

DATA SHARING AGREEMENT (GDPR UPDATE)

THIS DATA SHARING AGREEMENT is made between:

Conveyancing Alliance Limited or/our affiliates, including subsidiaries and holding companies (collectively, "CAL") and any entity given permitted access to our site to introducer business to CAL (herein called the "Introducer").

BACKGROUND:

- (A) The Introducer and / or relevant Introducer Group Companies and CAL are in a commercial relationship for the provision of services which may have been commenced prior to 25 May 2018 ("**Original Arrangement**").
- (B) The Introducer provides and / or is granted access to certain Personal Data, in respect of which CAL are Controllers, in order to supply CAL with the Services (as defined below) pursuant to the Original Arrangement.
- (C) From 25 May 2018, the terms set out below will come into force between the Introducer and CAL to coincide with the taking effect of the General Data Protection Regulation (2016/679) ("GDPR") which requires certain contractual arrangements to be put in place in respect of the Processing of Personal Data.
- (D) This Data Sharing Agreement sets out the new data processing provisions that shall replace the existing data protection provisions in the Original Arrangement that apply to the processing of Personal Data.
- (E) Each Party is a Controller of the Personal Data it discloses or makes available to the other Party and will process that Personal Data as separate and independent Data Controllers for the purposes of the Services. The parties process the Personal Data as Data Controllers in common and not jointly as joint Data Controllers.

1. DEFINITIONS

"**Data Controller**" (or "controller"), "**Data Processor**" (or "**Processor**"), "**Data Subject**", "**Personal Data**" "**Personal Data Breach**" all have the meaning given to those terms in GDPR (and related terms such as "process" have corresponding meanings).

"**Data Protection Laws**" means any applicable laws and regulations relating to the processing, privacy, and use of Personal Data, as applicable to the Original Arrangement and this Data Sharing Agreement including: the EU Data Protection Directive 95/46/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any laws or regulations implementing Council Directives 95/46/EC or 2002/58/EC; the GDPR and/or any corresponding or equivalent national laws or regulations; and any judicial or administrative interpretation of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority;

"**DP Losses**" means all liabilities and amounts, including all:

- (a) costs (including legal costs), claims, demands, actions, settlements, ex-gratia payments, **charges**, procedures, expenses, losses and damages (including relating to material or non-material damage, which includes emotional distress);
- (b) loss or damage to reputation, brand or goodwill;
- (c) to the extent permitted by applicable Laws and Regulations:
 - (i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
 - (ii) compensation paid to a Data Subject; and
 - (iii) the costs of compliance with investigations by a Supervisory Authority;

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018, as may be amended from time to time;

"**Services**" means the services provided by each party to the other pursuant to the Original Arrangement.

"**Supervisory Authority**" means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

2. DATA CONTROLLER STATUS

- 2.1 CAL and the Introducer are required to comply with GDPR and all other similar or related national privacy legislation (together "Data Protection Legislation") applicable to any personal data processed as part of the services CAL receive from the Introducer or otherwise in connection with those services (the "Personal Data"). The Introducer is required to process the Personal Data in connection with the provision and administration of the Introducer's services for CAL in accordance with English law.
- 2.2 The parties acknowledge that each party may disclose or make available to the other party Personal Data for the purposes of the Services provided under the Original Arrangement.
- 2.3 Each Party is a Controller of the Personal Data it discloses or makes available to the other Party and will process that Personal Data as separate and independent Data Controllers for the purposes of the Services. The parties process the Personal Data as Data Controllers in common and not jointly as joint Data Controllers.

3. DATA CO-CONTROLLER PROVISIONS

- 3.1 Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Data Controller under any applicable Data Protection Laws in relation to the Personal Data Processed under the Original Arrangement in line with clause 2 of this Data Sharing Agreement. In particular but without limitation:

- 3.1.1 ensuring that there is a lawful basis on which Personal Data is Processed by it;
 - 3.1.2 ensuring that the transparency disclosure requirements of applicable Data Protection Laws are satisfied by providing the required information to Data Subjects where applicable; and
 - 3.1.3 ensuring that it keeps Personal Data secure at all times, including by implementing and maintaining at its cost and expense, appropriate technical and organisational measures in relation to its Processing of the Personal Data so as to ensure a level of security appropriate to the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 3.2 Notwithstanding clause 3.1. each Party shall ensure all Personal Data are accurate prior to any sharing with the other Party for the purposes of the Services provided under the Original Arrangement, and taking reasonable steps to ensure such Personal Data remains accurate on an ongoing basis, notifying the other Party within a reasonable time in the event it receives updates or corrections to any of such Personal Data, where it is reasonable to do so.
- 3.3 Each Party shall provide reasonable assistance, information and co-operation as regards data protection matters where requested by the other Party in respect of Personal Data shared or held in common between them pursuant to the Amending and Original Arrangement s, including:
- (i) in respect of any matter which in the reasonable opinion of the other Party is required for ensuring that Party's continued compliance with the Data Protection Laws;
 - (ii) in respect of any claim and/or exercise or purported exercise of rights by a Data Subject under the Data Protection Laws or any investigation or enforcement activity by any lawful data protection supervisory authority, which relates to or is connected with the other Party's Processing of Personal Data pursuant to the Original Arrangement;
 - (iii) in respect of any Personal Data Breach, promptly providing such information as the other Party requires under Data Protection Laws to report such Personal Data Breach to the Supervisory Authority;
 - (iv) if it is contacted or approached in relation to any claim and/or exercise or purported exercise of rights by a Data Subject under the Data Protection Laws;
 - (v) in the event of any investigation or enforcement activity by the Information Commissioner or any other Supervisory Authority; or
 - (vi) in the event of any Personal Data Breach.
- 3.4 Neither Party shall do or permit anything to be done through act or omission that would cause the other Party to incur any liability under Data Protection Laws.
- 3.5 Without prejudice to any other indemnity contained in the Original Arrangement, each party shall indemnify and keep indemnified the other from and against all DP Losses (including but not limited to, regulatory fines and penalties) suffered or incurred by, awarded against or agreed to be paid by the relevant party, arising from or in connection with any breach by the relevant party (or any agent, employee or sub-contractor of the relevant party carrying out Processing under the Original or Data Sharing Agreement) of this Data Sharing Agreement or of Data Protection Laws.

4. STATUS OF THIS AGREEMENT

- 4.1 This Amendment Agreement shall commence on 25 May 2018 and shall continue in force until the termination or expiry of the Original Arrangement.