



## HORIBA MIRA LTD

### DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") forms part of any Service Agreement ("**Principal Agreement**") between HORIBA MIRA Ltd and any organisation or person with whom Personal Data is exchanged or shared (each "**the Parties**" respectively).

This Addendum is not applicable to **Data Processors** for HORIBA MIRA Ltd, nor to any person or organisation acting as a **Joint Controller**. This Addendum applies to organisations or persons who are **Data Controllers** in their own right and with whom we have a legitimate business interest in sharing or exchanging Personal Data.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in any Principal Agreement. Except as modified below, the terms of such Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to any Principal Agreement. Except where the context requires otherwise, references in this Addendum to a Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

In the event that the terms and conditions set out below conflict with any Principal Agreement then the Parties expressly agree that these terms shall prevail but only to the extent that there is a conflict.

1.1 In this Addendum, the following terms shall have the meanings set out below:

"**Data Protection Laws**" means in the United Kingdom Regulation (EU) 2016/679 (General Data Protection Regulation), any successor thereof and any legislation in force from time to time in any jurisdiction which supplements it, including the Data Protection Act 2018 or any successor thereof and any other applicable national privacy legislation or regulations, guidance or codes of practice issued in respect of such legislation by the Information Commissioner's Office (ICO).

"**Data Subject**" has the meaning given to this term in the applicable Data Protection Law.

"**Personal Data**" has the meaning given to this term in the applicable Data Protection Law.

"**Shared Personal Data**" means any Personal Data collected or received by one Party pursuant to this Agreement in respect of which the other Party is a controller (as defined in the applicable Data Protection Law); or where the Data Subject from whom the Personal Data is obtained has provided the Personal Data in the context of its relationship with the other Party.

"**Processing**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Consent”** of the Data Subject means any freely given, specific, informed and unambiguous indication of the Data Subject’s wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.

**“Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

**“Disclosing Party”** means the Data Controller who provides the Personal Data to the other Party and **“Recipient Party”** means the Data Controller that receives the Personal Data.

- 1.2 Notwithstanding the remainder of this clause 1, each Party shall comply with all applicable obligations imposed by, and all requirements under the Data Protection Laws.
- 1.3 Without prejudice to the generality of clause 1.2, where either Party (the **“Disclosing Party”**) or its employee or representative discloses Personal Data to the other (the **“Recipient”**) in connection with the services provided pursuant to the Terms and Conditions (**“the Services”**), the Disclosing Party will ensure that it obtains all necessary consents from the Data Subject, or alternatively that it only discloses the Personal Data on the basis of some other valid ground provided for in the Data Protection Laws, such that the Personal Data it provides to the Recipient can be lawfully used or disclosed by the Recipient in the manner and for the purposes anticipated by the Services.
- 1.4 Although the Parties acknowledge that the Data Protection Laws ultimately determine status, the Parties are of the view that they shall each be controllers (as defined in the Data Protection Laws) in respect of Shared Personal Data that they receive pursuant to the provision and receipt of the Services.
- 1.5 Without prejudice to the Disclosing Party's obligations under clauses 1.3 and 1.6, the Parties shall ensure that they process and share the Shared Personal Data fairly and lawfully in accordance with the Data Protection Laws. Each Party shall only use Shared Personal Data for the purposes of performing its obligations, and exercising its rights, under the Terms and Conditions save where a Party has an ongoing relationship with the Data Subject, such as Customer's ongoing provision of services to the Applicant, and is able to continuing processing the Shared Personal Data lawfully in accordance with Data Protection Laws.
- 1.6 The Disclosing Party shall ensure that fair processing notices are provided to the Data Subjects in accordance with the Data Protection Laws, including that they are clear and provide sufficient information to the Data Subjects for them to understand what Personal Data the Disclosing Party is sharing with the Recipient, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Recipient or a description of the types of organisation (that includes the Recipient) that will receive the Personal Data. The information provided by the Disclosing Party to Data Subjects shall be detailed enough that the Data Protection Laws are complied with and so that the Recipient need not provide any information to the Data Subject in order to comply with the Data Protection Laws.
- 1.7 Each Party is responsible for maintaining a record of individual requests for Personal Data, or other requests from Data Subjects to exercise their rights under the Data Protection Laws, the decisions made and any information that was exchanged. Records must include copies of the request, details of the data accessed and shared and, where relevant, notes of any meeting, correspondence or phone calls relating to the request.

- 1.8 The Parties agree to provide reasonable assistance to each other to enable them to comply with the Data Protection Laws including, but not limited to, subject access requests or any other exercise by a Data Subject of its rights under the Data Protection Laws and to respond to any other queries or complaints from Data Subjects or regulators.
- 1.9 Having regard to the state of technological development and the cost of implementing such measures, each Party shall have in place appropriate technical and organisational security measures in order to:
- I. Prevent unauthorised or unlawful processing of the Shared Personal Data; and the accidental loss or destruction of, or damage to, the Shared Personal Data; and
  - II. Ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the Shared Personal Data to be protected.
- 1.10 Each Party shall promptly notify the other Party of any personal data breach which affects, or may affect, Shared Personal Data obtained from that other Party and shall provide such additional information and assistance as the other Party may request in order to enable that other Party to comply with Data Protection Laws.
- 1.11 Each Party shall:
- I. Provide a fair processing notice to the Data Subjects to the extent that the Party uses Personal Data in a context other than that of its relationship with the other Party;
  - II. Establish a lawful ground for retaining the Personal Data beyond the time needed for the specific role.
- 1.12 Each party (the “indemnifying party”) shall indemnify the other party (the “indemnified party”) against any fines imposed on the indemnified party by the Information Commissioner or any regulator that may replace it from time to time or any equivalent as a result of the indemnifying party’s breach of its obligations under this Addendum and; all amounts paid or payable by the indemnified party to a third party which would not have been paid or payable if the indemnifying party’s breach of this clause had not occurred.

The indemnifying party shall not be liable under clause 1.12 if it proves that it was not in any way responsible for the event giving rise to the damage in accordance with Article 82(3) of the GDPR; or to the extent that the indemnified party is responsible for the damage in accordance with Article 82(5) of the GDPR.

In no event shall either party be liable for any damages for business interruption, loss of operating time or loss of use, loss of reputation, loss of revenue, loss of business profits or loss of business information and/ or any indirect, special, incidental, consequential or punitive damages, howsoever caused, arising out of or in connection with this Agreement and whether or not the respective party has been advised of the possibility of such damages.