

## Advertising Partnership – Data Processing Terms

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. The words and expressions set out below shall, unless the context requires otherwise, have the following meanings. Capitalised terms not defined in these Data T&Cs shall have the meanings given to them in the SOW or the Advertising T&Cs:

**Data Protection Legislation** means all applicable data protection legislation in force from time to time in the UK, including the EU General Data Protection Regulation (2016/679) (“**GDPR**”), the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the “**UK GDPR**”) and the Data Protection Act 2018 and any other national implementing or supplementary laws, regulations and/or secondary legislation, and regulatory guidance made from time to time;

**Data Subject** shall have the meaning given in the Data Protection Legislation; and

**Personal Data** means the personal data (as defined in the Data Protection Legislation) of any consumers and such other personal data as may be processed by a Party under the Agreement.

- 1.2. The terms “process”, “processing”, “processor”, and “controller” shall have the meanings attributed to them in the Data Protection Legislation.

### 2. GENERAL OBLIGATIONS

- 2.1. When processing Personal Data pursuant to the Agreement, whether as controller or processor of the Personal Data, each Party shall:
- 2.1.1. process the Personal Data only in accordance with the Data Processing Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under the Data Protection Legislation;
- 2.1.2. not process the Personal Data for any purposes which may be inconsistent with those notified to a Data Subject on or before the time of data collection; and
- 2.1.3. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- 2.2. Prior to any Personal Data being transferred between the Parties, the Parties shall agree on the most appropriate transfer mechanism for the transfer, taking into account the harm which might result from any loss or misuse of the Personal Data as described above at Clause 2.1.3. Immediate’s preferred transfer mechanism (as at the date of this Agreement) is the safe file transfer protocol (SFTP).

### 3. DATA PROCESSING

- 3.1. When processing Personal Data as a data processor on behalf of the other Party, in addition to their obligations under Clause 2, the processing Party shall also:
- 3.1.1. only process such Personal Data in accordance with the other Party’s instructions;
- 3.1.2. not share such Personal Data with any third party, without the prior written consent of the other Party and, where required, the implementation of any appropriate safeguards as outlined under Articles 44-47 of the GDPR;
- 3.1.3. notify the other Party without undue delay if it discovers (or suspects) that Personal Data has been lost, misplaced or misused in any way; and
- 3.1.4. delete Personal Data as soon as reasonably practicable in accordance with the other Party’s instructions and send the other Party confirmation that this deletion has taken place.
- 3.2. Each Party, where it is acting as processor of the Personal Data, will assist the other in:
- 3.2.1. ensuring compliance with the other Party’s respective obligations under Articles 32-36 of the GDPR (or the equivalent provisions in the Data Protection Legislation), taking into account the nature of the processing of the Personal Data and the information available to the Processor; and

- 3.2.2. processing requests from Data Subjects and/or responding to enquiries or complaints relating to the Personal Data, the Campaign or the other Party’s compliance with Data Protection Legislation by:
- 3.2.2.1. notifying the other Party without undue delay of any requests, complaints or enquiries it receives from either a Data Subject or from the Information Commissioner and passing on all related correspondence and information to the other Party; and
- 3.2.2.2. providing such further assistance to the other Party (for example access to the Personal Data) or to the Data Subject or to the Information Commissioner as the other Party may reasonably require; and
- 3.2.2.3. in each case within the timescales reasonably required by the other Party.
- 3.3. No Party shall process or transfer the Personal Data outside of the United Kingdom without the prior written consent of the controller. Where consent is given but the Personal Data is to be transferred outside of the European Economic Area, the following conditions must also be satisfied:
- 3.3.1. the processor shall provide appropriate safeguards in relation to the transfer;
- 3.3.2. the Data Subjects must have enforceable rights and effective legal remedies;
- 3.3.3. the processor shall comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- 3.3.4. the processor shall comply with reasonable instructions notified to it in advance by the controller with respect to the processing of the Personal Data.