

The legal requirements in relation to the handling of personal data will change on 25 May 2018. On this date, the General Data Protection Regulation (“GDPR”) will come into effect, replacing the Data Protection Act 1998 (the “DPA”).

The requirements of the GDPR are different to those of the DPA, and all businesses need to update their contracts to reflect this change in data protection legislation. The changes are designed to improve the transparency with which personal data is managed and to enable individuals to have more visibility and control of their personal data.

Additional contractual terms, which reflect the requirements of the GDPR, are attached to this letter at Annex A.

Signed for and on behalf of Rossendale & Vendor

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.....
Print Name

.....
Date

Annex A GDPR Terms

1. Structure

- 1.1 This Annex A shall become effective on contract commencement.
- 1.2 The parties have entered into one or more agreements for the supply of goods and or services from the Vendor to Rossendale and or its Group Members, and may enter into further such agreements in the future (“**Service Agreements**”).
- 1.3 Clauses 2 to 6 and 11 of this Annex A shall apply to each Service Agreement as though incorporated in it.
- 1.4 Clauses 7 to 10 (inclusive) of this Annex A apply to this Annex A only.

2. Rossendale Data and roles

- 2.1 With respect to the Parties' rights and obligations under each Service Agreement, the Parties acknowledge that in relation to any Rossendale Data, Rossendale is a controller and the Vendor is a processor.
- 2.2 The parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations. However, for the avoidance of doubt the Rossendale agrees that where Vendor has satisfied a contractual obligation under this Annex A, then such satisfaction of the contractual obligation is deemed to satisfy the same or similar requirement under the Data Protection Legislation.
- 2.3 Rossendale warrants, represents and undertakes to the Vendor that:
 - (a) It has lawful grounds for processing the Rossendale Data;
 - (b) Any Rossendale instruction, policy or procedure shall be lawful; and
 - (c) It shall comply with the Data Protection Legislation.
- 2.4 Rossendale and the Vendor agree that the following information will be added to their contractual arrangements: subject matter and duration of the processing of personal data; the nature and purpose of the processing of personal data; the type of personal data; the categories of data subjects; the obligations and rights of the data subject.
- 2.5 Rossendale consents to the Vendor using anonymised Rossendale Data for statistical analysis, if such anonymised Rossendale Data no longer meets the definition of personal data.

3. Data Processing

- 3.1 Where the Vendor processes Rossendale Data under or in connection with this Annex A, the Vendor shall:
 - 3.1.1 Save as required otherwise by law; only process such Rossendale Data as is necessary to perform its obligations under this Annex A, and only in accordance with the Rossendale's documented instructions. To the extent that Vendor cannot comply with a change in Rossendale's instructions without incurring material additional costs, Vendor shall promptly inform Rossendale of the impact on the charges payable by the Rossendale and the changes in instructions shall be agreed through an appropriate change control procedure.
 - 3.1.2 Put in place appropriate technical and organisational measures to meet its own obligations under the Data Protection Legislation;
 - 3.1.3 Ensure the Vendor staff who will have access to Rossendale Data are subject to appropriate confidentiality obligations;
 - 3.1.4 Be entitled to engage sub-processors to process Rossendale Data subject to the Vendor:
 - (i) ensuring that equivalent requirements to those set out in this clause are imposed on any sub-processor(s),
 - (ii) remaining fully liable to the Rossendale for the performance of the sub-processor's obligations; and
 - (iii) where applicable, providing to the Rossendale reasonable prior notice of any addition, removal or replacement of any such sub-processors;
 - 3.1.5 Not process or transfer Rossendale Data outside the European Economic Area without the prior documented consent of the Rossendale. Rossendale consents to the transfer Rossendale Data to
 - (i) Vendor a company incorporated under the laws of England, (company number: registered office:
 - (ii) The United Kingdom (for the avoidance of doubt);
 - 3.1.6 Have in place the appropriate technical and organisational security measures to protect the Rossendale Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access;
 - 3.1.7 Notify Rossendale in 72 hours after becoming aware of any personal data breach involving Rossendale Data, taking into account the nature of processing and the information available to Vendor;
 - 3.1.8 Take appropriate technical and organisational measures, insofar as is possible, to assist the Rossendale in responding to requests for data subjects for access. Or rectification, erasure or portability of Rossendale Data or for restriction of processing or objections to processing of Rossendale Data, The Vendor will not itself respond to any such data subject request except on written instructions from the Rossendale). Furthermore the Vendor will, upon the request of the Rossendale, provide assistance to the Rossendale relating to Rossendale's security; impact assessment; personal

data breach reporting requirements; and data protection or data privacy authority consultation obligations under the Data Protection Legislation taking into account the information available to Vendor.

- 3.1.9 Make available to Rossendale any such information as Rossendale reasonably requests and the Vendor is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by the Rossendale (or the Rossendale's appointed auditors), as is necessary to demonstrate the Vendor's compliance with the Data Protection Legislation. Rossendale will give reasonable notice of any audit (which may be carried out in normal business hours and no more than once in any 12-month period);
- 3.1.10 (save where required by law, or specifically instructed otherwise by the Rossendale in writing) retain the Rossendale Data until the seventh anniversary of the date on which Vendor ceases to provide services to the Rossendale;

Provided always that nothing in this clause shall oblige the Vendor to provide assistance, which does not relate directly to the Services provided by Vendor to the Rossendale under a Service Agreement.

- 3.2 Vendor shall inform Rossendale in writing if, in Vendor's opinion, an instruction from Rossendale infringes the Data Protection Legislation but only in relation to a breach of General Data Protection Regulation ((EU 2016/679)) and or other European Union or European Member State data protection provisions and not jurisdictions outside of these areas. However, Rossendale acknowledges that:
- (a) Any information the Vendor provides is not legal advice or guidance in anyway whatsoever, and that Vendor makes no warranty or representation regarding the information (express or implied); and
- (b) This clause shall not relieve the Rossendale of its obligation to ensure that all instructions to the Vendor and comply with all applicable legislation, including all Data Protection Legislation; and
- 3.3 Notwithstanding clause 3.2, Rossendale acknowledges that it has seen the privacy notices which apply to the platforms used by Vendor to provide services to the Rossendale and acknowledges that these are supplemental to the privacy notice(s) the Rossendale has provided to the data subject.. Rossendale shall promptly advise Vendor if it considers that any changes are required to the privacy notices.

4. Future changes in Data Protection Legislation

- 4.1 Notwithstanding anything to the contrary in a Service Agreement or this Annex A, if any of the following occur:
- (a) Any changes or modifications to the Data Protection Legislation (including in connection with the withdrawal of the United Kingdom from the European Union and or the EEA) including the requirement to amend, update, modify or replace any systems the Vendor use to process the Rossendale Data;
- (b) Any new, clarified or amended guidance or polices issued by a supervisory authority;

(c) Any direction or instruction issued by a supervisory authority (whether relating to Rossendale or Vendor in respect of the Services (including any processing of the Rossendale Data)

5. Survival

5.1 The obligations contained in this Annex A shall continue in force and effect and shall survive the termination of any Service Agreement (in each case whether in whole or in part) until all Rossendale Data and any copies thereof have been securely destroyed and removed from the Vendor's computer systems.

6. Liability

6.1 Notwithstanding anything to the contrary in any of the Service Agreements, The Vendor's maximum liability under or in connection with any breach of the terms of this Annex A, as applied to each Service Agreement shall not exceed:

(i) The maximum liability provided for in such Service Agreement in respect of breaches of data protection legislation and or related contractual obligations; or

(ii) The Vendor's maximum liability in respect of breaches of data protection legislation and or related contractual obligations, 150% of the annual charges paid by Rossendale to the Vendor.

7. Invalidity

7.1 To the extent that any provision of this Annex A is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be part of this Annex A nor shall it affect the enforceability of that provision in any other jurisdiction.

8. Governing law and jurisdiction

8.1 This Annex A shall be governed by and construed in accordance with English law and the parties shall submit to the exclusive jurisdiction of the English Courts.

9. Third parties

9.1 Save in respect of Rossendale's Group Members, it is not intended that a third party shall have the right to enforce a provision pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. Priority

10.1 In the event of conflict or ambiguity, the provisions of this Annex A and the Service the terms of this Annex A shall take precedence over the terms of any Service Agreement.

11. Definitions

In this Annex A unless otherwise specified the following definitions will apply:

"Rossendale Data" means any personal data which are transmitted by or on behalf of Rossendale to, or otherwise processed by, Vendor under the Service Agreements or which is generated under the Service Agreements.

"Data Protection Legislation" means the Data Protection Act 2018, from the 25th of May 2018, the General Data Protection Regulation ((EU 2016/679) or any replacement legislation applicable in England and Wales from time to time and any other applicable laws relating to the processing of personal data.

"Group Member" any holding company or subsidiaries of Rossendale from time to time and each subsidiary from time to time of any such holding company;

Within this Annex A the terms **"controller"**, **"data subject"**, **"personal data"**, **"personal data breach"**, **"process"** (**"processed"** to be construed accordingly) and **"processor"** shall have the same meanings as in the Data Protection Legislation.