



Data Processing & Sharing Agreement

(Version 1.2)

Dated _____

Between

White & Company PLC

and

Revision History

REVISION	DATE OPERATIONAL	NEXT REVIEW	NAME	COMMENT
1.0	01/02/2018	01/2020	Mr. M. Corr	Original draft
1.1	01/08/2023	08/2024	Mr. S. Shahi	Minor changes
1.1	01/09/2024	09/2026	Mr. S. Shahi	Minor changes. Description of shared data.
1.2	01/08/2206	09/2028	Mr. S. Shahi	Review

We share, or allow access to, personal data held by White & Company PLC with you, the processing of which is governed by Data Protection legislation. By 'Data Protection legislation', we are referring to the UK Data Protection Act 2018 and EU General Data Protection Regulations which requires the 'data controller' (White & Company PLC) to have a written agreement with the 'data processor' to ensure its compliance with Data Protection legislation.

It is important that any personal data we share as the data controller is handled by you, the data processor, securely, appropriately, and that processing meets the requirements of Data Protection legislation.

Please read and sign this Agreement. This Agreement acts to demonstrate the intention of both 'data controller' and 'data processor' to comply with Data Protection legislation.

Data Processor agrees to:

1. Take all reasonable measures to ensure that you are at all times compliant with Data Protection and Cyber Security legislation and have appropriate technical and organisational measures in place to prevent security breaches.
2. Ensure all internal processes and internal communications comply with NIS regulation standards and unsecure methods must not be used to transmit personal data.
3. Process the personal data provided to you by White & Company PLC (or associated companies) in accordance with our instructions and to the extent, and in a manner, which is necessary for the provision of the services you provide.
4. Never transfer any personal data to any third-party without our written consent.
5. Remain informed of your obligations under Data Protection legislation and the confidential nature of personal data.
6. Comply with any requests we may make to inspect or audit the measures you take to process or retain personal data. This is to enable us to verify that you are complying fully with your obligations under Data Protection legislation with regards to the personal data we provide to you.
7. Comply in a timely manner with any requests we may make of you to enable us to meet our obligations under Data Protection legislation. This could include correcting inaccurate personal data, erasing personal data, and the provision of personal data to help us to address a complaint or subject access request.
8. Report to us to immediately any suspected security incidents or loss of personal data that has been provided by us.
9. Be liable for and shall indemnify us against any liability, loss, fine, or claim incurred by us which arises directly or indirectly from or in connection with any action, omission or non-compliance by you with any part of the Data Protection legislation.
10. The retention of any personal data on your IT systems should be limited to the period required for the successful completion of the process and should be deleted within 6 months after completion unless required for legal purposes. Nevertheless, any personal data are required to be deleted immediately on expiry of any legal requirements.

Without prejudice to its other rights and remedies under this Agreement, at law or otherwise, each Party may, at its own discretion, immediately terminate this Agreement upon written notice, if the other Party fails to meet any of its obligations under this Agreement and such failure continues unresolved for 30 days following a written notice thereof, it being understood that no such resolution period shall be granted in case the nature of the breach prevents the breach from being resolved.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

Signed for and on behalf of the 'data controller' by:

Name: _____

Position: _____

Signature: _____

Description of data to be shared:

On the behalf of the 'data processor', please sign below to confirm you have read, understand and agree to the terms and conditions above.

Name: _____

Position: _____

Signature: _____

I am sure that you will share our concern and desire to ensure that personal data is treated appropriately and, therefore, thank you for your cooperation.