# Data Processing Addendum

This Data Protection Addendum ("**Addendum**") forms part of the Contract between: Adams & Moore (NRL) Ltd (**"A&M"**) acting on its own behalf and as agent for each A&M Affiliate; and the Client acting on its own behalf and as agent for each Client Affiliate.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Contract. Except as modified below, the terms of the Contract shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Contract. Except where the context requires otherwise, references in this Addendum to the Contract are to the Contract as amended by, and including, this Addendum.

## 1 Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Applicable Laws**" means (a) European Union or Member State laws with respect to any Client Personal Data in respect of which any Client Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Client Personal Data in respect of which any Client Group Member is subject to any other Data Protection Laws;

1.1.2 "**Client**" means the entity defined in the Letter of Engagement ("LOE");

1.1.3 "**Client Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Client, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.4 "**Client Group Member**" means Client or any Client Affiliate;

1.1.5 "**Client Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a Client Group Member pursuant to or in connection with the Contract;

1.1.6 "**Contracted Processor**" means A&M or a Subprocessor;

1.1.7 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.8 "**EEA**" means the European Economic Area;

1.1.9 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.10 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.11 "Restricted Transfer" means:

1.1.11.1 a transfer of Client Personal Data from any Client Group Member to a Contracted Processor; or

1.1.11.2 an onward transfer of Client Personal Data from a Contracted Processor to a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer Addendums put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section 6.4.3 below.

For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the parties to this Addendum intend that transfers of Personal Data from the UK to the EEA or from the EEA 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 Data Protection Laws of the UK or EU Data Protection Laws (as the case may be) in the absence of the Standard Contractual Clauses to be established under section 6.4.3; and (b) where a transfer of Personal Data 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 (such as Switzerland) or scheme (such as the US Privacy Shield) which is approved by the 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;

1.1.12 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of A&M for Client Group Members pursuant to the Contract;

1.1.13 "**Standard Contractual Clauses**" means the standard data protection clauses for the transfer of Personal Data to a Contracted Processor established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR.

1.1.14 "**Subprocessor**" means any entity appointed by or on behalf of A&M or any A&M Affiliate to Process Personal Data on behalf of any Client Group Member in connection with the Contract; and

1.1.15 "**A&M Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with A&M, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an

entity, whether through ownership of voting securities, by contract or otherwise.

1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

## 2 Authority

A&M warrants and represents that, before any A&M Affiliate Processes any Client Personal Data on behalf of any Client Group Member, A&M's entry into this Addendum as agent for and on behalf of that A&M Affiliate will have been duly and effectively authorised (or subsequently ratified) by that A&M Affiliate.

## 3 Processing of Client Personal Data

3.1 A&M and each A&M Affiliate shall:

3.1.1 comply with all applicable Data Protection Laws in the Processing of Client Personal Data; and

3.1.2 not Process Client Personal Data other than on the relevant Client Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case A&M or the relevant A&M Affiliate shall to the extent permitted by Applicable Laws inform the relevant Client Group Member of that legal requirement before the relevant Processing of that Personal Data.

3.2 Each Client Group Member:

3.2.1 instructs A&M and each A&M Affiliate (and authorises A&M and each A&M Affiliate to instruct each Subprocessor) to:

3.2.1.1 Process Client Personal Data; and

3.2.1.2 in particular, transfer Client Personal Data to any country or territory,

as reasonably necessary for the provision of the Services; and

3.2.2 warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 3.2.1 on behalf of each relevant Client Affiliate.

3.2.3 Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Client Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Client may make reasonable amendments to Annex 1 by written notice to A&M from time to time as Client reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this section 3.3) confers any right or imposes any obligation on any party to this Addendum.

## 4 A&M and A&M Affiliate Personnel

A&M and each A&M Affiliate shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Client Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Contract, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

## 5 Security

5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, A&M and each A&M Affiliate shall in relation to the Client Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

5.2 In assessing the appropriate level of security, A&M and each A&M Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

## 6 Subprocessing

6.1 Each Client Group Member authorises A&M and each A&M Affiliate to appoint (and permit each Subprocessor appointed in accordance with this section 6 to appoint) Subprocessors in accordance with this section 6 and any restrictions in the Contract.

6.2 A&M and each A&M Affiliate may continue to use those Subprocessors already engaged by A&M or any A&M Affiliate as at the date of this Addendum, subject to A&M and each A&M Affiliate in each case as soon as practicable meeting the obligations set out in section 6.4.

6.3 A&M shall give the Client prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within 30 days of receipt of that notice, Client notifies A&M in writing of any objections (on reasonable grounds) to the proposed appointment:

Neither A&M nor any A&M Affiliate shall appoint (or disclose any Client Personal Data to) that proposed Subprocessor until reasonable steps have been taken to address the objections raised by any Client Group Member and Client has been provided with a reasonable written explanation of the steps taken to address such concerns or objections.

6.4 With respect to each Subprocessor, A&M or the relevant A&M Affiliate shall:

6.4.1 before the Subprocessor first Processes Client Personal Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Client Personal Data required by the Contract;

6.4.2 ensure that the arrangement between on the one hand (a) A&M, or (b) the relevant A&M Affiliate, or (c) the relevant intermediate

Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Client Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;

6.4.3 if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the Addendum between on the one hand (a) A&M, or (b) the relevant A&M Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes Client Personal Data procure that it enters into an Addendum incorporating the Standard Contractual Clauses with the relevant Client Group Member(s) (and Client shall procure that each Client Affiliate party to any such Standard Contractual Clauses co-operates with their population and execution); and

6.4.4 provide to Client for review such copies of the Contracted Processors' Addendums with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Client may request in writing from time to time.

6.5 A&M and each A&M Affiliate shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of Client Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of A&M.

## 7  Data Subject Rights

7.1 Taking into account the nature of the Processing, A&M and each A&M Affiliate shall assist each Client Group Member by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client Group Members' obligations, as reasonably understood by the Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.2 A&M shall:

7.2.1 promptly notify Client if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data; and

7.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Client or the relevant Client Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case A&M shall to the extent permitted by Applicable Laws inform Client of that legal requirement before the Contracted Processor responds to the request.

## 8  Personal Data Breach

8.1 A&M shall notify Client without undue delay upon A&M or any Subprocessor becoming aware of a Personal Data Breach affecting Client Personal Data, providing the Client with sufficient information to allow each Client Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 A&M shall co-operate with the Client and each Client Group Member and take such reasonable commercial steps as are directed by the Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## 9  Data Protection Impact Assessment and Prior Consultation

A&M and each A&M Affiliate shall provide reasonable assistance to each Client Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Client reasonably considers to be required of any Client Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

## 10  Deletion or return of Client Personal Data

10.1 Subject to sections 10.2 and 10.3 A&M and each A&M Affiliate shall promptly and in any event within 30 days after the end of the termination of Services' date (i.e. total of 60 days) involving the Processing of Client Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Client Personal Data.

10.2 Subject to section 10.3, the Client may in its absolute discretion by written notice to A&M prior to or on the termination of Services' date require A&M and each A&M Affiliate to (a) return a complete copy of all Client Personal Data to Client by secure file transfer in such format as is reasonably notified by Client to A&M; and (b) delete and procure the deletion of all other copies of Client Personal Data Processed by any Contracted Processor. A&M and each A&M Affiliate shall comply with any such written request prior to the Cessation Date.

10.3 Each Contracted Processor may retain Client Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that A&M and each A&M Affiliate shall ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

10.4 A&M shall provide written certification to Client that it and each A&M Affiliate has fully complied with this section 10 prior to the end of the Cessation Date.

## 11  Audit rights

11.1 Subject to sections 11.2 to 11.4, A&M and each A&M Affiliate shall make available to each Client Group Member on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Client Group Member or an auditor mandated by any Client Group Member in relation to the Processing of the Client Personal Data by the Contracted Processors.

11.2 Information and audit rights of the Client Group Members only arise under section 11.1 to the extent that the Contract does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).

11.3 The Client or the relevant Client Affiliate undertaking an audit shall give A&M or the relevant A&M Affiliate reasonable notice of any audit or inspection to

be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:

11.3.1    to any individual unless he or she produces reasonable evidence of identity and authority;

11.3.2    outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis (as determined by A&M), and the Client or the relevant Client Affiliate undertaking an audit has given sufficient notice to A&M or the relevant A&M Affiliate that this is the case before attendance outside those hours begins; or

11.3.3    for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:

11.3.3.1    the Client or the relevant Client Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to A&M's or the relevant A&M Affiliate's compliance with this Addendum; or

11.3.3.2    A Client Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where Client or the relevant Client Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to A&M or the relevant A&M Affiliate of the audit or inspection.

## 12  General Terms

*Governing law and jurisdiction*

12.1    Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

12.1.1    The parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Contract with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2    this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Contract.

*Order of precedence*

12.2    Nothing in this Addendum reduces A&M's or any A&M Affiliate's obligations under the Contract in relation to the protection of Personal Data or permits A&M or any A&M Affiliate to Process (or permit the

Processing of) Personal Data in a manner which is prohibited by the Contract. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses with respect to Personal Data, the Standard Contractual Clauses shall prevail.

12.3    Subject to section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other Addendums between the parties, including the Contract and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) Addendums entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

*Changes in Data Protection Laws, etc.*

12.4    Neither the Client nor A&M shall require the consent or approval of any Client Affiliate or A&M Affiliate to amend this Addendum pursuant to this section 13.5 or otherwise.

*Severance*

Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

**ANNEX 1: DETAILS OF PROCESSING OF CLIENT PERSONAL DATA**

This Annex 1 includes certain details of the Processing of Client Personal Data as required by Article 28(3) GDPR.

*Subject matter and duration of the Processing of Client Personal Data*

The subject matter and duration of the Processing of the Client Personal Data are set out in the Contract and this Agreement.

*The nature and purpose of the Processing of Client Personal Data*

Client Personal Data is Processed to meet; the contractual obligations to the Client; the legal requirements of the Client as the Client's representative and; to comply with Applicable Laws requiring its retention.

*The types of Client Personal Data to be Processed*

- Name and contact details
- Personal contact details, such as your name, title, address and contact details, including email address and telephone number;
- date of birth;
- gender;
- nationality
- details of your bank account, tax status and national insurance number;
- information from government sources such as HMRC and the Land Registry
- information about your remuneration, including entitlement to benefits such as pensions;
- proof of identity
- information about your marital status and next of kin;
- leave records
- contract of employment & HR details

*The categories of Data Subject to whom the Client Personal Data relates*

- Client
- Client Affiliates
- Client and relevant Client Affiliate employees, customers and suppliers

*The obligations and rights of Client and Client Affiliates*

The obligations and rights of Client and Client Affiliates are set out in the Contract and this Addendum.