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 1.8.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 1.8.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:
 - 1.8.4.1 the Company or the Consultant has provided appropriate safeguards in relation to the transfer;
 - 1.8.4.2 the data subject has enforceable rights and effective legal remedies;
 - 1.8.4.3 the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 1.8.4.4 the Consultant complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;
 - 1.8.5 assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 1.8.6 notify the Company without undue delay on becoming aware of a Personal Data breach;
 - 1.8.7 at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 1.8.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 1 and allow for audits by the Company or the Company's designated auditor.
- 1.9 The Company does not consent to the Consultant appointing any third party processor of Personal Data under this agreement.
- 1.10 Either party may, at any time on not less than 30 days' notice, revise this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).