



ATTENTION OF LEGAL DEPARTMENT OR GENERAL COUNSEL – May 2018

New Contractual Commitments for the General Data Protection Regulation

FirstPort Limited (FirstPort) is strongly committed to maintaining the highest standards in privacy and compliance.

By now you will be aware of the significance of the European Union's General Data Protection regulation (GDPR). We welcome the additional protections it provides to individuals and are committed to complying with its principles.

New Commitments

To make sure that we can continue to use your products and services in compliance with GDPR, we enclose new contractual commitments. These provisions are in an addition to the existing contract(s) we have in place with you. These commitments include those required from data processors under Article 28 of the GDPR.

We are confident that you as a trusted supplier are also committed to complying with GDPR. Unless we hear otherwise, you confirm your agreement to these commitments being added to our contract(s) with you. Please keep a copy of this letter safe for your records.

Processing Information

Between now and the date on which the GDPR takes effect (25 May 2018), we will be updating our [privacy policy](#) to provide more information about how we process personal data.

In the meantime, if you have any questions about this letter, please email us at businessconduct@firstport.co.uk.

New Contractual Commitments for the General Data Protection Regulation

From 25 May 2018, the terms set out below will come into force between you and FirstPort to coincide with the taking effect of the General Data Protection Regulation (2016/679) ("GDPR"). These will also apply to any sub-contractors.

DEFINITIONS

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

1. DATA PROTECTION

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, FirstPort is the data controller and the supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). Irrespective of what type of agreement you have with FirstPort these terms will be deemed to be incorporated into the terms and will apply from 25 May 2018.
- 1.3 Without prejudice to the generality of clause 1.1, FirstPort will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - (a) process that Personal Data only on the written instructions of FirstPort ,unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (Applicable Laws). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify FirstPort of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying FirstPort;
 - (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of FirstPort has been obtained and the following conditions are fulfilled:

(i) FirstPort or the Supplier has provided appropriate safeguards in relation to the transfer;
(ii) the data subject has enforceable rights and effective legal remedies;
(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
(iv) the Supplier complies with reasonable instructions notified to it in advance by FirstPort with respect to the processing of the Personal Data.

(e) assist FirstPort, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
(f) notify FirstPort without undue delay on becoming aware of a Personal Data breach;
(g) at the written direction of FirstPort, delete or return Personal Data and copies thereof to FirstPort on termination of the agreement unless required by Applicable Law to store the Personal Data; and
(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 1 and allow for audits by FirstPort or FirstPort's designated auditor.

- 1.5 FirstPort does not consent to the Supplier appointing any third party processor of Personal Data under this agreement unless FirstPort's written consent has been obtained. If such consent is obtained then the Supplier confirms that it will enter into an agreement with the third-party processor incorporating terms which are substantially similar to those set out in this clause 1. As between FirstPort and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 1.
- 1.6 Either party may, at any time on not less than 30 days' notice, revise this clause 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).