

We refer to our previous terms of business ('Terms of Business').

The Terms of Business refer to the data protection laws in force before 25 May 2018. To ensure that our Terms of Business, and the services provided under those terms, comply with the new data protection legislation (including the General Data Protection Regulation ('GDPR')), with effect from 25 May 2018, the parties agree that:

1. AMENDMENTS

- 1.1. Clause 12 data protection of the Terms of Business shall be deleted in its entirety, and replaced with the following:

12 DATA PROTECTION

- 12.1 To enable us to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we may obtain, use, process and disclose personal data about you / your business / company / partnership / its officers and employees and shareholders ('personal data').

Data controller and data processor

- 12.2 In the course of providing services to you and processing personal data, we may disclose personal data to other firms in our network, a regulatory body or a third party. We may export personal data you supply to us outside the EU/EEA/UK if necessary (subject to your prior written consent, which will not be unreasonably withheld where we are a processor). We will ensure all such data disclosure/export is compliant with relevant data protection legislation in the EU/EEA/UK and will use our reasonable endeavours to ensure that any agreement entered into with sub-processors include similar terms to those set out in this clause 12. Where cloud-based services are to be used you may be subject to our cloud services terms and conditions, and cloud storage may be outside the EU/EEA/UK.
- 12.3 We confirm we have adequate security measures in place to protect personal data provided to us, including administrative, physical and technical safeguards.
- 12.4 We will notify you within 10 working days if an individual asks for copies of their personal data, makes a complaint about the processing of personal data or serves a notice from a relevant data protection authority where this relates to you. You and

we will consult and cooperate with each other when responding to any such request, complaint or notice. If an individual whose data you have supplied to us or which we are processing on your behalf asks us to remove or cease processing that data, we shall be entitled to do so where required by law.

- 12.5 We will answer your reasonable enquiries to enable you to monitor compliance with this clause.

Data controller

- 12.6 We confirm that we are each considered an independent data controller in relation to personal data and that we will each comply with the relevant provisions of applicable data protection legislation.

- 12.7 You will also ensure that any disclosure of personal data to us complies with such legislation. If you supply us with any personal data or confidential information you shall ensure you have a lawful basis to pass it to us and will fully indemnify and hold us harmless if you do not have such a basis and that causes us loss. If you are supplying us with personal data on the basis of a power of attorney for anyone, you must produce to us an original or certified power of attorney on demand. You must ensure you have provided the necessary information to the relevant data subjects regarding its use. You may refer to our privacy notice at the web address www.davisgrant.co.uk/legal

Data processor

- 12.8 Applicable data protection legislation places express obligations on you as a data controller where we as a data processor undertake the processing of personal data on your behalf. An example would be where we operate a payroll service for you. We therefore confirm that we will at all times use our reasonable endeavours to comply with the requirements of applicable EU/EEA/UK data protection legislation when processing data on your behalf. In particular we confirm that we will aim to comply with any obligations equivalent to those placed on you as a data controller. You will also comply with applicable data protection legislation, including but not restricted to, ensuring that you have all appropriate consents and notices or another lawful basis in place to enable the lawful transfer of personal data to us. You will fully indemnify and hold us harmless if you do not have a lawful basis and that causes us loss..

- 12.9 As the data processor we shall;

- process personal data only on written instruction from you;
- Restrict data access to authorised personnel only, and who are bound by confidentiality;
- Disclose the personal data to courts, government agencies and other third parties as and to the extent required by law;
- Maintain a written record of all categories of personal data processing carried out on your behalf, including details of transfers of personal data outside of the EU/EEA/UK and a general description of the technical and organisational security measures in place in relation to personal data; and
- Delete or return all personal data to you at the completion of our engagement requiring personal data processing, subject to legal requirements to retain data.

The duration of the data processing for this engagement will be for the entirety of the provision of relevant services.

The types of personal data to be processed are:

Names, Addresses, Dates of birth, Telephone numbers, Email addresses, Employee/payroll numbers, National insurance numbers, Salaries, Pension membership details, bank account details, passport numbers, driving licence numbers, .

There is no special personal data being processed.

The contact at the firm if you would like to contact us about any data protection issue is the engagement partner who can be contacted on 0208 477 0000.

2. GENERAL

Unless the context otherwise requires, references in the Terms of business or similar, shall be construed to be references to the Engagement Terms as amended by this letter.

- 2.1. All other terms and conditions of the Engagement Terms not otherwise amended by this letter agreement shall remain in force and effect and binding upon the parties and shall be read and construed as one document with this letter agreement.
- 2.2. A party to this letter agreement is the only person who has the right to enforce any of its terms, and no rights or benefits are conferred on any third party under the Contracts (Rights of Third Parties) Act 1999.
- 2.3. This letter agreement is governed by, and should be construed in accordance with English law. Each party agrees that the courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this letter agreement and any matter arising from it on any basis. Each party irrevocably waives any right to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or to claim that those courts do not have jurisdiction.

Yours sincerely

Davis Grant Ltd

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