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Data Processing Agreement

1. Data Protection

1.1.   Both parties will comply with all applicable requirements of Data Protection Legislation. This DPA is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Legislation.

1.2.   The parties acknowledge their understanding that for the purposes of Data Protection Legislation, the Client is the Controller and the Consultant is the Processor (or, in respect of any Personal Data Processed by the Client as Processor on behalf of a third party, the Consultant is a Processor and the Consultant is the Client's sub-processor) of any Personal Data processed by the Consultant on behalf of the Client. The Processing details table on the Front Sheet DPA sets out the subject-matter, nature and purpose of Processing by the Consultant, the duration of the Processing and the types of Personal Data to be Processed.

1.3.   Without prejudice to the generality of paragraph1.1, the Client will ensure that (where it acts as a Controller in respect of Personal Data) it has all necessary consents, processes and notices in place to enable the lawful transfer of the Personal Data to the Consultant for the duration and purposes of this DPA.

1.4.   Without prejudice to the generality of paragraph 1.2, the Consultant shall, in relation to any Personal Data Processed in connection with the performance by the Consultant of its obligations under the agreement:

1.4.1.   Process that Personal Data only on the written instructions of the Client (and the Client hereby instructs the Consultant to Process the Personal Data as strictly necessary for the provision of the Services) and the Consultant will comply promptly with any Client written instructions requiring the Consultant to amend, transfer, delete or otherwise Process the Personal Data, or to stop, mitigate or remedy any unauthorised Processing;

1.4.2.   ensure that it has in place Appropriate Measures from time to time;

1.4.3.   ensure that access to that Personal Data is strictly limited to those personnel who require access for the purposes of providing the Services, and ensure that all personnel who have access to and/or Process Personal Data are subject to written obligations to keep the Personal Data confidential, and take reasonable steps to ensure the reliability of any such personnel;

1.4.4. not transfer or disclose any Personal Data outside of the UK without the prior written consent of the Client. Where such consent is obtained, the Consultant may only process, or permit the Processing of the Personal Data outside the UK under one of the following conditions:

    1.4.4.1. the Consultant is Processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals;

    1.4.4.2. the Consultant participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Consultant (and where appropriate, the Client) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of UK GDPR; or

    1.4.4.3. the transfer otherwise complies with the Data Protection Legislation.

1.4.5. assist and fully co-operate with the Client, in responding to any request from a Data Subject and in ensuring compliance with the Client's obligations under Data Protection Legislation, including with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

1.4.6. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination or expiration of the agreement unless required by applicable laws to store the Personal Data and shall upon request provide the Client with signed confirmation of its compliance with such direction;

1.4.7. maintain and make available to the Client complete and accurate records and information to demonstrate its compliance with this paragraph 1;

1.4.8. allow for and contribute all access and assistance required for audits (including but not limited to inspection) by the Client or the Client's designated auditor in relation to compliance with this paragraph 1;

1.4.9. immediately inform the Client if any instruction of the Client or its representatives in relation to the Personal Data, in the Consultant's opinion, infringes Data Protection Legislation, and provide details of its reasoning for such opinion and any other information as necessary for the Client to assess whether such instruction infringes Data Protection Legislation; and

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1.4.10.   without undue delay (and in any event within 24 hours) notify the Client if the Consultant:

         1.4.10.1.   receives notice of or becomes aware of any complaint made to, or finding or investigation by a regulator in relation to the processing of Personal Data by the Client or the Consultant;

         1.4.10.2.   receives any request by or on behalf of a Data Subject to exercise rights under Data Protection Legislation which relates to the Personal Data; or

         1.4.10.3.   becomes aware of a Personal Data Breach or circumstances in which it appears likely a Personal Data Breach has occurred.

1.5.   The Consultant shall not notify a Data Subject, supervisory authority or any other third party of an actual or suspected Personal Data Breach, or respond to a request, complaint, finding or investigation as set out in paragraph 1.4.10(and shall treat the existence and circumstances of such breach, request, complaint, finding or investigation as confidential information) unless such action by the Consultant is required by applicable laws or is authorised in writing by the Client.

1.6.   On the Consultant becoming aware of a Personal Data Breach or circumstances in which it appears likely a Personal Data Breach has occurred, any decision to notify a supervisory authority or Data Subject or otherwise disclose details of an actual or suspected Personal Data Breach shall be solely at the Client's discretion, and the Consultant will provide the Client with the name and contact details of a contact point within the Consultant where more information may be obtained and the data protection officer (or, if no data protection officer has been appointed, an individual with similar responsibilities) for the Consultant and full and accurate details (as far as possible from time to time and as soon as such information can be collected or otherwise becomes available together with periodic updates to this information and any other information that the Client may reasonably request relating to the personal data breach) of:

1.6.1.   the date and time of when the Personal Data Breach occurred;

1.6.2.   the nature of the Personal Data Breach and, if known, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;

1.6.3.   the likely consequences of the Personal Data Breach;

1.6.4.   the type of data that was the subject of the Personal Data Breach;

1.6.5. the identity of each affected Data Subject that has been identified to date;

1.6.6. any notifications made to regulators or Data Subjects about the Personal Data Breach or other circumstances which could mean that regulators or Data Subjects could be aware of the Personal Data Breach; and

1.6.7. information about any action already taken or proposed to be taken to address the Personal Data Breach, including measures to mitigate its possible adverse effects.

1.7. The Consultant shall document and keep a full and accurate record (and provide to the Client on request in such format as the Client reasonable requires) of:

1.7.1. any Personal Data Breach, comprising the facts relating to the Personal Data Breach (including but not limited to the information set out at paragraph); and

1.7.2. records of its Processing activities carried out on behalf of the Client as required by Data Protection Legislation.

1.8. Except in relation to sub-processors authorised in accordance with paragraph 1.9, the Consultant shall not engage a sub-processor without the general prior written authorisation of the Client, and in such case shall inform the Client in writing at least 90 days in advance of any intended changes concerning the addition or replacement of such sub-processors (together with such information and assistance as the Client requests in relation to such change) and give the Client the opportunity to object to such changes. If the Client objects and no agreement is reached as to such changes, the Client shall be entitled to terminate any Services provided by the Consultant affected by such changes without penalty, and the Consultant shall pay the Client a pro-rated refund of such charges as the Client has paid in relation to the Services not yet received by it, and shall reimburse such costs and expenses as the Client incurs in relation to the appointment of an alternative provider.

1.9. The Client specifically authorises the Consultant to appoint the sub-processors specifically identified in the front sheet of this DPA, provided it complies with paragraph 1.10.

1.10. In respect of any sub-processors engaged by it, the Consultant shall ensure that it has a written agreement in force at all relevant times with such third-party Processors incorporating terms which are substantially similar to those set out in this DPA (and in any event such engagement shall be undertaken in such a manner that the Processing will meet the requirements of Data Protection Legislation, and the Consultant shall monitor and enforce each sub-processor's compliance with such agreement) and shall provide the Client with a copy of such written agreement upon request. Any authorisation (whether general or specific or set out in this DPA or otherwise) given by the Client to engage a sub-processor shall be conditional upon the Consultant complying with this paragraph

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1.10 and shall be automatically and immediately withdrawn without notice in the event of the Consultant breaching its obligations under this paragraph 1.10The Consultant shall remain fully liable for all acts or omissions of any third-party processor engaged by it.

1.11. The Consultant warrants, represents and undertakes that the information and evidence it has provided of the Appropriate Measures it has in place (including but not limited to its responses to the Clients enquiries in relation its Appropriate Measures) is true, accurate and not misleading, and that such information and evidence constitute sufficient guarantees on its part to ensure that its engagement as a processor by the Consultant is compliant with Data Protection Legislation. The Consultant shall provide any further information and evidence as the Client reasonably requires in relation to its Appropriate Measures on request and shall notify the Client in advance of any material change to the Appropriate Measures the Consultant has in place from time to time or if any of the information provided by it materially changes. The Consultant shall notify the Client of any change in technology, cost, or circumstances which would or is likely to materially change the actual technological and organisational measures which would constitute Appropriate Measures.

1.12. Where the Consultant holds itself out as subject to a certification mechanism or code of conduct approved under Data Protection Legislation, it shall at all times comply with the requirements of such certification mechanism or code of conduct and shall immediately notify the Client if it is no longer subject to, compliant with, or permitted to hold itself out as subject to or compliant with such certification mechanism or code of conduct.

1.13. The Consultant shall immediately notify the Client if it becomes aware of any circumstances which may cause the Consultant to be in breach of this DPA or either party to be in breach of Data Protection Legislation. Breach by the Consultant of this DPA shall be a material breach for the purposes of the agreement.

1.14. Save as specifically agreed in writing between the parties, the Consultant's performance of its obligations and compliance with the requirements set out in this DPA shall be at its own cost.

1.15. The Consultant shall indemnify and hold harmless the Client and the client's Group (any reference in this paragraph 1.15to the Client shall be for the benefit of the Client and its Group shall be enforceable by the Group, in addition to the Client) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Client arising out of or in connection with any breach of the obligations contained in this DPA. This indemnity shall only apply when the Consultant has been negligent or at fault, shall be unlimited (notwithstanding any limitations of liability in the agreement), and if any payment due under it is subject to tax (whether by

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way of direct assessment or withholding at its source), shall include such amounts as shall ensure that the net receipt, after tax, to the Client in respect of the payment is the same as it would have been were the payment not subject to tax.

1.16. Nothing in this DPA relieves the Client or the Consultant from their own individual responsibilities to comply with Data Protection Legislation.

2. General

2.1. This DPA shall continue for the duration of the Consultant's Processing of Personal Data for or on behalf of the Client under the agreement. In the event of any conflict between this DPA and the terms and conditions of the agreement, the DPA shall take precedence.