

Information Security

Terms for experts and third parties

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You are a data controller in respect of the personal data that we provide to you in connection with these instructions, because you determine what information you require from us in order to deal with our instructions and the manner in which you will process that information, and you are responsible for the content of the information that you provide to us in dealing with our instructions.

1. In accepting these instructions you agree that you are a data controller in respect of the personal data you receive from, and send to, us in connection with those instructions and will comply with applicable data protection legislation (which for the avoidance of doubt includes the Data Protection Act 2018, UK GDPR and any other national legislation that relates to data protection) and guidance at all times when processing that data.
2. You warrant and undertake that:
 - a. where you provide personal data to us, you have the consent of the relevant data subject to do so or have satisfied yourself that such consent is not required;
 - b. you will only use the information we provide to you for the purposes of dealing with these instructions (“the Shared Data”) and for no other purpose;
 - c. you will not disclose any of the Shared Data to a third party without our prior written consent, which will not be unreasonably withheld or delayed but may be granted subject to conditions such as that you will use all reasonable endeavours to ensure that that third party is bound by obligations equivalent to those imposed on you by these terms and by applicable data protection legislation;
 - d. you will not retain any of the Shared Data for longer than is necessary to deal with these instructions and at the end of that period you will securely destroy the Shared Data save where we have indicated that information should be returned to us in which case you will return that information to us by secure means;
 - e. where you are based in the European Economic Area (EEA), you will not transfer the Shared Data outside of the EEA without our prior written consent;
 - f. where you are based in the UK, you will not transfer the Shared Data outside the UK without our prior written consent;
 - g. any communications you have with us that contain personal and/or confidential information shall be transmitted in a secure manner such as by way of encrypted emails or attachments or a data room established and operated by us;
 - h. you will use appropriate technical and organisational measures to ensure compliance with applicable data protection legislation and to protect the Shared Data against unauthorised or unlawful processing and against accidental loss, destruction or damage;
 - i. you will limit printing of Shared Data to the minimum required. The routine printing of Shared Data is strongly discouraged. Any printed copies will be held securely as set out in (j) below and confidentially destroyed once they are no longer required, which for the avoidance of doubt requires the use of external contractors who provide a certificate of destruction (to be provided to us on request);
 - j. the Shared Data will be kept safe at all times (including, but not limited to, allowing only authorised individuals to have access to the printed or electronic records that contain the Shared Data; the Shared Data not being left unattended in non-secure areas; any hard copy documents being kept in a secure space such as a lockable cabinet; not saving documents on a network device that is accessible by unauthorised individuals);
 - k. where any of the Shared Data is carried on an electronic device (e.g. a laptop or iPad) or can be accessed from any mobile device, that device is encrypted and you will take appropriate steps to ensure that the Shared Data remains safe (for example by way of the use of virus protection measures) and all Shared Data saved to a device is digitally destroyed before the device is disposed of or sent out for repair;
 - l. as soon as is reasonably practicable you will notify us of any actual or potential breach of these terms or the applicable data protection legislation and any steps taken by you in relation to that actual or potential breach and liaise with us in relation to those steps. This means that you will inform us immediately if there is any loss of the

Shared Data or if you have reasonable grounds to suspect that any of the Shared Data could have been accessed and/or viewed by any unauthorised third party and you will take all necessary steps to retrieve lost data and/or mitigate the effects of such loss;

- m. as soon as is reasonably practicable you will notify us of any request received by you from a data subject for access to any personal data contained within the Shared Data and of any requests for the rectification or erasure of any such personal data or for the restriction of processing of any such personal data and liaise with us as to the response to be made to such requests;
 - n. as soon as is reasonably practicable you will notify us of any actual or potential claim of which you become aware or any complaint to or investigation by a regulatory authority that relates to your processing of the Shared Data and liaise with us as to the response to be made to that actual or potential claim, complaint or investigation;
 - o. you will provide reasonable assistance and co-operation to us in respect of any of the matters referred to at paragraphs 2.k and 2.l above that we receive and of which you are notified; and
 - p. you will indemnify us for any cost, charge, damages, expenses or losses caused as a result of any actual or potential breach of these terms and/or the applicable data protection legislation for which you are directly or indirectly responsible.
3. In the event that the transfer of personal data between you and us is a transfer which would be prohibited under the data protection legislation in the absence of approved [standard contractual clauses](#), then the standard contractual clauses available on our website shall automatically apply between you and us. For the purposes of those standard contractual clauses, the party transferring personal data shall be the data exporter, and the party receiving that personal data shall be the data importer.
4. In processing personal data in connection with these instructions you are not acting as the employee or agent of Browne Jacobson LLP, we are not acting as joint data controllers with you and no partnership is created.

Please sign and return the enclosed duplicate of this letter. However, for the avoidance of doubt, your continued dealing with us will amount to acceptance of these terms.

Signed:
Print name:
Position:
Date:

Contact us

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