

Data protection terms - version 1.0

Definitions

In these terms, "Data Protection Law" means all applicable laws and regulations from time to time in force relating to data protection and privacy, including (to the extent applicable) the General Data Protection Regulation ("GDPR") that comes into force on 25 May 2018. All references to the Data Protection Act 1998 in the Appointment Letter and the Terms and Conditions are deemed to be references to Data Protection Law.

Unless the context otherwise requires, terms defined in Data Protection Law have the same meaning when used in these terms.

Our obligations when LCP acts as your data processor

Where we process personal data on your behalf ("Your Data"), we will act as your data processor and you will be the data controller. Where we act as your data processor:

- We will only process Your Data in order to perform our services to you (this being your documented instruction for the purposes of Data Protection Law), except as otherwise required by law (in which case we will, where permissible, inform you of that legal requirement). We will process Your Data for the duration of our appointment, except where retention of Your Data for a longer period is permitted by these terms. If we provide you with pensions administration services, you agree that we may transfer Your Data to another country or international organisation where we are instructed by or have written authorisation from you or the individual member concerned to do so.
- We will at your request (and at your expense), provide you with reasonable assistance as is contemplated by Articles 28(3)(e) and (f) of the GDPR (or any equivalent requirement in Data Protection Law).
- 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 individuals, we will implement appropriate technical and organisational 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 (or any equivalent requirement in Data Protection Law).
- We will take reasonable steps to ensure the reliability of our partners (ie members of Lane Clark & Peacock LLP), consultants and employees who are authorised to process Your Data and ensure that they are bound by appropriate confidentiality obligations.
- Following termination of our appointment, we will at your request (and at your expense) return or, to the extent reasonably practicable, destroy Your Data and all copies held by us, provided that we may retain copies of Your Data in line with our then document retention policy and in order to comply with our legal and professional obligations.

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Page 2 of 2

- We will at your request (and at your expense) provide you with information and assist you in auditing our compliance with our obligations above as your data processor. You agree to act reasonably and in good faith in exercising these rights and to use reasonable endeavours to avoid causing disruption to our business. You acknowledge that these rights may be limited by our duty of confidentiality to third parties and subject to our internal confidentiality and security procedures.
- We may use subcontractors or service providers (each a “subprocessor”) in the provision of our services. These may include providers of website hosting services, printing and document storage services. On or before 25 May 2018, we will publish and maintain a list of current subprocessors on our website. We will ensure that we have in place an appropriate agreement with each subprocessor.
- We will notify you without undue delay if we become aware of a personal data breach affecting Your Data.

Our obligations when LCP acts as a data controller

Where we act as a data controller in relation to personal data that you have provided to us, we will comply with our obligations under Data Protection Law and agree not to deliberately or negligently put you in breach of your obligations under Data Protection Law through our acts or omissions.

Your obligations in respect of personal data

You agree to comply with your obligations under Data Protection Law in relation to personal data that you provide to us and agree not to deliberately or negligently put us in breach of our obligations under Data Protection Law through your acts or omissions.

You (or any person acting on your behalf) will only provide us with such personal data as is necessary for the performance of our services and will ensure that all such personal data is accurate and up-to-date at the time it is provided to us. You will ensure that all fair processing notices have been given, and (if applicable) all necessary consents have been obtained, to allow us to process the personal data in the provision of our services to you.

Data protection complaints

If either we or you receive a complaint, notice or communication which relates to any actual or alleged non-compliance with Data Protection Law in connection with our appointment, the receiving party will without undue delay notify the other party in writing and we and you will each cooperate with one another to resolve the matter.