



## **I Obligations of the data exporter**

The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection

- (d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the Commissioner concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from

### III. Liability and third party rights

- (b) In the event that:
- (i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - (ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
  - (iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
  - (iv) a final decision against which no further appeal is possible of a competent court of the United Kingdom rules that there has been a breach of the clauses by the data importer or the data exporter; or
  - (v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the Commissioner shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.
- (c) Either party may terminate these clauses if new UK adequacy regulations under Section 17A Data Protection Act 2018 are issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer
- (d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred

## **VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the Commissioner where required. This does not prec-4(o)11(m)]TJETQ Hcered by (i6575(he



## ANNEX A

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time - from having his data used for such purposes.

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data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) (i) such decisions are made by the data importer in entering into or performing contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

## **ANNEX B**

### **DESCRIPTION OF THE TRANSFER**

#### **Data Subjects**

The personal data transferred concern the following data subjects:

As set out in any main agreement between the parties or as otherwise transferred between the parties.

#### **Purposes of the transfer(s)**

The transfer is made for the following purposes:

For the purpose of the provision of the services under any main agreement between the parties or, where there is no agreement for the provision of services in place between the parties, for the purpose of the services that Browne Jacobson LLP is providing to its client.

#### **Categories of data:**

The personal data transferred concern the following categories:

As set out in any main agreement between the parties or as otherwise transferred between the parties.

#### **Recipients**

The personal data transferred may only be disclosed to the following recipients or categories of recipients:

The Data Importer and such other third parties as the Data Importer may transfer the personal