THIS DATA PROCESSING AGREEMENT is dated …………………………………

PARTIES

1   …………………………………………………………………………
        incorporated   and   registered   in

        ……………………………………………………. with company number

        …………………………………………………….. whose registered
        office   is   at

        …………………………………………………………………………..

        (the '**Controller**'); and

2   **LUCETT LTD** incorporated and registered in England and Wales with
        company number 10889645 whose registered office is at 71-75 Shelton
        Street, London, Greater London, United Kingdom, WC2H 9JQ (the
        '**Processor**').

BACKGROUND

1   The Controller and Processor entered into an agreement (the '**Master
        Agreement**') that requires the Processor to Process Personal Data on
        behalf of the Controller. This DPA is incorporated into the Master
        Agreement, with effect from the date stated at the top of this DPA.

2   This Data Processing Agreement ('**DPA**') sets out the additional terms,
        requirements and conditions on which the Processor will Process
        Personal Data when providing services under the Master Agreement.

AGREED TERMS

1   DEFINITIONS AND INTERPRETATION

        The following definitions and rules of interpretation apply in this DPA:

1.1   '**Data Protection Legislation**' means the General Data Protection
        Regulation (EU (2016/679)), the Privacy and Electronic Communications
        (EC Directive) Regulations 2003 (SI 2003/2426), the UK's Data Protection
        Act 2018 and all applicable laws and regulations relating to the
        Processing of Personal Data and privacy as amended, re-enacted,
        replaced or superseded from time to time.

1.2   Capitalised terms used and not defined in this Agreement shall bear the meanings given to them in the Data Protection Legislation.

1.3   A reference to writing or written includes email.

1.4   In the case of conflict or ambiguity between any provision contained in this Agreement and the Master Agreement, the terms of this Agreement will prevail.

2   DATA PROCESSING

2.1   Controller confirms it has the right to transfer, or provide access to, the Personal Data it shares with the Processor (including its personnel and subprocessors) for Processing (the '**Data**') in accordance with the terms of the Master Agreement and this DPA. The Controller shall comply with the Data Protection Legislation in connection with the Personal Data it shares with the Processor.

2.2   The Controller instructs the Processor in accordance with this Agreement to Process the Data as reasonably necessary for the provision of the Master Agreement.

3   PROCESSOR'S MANDATORY OBLIGATIONS

3.1   Processor will Process the Data only for the purposes described in, and for the duration of, the Master Agreement. Where the Processor is legally required to Process the Data for other reasons, then where permitted, the Processor must first notify the Controller of this requirement. Both parties acknowledge that the Data which the Processor will Process for the Controller will usually consist of

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Where the Processor is aware that the Controller's instructions related to the Data infringes Data Protection Legislation or other applicable laws, the Processor must notify the Controller immediately (unless applicable laws prevents the Processor from doing so) and the Processor will not carry out that Processing.

3.2   The Processor will implement appropriate security measures (both technical and organisational) to ensure the Data is kept sufficiently secure. The Processor will also ensure that anyone is allows to Process the Data on behalf of the Controller is subject to confidentiality commitments as required by Data Protection Legislation.

3.3   At the cost of the Controller, the Processor will provide the Controller with reasonable assistance to demonstrate compliance with the Data Protection Legislation, including but not limited to: (i) ensuring compliance

with security, breach notification, impact assessments and prior consultation obligations; (ii) submitting to audits requested by the Controller (subject to reasonable advance notice and terms to be agreed between the parties which protect the Processor's ability to run its business and the confidentiality of its other clients); and (iii) responding to: (a) any Data Subject request to exercise their rights under Data Protection Legislation; and (b) any other correspondence, enquiry or complaint received in connection with the Processor's Processing of the Data.

3.4   If the Processor becomes aware of a Personal Data Breach in relation to the Data, the Processor will inform the Controller without undue delay and help the Controller to fulfil any data breach reporting obligations they may have under Data Protection Legislation. The Processor will not inform any third party of any Personal Data Breach in relation to the Data without first obtaining the Controller's prior written consent, except when required to do so by law.

3.5   Promptly following termination or expiry of the Master Agreement, the Processor will destroy all Data provided to it by the Controller unless: (i) it has been archived on back-up systems in which case the Processor will securely isolate and protect it from further Processing; or (ii) the Processor is required to keep it under applicable laws.

4   INTERNATIONAL TRANSFERS OF PERSONAL DATA

4.1   The Processor and its subprocessors may Process the Data in countries that are outside of the United Kingdom and the European Economic Area ('**UK and EEA**').

4.2   The Processor shall ensure that transfers of the Data outside of the UK and EEA are subject to the appropriate safeguards as required by the Data Protection Legislation (such as the standard contractual clauses and the EU-US Privacy Shield).

5   SUBCONTRACTORS

5.1   The Controller confirms that the Processor may authorise a third party (subcontractor) to Process the Data for the purposes of data storage, hosting, communication and business planning, provided that the Controller enters into written agreements with all such third parties which comply with the Data Protection Legislation.

5.2   The subcontractors used at the date of this DPA are

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The Processor shall notify the Controller of any changes to these subcontractors, giving the Controller the opportunity to object.

6 INDEMNIFICATION

6.1 The Data Controller shall be liable for, and shall indemnify (and keep indemnified) the Data Processor in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Processor arising directly or in connection with:

6.1.1 any non-compliance by the Data Controller with the Data Protection Legislation;

6.1.2 any Personal Data processing carried out by the Data Processor in accordance with instructions given by the Data Controller that infringe the Data Protection Legislation; or

6.1.3 any breach by the Data Controller of its obligations under this DPA,

except to the extent that the Data Processor is liable under sub-Clause 6.2.

6.2 The Data Processor shall be liable for, and shall indemnify (and keep indemnified) the Data Controller in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Controller arising directly or in connection with the Data Processor's Personal Data processing activities that are subject to this DPA:

6.2.1 only to the extent that the same results from the Data Processor's breach of this DPA; and

6.2.2 not to the extent that the same is or are contributed to by any breach of this DPA by the Data Controller.

6.3 The Data Controller shall not be entitled to claim back from the Data Processor any sums paid in compensation by the Data Controller in respect of any damage to the extent that the Data Controller is liable to indemnify the Data Processor under sub-Clause 6.1.

6.4 Nothing in this DPA (and in particular, this Clause 6) shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject, or for any other breach of that Party's direct obligations under the Data Protection Legislation.

7 NOTICE

7.1 Any notice or other communication given to a party under or in connection with this DPA must be in writing and delivered to:

    7.1.1   For   the   Controller:

    ……...

    7.1.2   For   the   Processor:

    ……...

7.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7.3 A notice given under this DPA is valid if sent by email.

THIS DPA has been entered into on the date stated at the beginning of it.

Signed by

....

for   and   on   behalf   of

....   **Job Title:** ....

Signed   by

....

for and on behalf of **LUCETT LTD**   **Director**