

DATA-SHARING AND PROCESSING ARRANGEMENTS

If and to the extent that you and we jointly determine that we are controlling and sharing data with you in a controller to controller relationship or a joint controller relationship, we reserve the right to provide you with our data sharing agreement and you shall comply with our data sharing clauses below.

The purpose of this arrangement is for the sharing and processing of personal data, the terms and conditions of such are set out at Agreement A below that shall apply to sharing. If and to the extent that you are processing personal data on our behalf, the terms and conditions set out at Agreement B below shall apply as data processing clauses.

Agreements A for sharing and B for processing supersede any previous data-sharing and processing arrangements we may have in place with you and shall apply unless and until we confirm otherwise in writing.

AGREEMENT A

GENERAL DEFINITIONS

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| "Agreement" | Agreements A and B together shall be referred to as this Agreement; |
| "Data Protection Legislation" | the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party; |
| "Data Subject" | an individual who is the subject of Personal Data; |
| "Force Majeure Event" | means any circumstance not within a party's reasonable control including, without limitation: <ul style="list-style-type: none"> (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; and |

- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause) and;
- (i) interruption or failure of utility service;

"Shared Personal Data" the personal data to be shared between the parties to be set out in writing between the parties;

"Standard Contractual Clauses (SCC)" the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, a completed copy of which is set out on the Information Commissioners website at ico.org.uk;

"UK Data Protection Legislation" all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"PHB" Payne Hicks Beach Solicitors (a firm of solicitors authorised by the Solicitors Regulation Authority under SRA number 059098), Payne Hicks Beach Trustees (company number 02545358), Payne Hicks Beach Trust Corporation Limited (company number 00850087) and/or Payne Hicks Beach LLP (company number OC353045). The registered office address of Payne Hicks Beach, Payne Hicks Beach Trustees, Payne Hicks Beach Trust Corporation Limited and Payne Hicks Beach LLP is 10 New Square, Lincoln's Inn, London WC2A 3QG;

"Controller", "Processor", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures" as defined in the Data Protection Legislation.

TRANSFERS BETWEEN JOINT DATA CONTROLLERS as for the Sharing of data shall be set out below:

1. PERSONAL DATA

The parties having entered into or reasonably contemplating entering into a contractual agreement or similar arrangement which involves or may involve the sharing between them of such Personal Data and they hereby acknowledge and agree and warrant as follows:

- 1.1 to the extent applicable, each party may act as a Data Controller, where a Data Controller has the meaning defined by the Data Protection Legislation or Joint Controller;

- 1.2 the parties shall jointly determine as Joint Controllers or Data Controllers the purpose and means of processing the personal data that may be shared or has been shared between them;
- 1.3 each party shall be bound by its respective obligations under the Data Protection Legislation and shall in particular:
- (a) ensure that it has in place all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to any permitted recipients for the agreed purposes;
 - (b) process the Shared Personal Data only for the agreed purposes to be agreed between the parties;
 - (c) not disclose or allow access to the Shared Personal Data to anyone other than the recipients permitted by the party disclosing the personal data;
 - (d) ensure that any permitted recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - (e) 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;
 - (f) in order to transfer any personal data outside the EEA the transferor agrees to:
 - (i) comply with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and;
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer;
 - (g) assist the other party in complying with all applicable requirements of the UK Data Protection Legislation;
 - (h) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
 - (i) at the written direction of the party disclosing the personal data, use commercially reasonable endeavours to delete or return such data and any copies thereof on termination of this Agreement unless required by law to store the personal data;
 - (j) use compatible or similar technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (k) maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation and allow for audits by the other party or the other party's designated auditor; and
 - (l) to give full information to any Data Subject whose personal data may be processed under this arrangement of the nature such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the permitted recipients, their successors and assignees.

2. **MUTUAL ASSISTANCE**

Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- 2.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 2.2 promptly inform the other party about the receipt of any data subject access request;
- 2.3 provide the other party with reasonable assistance in complying with any data subject access request;
- 2.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 2.5 assist the other party, at the reasonable cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators; and
- 2.6 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff if needed, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

3. **INDEMNITY**

You as a Joint Controllers or Controller shall indemnify PHB against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by PHB arising out of or in connection with the breach of the UK Data Protection Legislation by you as a Joint Controller or Controller, and your employees or agents, provided that PHB gives to you as the Joint Controller or Controller prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and authority to manage, defend and/or settle it.

AGREEMENT B

TRANSFERS FROM A DATA CONTROLLER TO A DATA PROCESSOR, for the Processing of Personal Data as shall be set out below:

4. **DATA PROTECTION**

- 4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and the UK Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, any obligations which may attach to either party under the Data Protection Legislation and the UK Data Protection Legislation. Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of European Union, the law of any member state of the European Union and/or Domestic UK Law, and such law that shall be implemented upon the UK formally ceasing to be a member of the EU on 31 January 2020 at 11pm (Article 50(3) of the Treaty on European Union, meaning the UK Data Protection Legislation and any other law that applied in the UK including the UK GDPR.
- 4.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Provider is the data processor (where "**Data Controller**" and "**Data Processor**" have the meanings as defined in the Data Protection

Legislation). The schedule hereto below sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, "**Personal Data**") and categories of Data Subject.

- 4.3 The Customer is Payne Hicks Beach (a firm of solicitors authorised by the Solicitors Regulation Authority under SRA number 059098), Payne Hicks Beach Trustees (company number 02545358), Payne Hicks Beach Trust Corporation Limited (company number 00850087) and/or Payne Hicks Beach LLP (company number OC353045). The registered office address of Payne Hicks Beach, Payne Hicks Beach Trustees, Payne Hicks Beach Trust Corporation Limited and Payne Hicks Beach LLP is 10 New Square, Lincoln's Inn, London WC2A 3QG and the Provider shall be you.
- 4.4 Without prejudice to the generality of clause 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Agreement.
- 4.5 Without prejudice to the generality of clause 4.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this Agreement, shall warrant that it shall:
- (a) process that Personal Data only on the written instructions of the Customer unless the Provider is required by the laws of the UK or any member of the European Union or by the laws of the European Union applicable to the Provider to process Personal Data ("**Applicable Laws**"). Where the Provider is relying on the Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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;
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Provider 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 Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) assist the Customer 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 the Customer without undue delay on becoming aware of a Personal Data Breach;
 - (g) at the written direction of the Customer, securely use commercially reasonable endeavour to delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Laws to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor.
- 4.6 The Customer does not consent to the Provider appointing any third party processor of Personal Data under this Agreement unless and until the Customer has provided specific written permission for a particular third party processor to be appointed. Should such permission be given, the Provider shall enter into a written agreement with the third party processor incorporating terms which are to be the same or substantially similar to those in this Agreement. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of it and of any third party processor appointed by it at all times and for all purposes.
- 4.7 The parties may at any time agree to revise relevant clauses in this Agreement by replacing them with any applicable controller to processor standard clauses or similar terms (i) forming part of an applicable certification scheme or (ii) issued by or on behalf of the Information Commissioner's Office (which shall apply when replaced by attachment to this Agreement).

5. **INDEMNITY**

The Provider shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with the breach of the UK Data Protection Legislation by the Provider, its employees or agents, provided that the Customer gives to the Provider prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and authority to manage, defend and/or settle it.

6. **LAW AND JURISDICTION FOR (AGREEMENT A AND B)**

- 6.1 This Agreement and any dispute relating to it shall be governed exclusively by the laws of England and Wales, whose courts shall have exclusive jurisdiction.
- 6.2 No part of this Agreement shall create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.3 Neither party may assign, novate or otherwise transfer any right or obligation under this Agreement without first obtaining unequivocal consent in writing from the other party.
- 6.4 In the event of any conflict between the terms and conditions in this Agreement and the terms and conditions in any prior or existing agreement between the parties, the terms and conditions in this Agreement shall take precedence.

6.5 Should any part of this Agreement be found to be unlawful or unenforceable, the offending part is to be deemed omitted without affecting the legality or enforceability of any other parts of the agreement.

7. **TERM AND TERMINATION (FOR AGREEMENT A AND B)**

7.1 This Agreement will remain in full force and effect so long as:

- (a) this Agreement remains in effect; or
- (b) the Provider, Joint Controller and Controller retains any Personal Data related to this Agreement in its possession or control ("**Term**").

7.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination in order to protect Personal Data will remain in full force and effect.

7.3 The Provider's, Joint Controller's or Controller's failure to comply with the terms of this Agreement is a material breach of this Agreement. In such event, the Customer/PHB may terminate any part of the authorisation of the processing of Personal Data in accordance with Agreement B and Agreement A, effective immediately on written notice to the Provider, Joint Controller or Controller without further liability or obligation.

7.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations, the parties will suspend the processing of Personal Data in accordance with Agreement B until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 30 day, they may terminate this Agreement on written notice to the other party of no less than 90 days.

8. **OTHER PROVISIONS (FOR AGREEMENT A AND B)**

8.1 All paragraph and other headings in this Agreement are used for convenience only and shall not affect the interpretation of the Agreement.

8.2 This Agreement shall take effect at the time any Personal Data is transferred in any way from the Customer/PHB to the Provider, Joint Controller or Controller and shall terminate on the expiry of the Contract (as defined in paragraph 1 of the Schedule hereto below) or by written agreement between the parties. On termination for any reason clause 4.5(g) of Agreement B and clause 1.3(i) of Agreement A above shall be engaged or in accordance with Clause (Term and Termination).

8.3 The Customer/PHB may terminate this Agreement immediately on written notice to the Provider, a Joint Controller or Controller should the Provider, Joint Controller or Controller be in breach.

8.4 The Customer/PHB reserves the right to update the terms of this Agreement, such updated terms to take immediate effect. No other variation shall be effective unless and until it is agreed in writing by the Customer/PHB.

8.5 The provision of any goods, services or communications by the Provider, Joint Controller or Controller to the Customer constitutes acceptance of the entirety of this Agreement whether or not such acceptance has been communicated to the Customer/PHB in writing, such accepted therefore shall be deemed to be accepted.

8.6 No party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance obligation has been delayed or failed to be performed.

- 8.7 Upon the UK formally ceasing to be a member of the EU on 31 January 2020 at 11pm (Article 50(3) of the Treaty on European Union and in accordance with the European Union (Withdrawal) Act 2018 ("**EUWA**") and such references in this clause to provisions of the EUWA to include those provisions as they will apply at the end of the transition period following amendment by the European Union (Withdrawal Agreement) Act 2020 ("**WAA**"), and upon the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) (DP Brexit Regulations) being in force, the GDPR will merge to form the UK GDPR and the GDPR shall become the EU GDPR, and should the EU Commission fail to confirm an "adequacy decision" being made for the UK and upon the UK's status being deemed as a third country, it is agreed between all the parties that they shall put in place appropriate and adequate safeguards in the form of Standard Model Contractual Clauses ("**SCC**") to protect against such international data transfers. Such SCC to be put in place between the parties are set out on the Information Commissioners Website at ico.org.uk.
- 8.8 Any notice or other communication given to a party under or in connection with this Agreement must be in writing and delivered to:
- (a) for the Customer: Jonathan Sewell, Data Protection Officer at Payne Hicks Beach address of 10 New Square, Lincoln's Inn, London WC2A 3QG; and
 - (b) for the Provider, Joint Controller or Controller: at such address as is the registered office of that party as stated on the Companies House website.
- 8.9 Clause 8.8 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.

THE SCHEDULE (For Agreement B)

FOR PROCESSING BY THE PROVIDER IN ACCORDANCE WITH AGREEMENT B, PROCESSING IS TO BE AGREED SEPARATELY WITH A JOINT CONTROLLER OR CONTROLLER IN A SEPARATE SCHEDULE.

1. SCOPE

The Customer is a firm of solicitors operating as a partnership providing professional legal services in the UK and globally (and related entities) and has entered into or may enter into a contractual arrangement with the Provider or represents a third party who has entered into or may enter into a contractual arrangement with the Provider ("**the Contract**"). In supplying such services and the marketing thereof, in supporting and managing its personnel and in operating its business generally, the Customer controls and processes Personal Data. When it is necessary to do so, the Customer shall permit the Provider access to Personal Data held on its computer servers and/or deliver Personal Data to the Provider by e-mail, facsimile, post, courier and/or a secure delivery service such as Document Exchange ("**DX**").

2. NATURE

In order to supply the products, goods or services forming the subject of the Contract and any renewal or extension thereof, the Provider will process the Personal Data supplied by the Customer. Such processing may be conducted electronically and/or physically and will include but not be limited to collection, transmission, organisation, storage, retrieval and destruction of the Personal Data.

3. PURPOSE OF PROCESSING

The Provider shall process the Personal Data provided by the Customer strictly only in accordance with clause 4.5(a) above and/or to the extent that such processing enables it to properly fulfil its obligations under the Contract and any renewal or extension thereof.

4. DURATION OF THE PROCESSING

The Provider's entitlement to process Personal Data shall continue strictly only for the duration of the Contract and any renewal or extension thereof, following which clause 4.5(g) above will apply.

5. CATEGORIES OF DATA SUBJECT

The categories of Data Subject shall be determined exclusively by the nature and purpose of the Contract and any renewal or extension thereof and comprise (i) clients, prospective clients and former clients of the Customer, (ii) permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer, (iii) individuals with a direct interest in general business aspects of the Customer's operations, (iv) individuals with a direct interest in client, prospective client and former client matters transacted by the Customer and (v) visitors to the Customer's website. Certain Data Subjects will belong to more than one category.

6. TYPES OF PERSONAL DATA

The Personal Data to be processed by the Provider will include names, dates of birth, postal addresses, e-mail addresses, online identifiers, family details, lifestyle details, contractual details, financial details, education details and telephone numbers and special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health, sexual orientation and trade union membership. Information relating to criminal convictions may also be processed. This list is not intended to be exhaustive. It may be necessary for additional types of Personal

Data to be processed and the Customer will communicate such additional types of Personal Data to the Provider on a case-by-case basis as circumstances require.

7. CATEGORIES OF PROVIDER

The categories of Provider shall be determined exclusively by the nature and purpose of the Contract and any renewal or extension thereof and may be (i) parties with a direct interest in aspects of the Customer's operations relating to clients, prospective clients and former clients (including but not limited to professional advisors in client matters), (ii) parties with a direct interest in the professional services aspects of the Customer's operations (including but not limited to companies providing legal training and resources), (iii) parties with a direct interest in general business aspects of the Customer's operations (including but not limited to companies providing office facilities) (iv) parties with a direct and extensive interest in IT aspects of the Customer's operations (including but not limited to companies providing computer support) and/or (iv) parties with a direct interest in the human resources aspects of the Customer's operations (including but not limited to recruitment agencies and companies administering private healthcare services). Certain Providers will belong to more than one of the categories listed.

8. PERSONAL DATA SUMMARY

The table below sets out the types of Personal Data (and the associated Data Subject) which each category of Provider is reasonably expected to process during the course of the business relationship between the Customer and the Provider.

Category of Provider	Category of Data Subject	Type of Personal Data
Parties with a direct interest in aspects of the Customer's operations relating to clients, prospective clients and former clients	Clients, prospective clients and former clients of the Customer	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p>
	Individuals with a direct interest in client,	Names, postal addresses, e-mail addresses,

	<p>prospective client and former client matters transacted by the Customer</p> <p>Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer</p>	<p>telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p> <p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p>
Parties with a direct interest in the professional services aspects of the Customer's operations	Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p>
Parties with a direct interest in general business aspects of the Customer's operations	<p>Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer</p> <p>Visitors to the Customer's website</p>	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Online identifiers such as internet protocol addresses</p>
Parties with a direct and extensive interest in IT	Clients, prospective clients and former clients of the	Names, postal addresses, e-mail addresses,

aspects of the Customer's operations	Customer	<p>telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p>
	Individuals with a direct interest in client, prospective client and former client matters transacted by the Customer	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p>
	Permanent, temporary,	Names, postal addresses,

	<p>prospective and former employees, agents, contractors and other personnel of the Customer</p> <p>Individuals with a direct interest in general business aspects of the Customer's operations</p> <p>Visitors to the Customer's website</p>	<p>e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and medical details, sex life, sexual orientation, trade union membership</p> <p>Information relating to criminal convictions that shall be subject to such consents being obtained and in place.</p> <p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Online identifiers such as internet protocol addresses</p>
<p>Parties with a direct interest in the human resources aspects of the Customer's operations</p>	<p>Permanent, temporary, prospective and former employees, agents, contractors and other personnel of the Customer</p>	<p>Names, postal addresses, e-mail addresses, telephone numbers, basic contractual and employment details</p> <p>Dates of birth, family and lifestyle details, education and training details, financial details, photographs, information in identity documents</p> <p>Special categories of Personal Data including but not limited to information revealing racial or ethnic origin, religious or philosophical beliefs, health and</p>

		medical details, sex life, sexual orientation, trade union membership Information relating to criminal convictions that shall be subject to such consents being obtained and in place.
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