This Data Sharing Agreement ("**DSA**") sets out how "**we**" (also "**us**", "**our**", or "**Health Partners**") and "**you**" (also the "**Customer**" or "**Client**") will act with respect to the processing of Personal Data by each of us in connection with the Services provided under the Health Partners Standard Terms and Conditions of Supply or such other terms and conditions of supply in force from time to time between you and us (also referred to as the "**Contract**" in this DSA).

This DSA is supplemental to the Contract but is maintained separately and may be updated by us from time to time. It has effect upon the creation of the Contract and the term of this DSA will mirror the term of the Contract. In case of any conflict or inconsistency between this DSA and the Contract (including any Order), this DSA will prevail unless otherwise expressly agreed between the Parties.

Terms not otherwise defined in this DSA will have the meaning as set forth in the Contract.

1. Definitions

1.1 The following definitions apply to this DSA:

"**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**process**" or "**processing**", "**Processor**", and **"Special Category Data"** each have the meaning given to them in UK GDPR;

"**Controller Services**" means the Services to be provided by Health Partners under the Contract in the capacity of Controller;

"**Controller Services Data**" means the Personal Data processed by the Parties in the performance of the Controller Services;

"**Data Protection Laws**" means all applicable data protection and privacy legislation, regulations and guidance including:

i. Regulation (EU) 2016/679) (as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020, together forming the "**UK GDPR**") and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

ii. the Data Protection Act 2018; and

iii. all applicable law about the processing of Personal Data and privacy,

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;

"**ICO**" means the UK Information Commissioner's Office (including any successor or replacement body);

"**Order**" means any Order (as defined in the Standard Terms and Conditions of Supply (where applicable));

"**Processor Services Data**" means the Personal Data processed by Health Partners in the performance of the Processor Services;

"**Processor Services**" means the Services to be provided by Health Partners in the capacity of a Processor where the Client is the Controller; and

"**Shared Controller Services Data**" means the Controller Services Data shared between the Parties in the performance of the Controller Services, as further specified in clause 5 below**.**

1.2 Defined terms not otherwise defined in this DSA will have the meanings given in the Contract.

2. Controller Services

2.1 The Parties expressly acknowledge and agree that both Parties are independent Controllers in respect of their respective processing of Controller Services Data, on the basis that each Party determines the purpose and means of processing that data.

2.2 When sharing Shared Controller Services Data, the Parties will comply with the obligations set out in this DSA and the Data Protection Laws.

2.3 The Parties agree that they will share Shared Controller Services Data pursuant to this DSA, to the extent necessary in connection with their respective purposes and functions, and as further set out in clause 5, Table B (Shared Controller Services Data).

2.4 The Parties further agree that the Shared Controller Services Data will only be processed by them each respectively as far as is necessary according to their distinct purposes, in order to fulfil the obligations as set out in the Contract and otherwise only in compliance with the Data Protection Laws.

2.5 The Parties will be individually and independently responsible for complying with all aspects of the Data Protection Laws when respectively processing Shared Controller Services Data. In particular, each Party will be responsible for ensuring that it:

2.5.1 processes Shared Controller Services Data lawfully, fairly and transparently;

2.5.2 responds to requests from Data Subjects to exercise their Data Subject rights in respect of Shared Controller Services Data; and

2.5.3 retains Shared Controller Services Data for no longer than is necessary by reference to the purpose for which it is processed.

3. Processor Services

3.1 The Parties expressly acknowledge and agree that the Client acts as a Controller in respect of the Processor Services Data and Health Partners as a Processor in respect of such data, on the basis that the Client determines the purposes and means of processing the Processor Services Data and Health Partners acts solely under the instructions of the Client.

3.2 The Parties acknowledge that for the purposes of the Data Protection Laws, Table A (Processor Services Data) at clause 5 sets out the scope, nature and purpose of processing by Health Partners of the Processor Services Data including the duration of the processing and the types of Personal Data categories of Data Subject.

3.3 The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Processor Services Data to Health Partners for the duration and purposes of this DSA.

3.4 Without prejudice to the generality of this clause 3, Health Partners will, in relation to any Processor Services Data processed in connection with the performance by Health Partners of its obligations relating to the Processor Services Data under this DSA:

3.4.1 process that Processor Services Data only to the extent and in such a manner as is necessary for the performance of the Contract in accordance with the written instructions of the Client. Where Health Partners believes the Client's instructions do not comply with the Data Protection Laws, it will promptly notify the Client;

3.4.2 maintain the confidentiality of the Processor Services Data and will not disclose the Processor Services Data to third parties unless it is necessary for the performance of the Services under the Contract or the Client specifically authorises the disclosure, or as required by domestic law, court or regulator (including the ICO). If a domestic law, court or regulator (including the ICO) requires Health Partners to process or disclose the Processor Services Data to a third party, Health Partners must first inform the Client of such legal or regulatory requirement and give the Client an opportunity to object or challenge the requirement, unless domestic law prohibits the giving of such notice;

3.4.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Processor Services Data and against accidental loss or destruction of, or damage to, Processor Services 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 Processor Services Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Processor Services 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);

3.4.4 ensure that all personnel who have access to and/or process Processor Services Data are obliged to keep the Processor Services Data confidential;

3.4.5 not transfer any Processor Services Data outside of the European Economic Area or the United Kingdom unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(a) the transfer is pursuant to an adequacy regulation or adequacy decision (as provided for under Article 45 UK GDPR or equivalent legislation) or the Client or Health Partners has provided appropriate safeguards in relation to the transfer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) Health Partners complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Processor Services Data that is transferred; and

(d) Health Partners complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Processor Services Data;

3.4.6 assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators;

3.4.7 notify the Client without undue delay on becoming aware of a Personal Data Breach affecting Processor Services Data that is likely to result in a risk to the rights and freedoms of natural persons;

3.4.8 at the written direction of the Client, delete or return Processor Services Data and copies thereof to the Client on termination of the Contract unless required by law to store the Processor Services Data; and

3.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause insofar as it relates to Processor Services Data and allow for audits by the Client or the Client's designated auditor within mutually agreed timescales.

3.5 Upon written approval from the Client, Health Partners may appoint a third-party Processor subject to entering into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between the Client and Health Partners, Health Partners will remain fully liable for all acts or omissions of any third-party Processor appointed by it pursuant to this clause.

4. General

4.1 Both Parties agree that they will at all times during the term of the Contract respect the medical confidentiality of the Client's personnel and comply with all relevant provisions of the Data Protection Laws and any statutory rules or instruments enacted or made pursuant to it.

4.2 Liability arising in connection with processing of Personal Data pursuant to this DSA, including in relation to loss or destruction of any of such Personal Data, will be in accordance with and subject to the limitation of liability provisions of the Contract (for example, clause 11 of the Standard Terms and Conditions of Supply).

4.3 Notifications to Health Partners in relation to this DSA should be sent to dpo@healthpartnersgroup.com. Notifications to the Client will be sent to the contact specified on the Order or such other contact as notified in writing to Health Partners by the Client from time to time.

5. Data Processing Details

Table A – Processor Services Data

Description	Details
Categories of Data Subjects	Client staff

Types of Personal Data	• First and last name • Age • Sex • Employee number • Contact information (address, telephone number, and email address) • Role information / job specification • Employment history
Types of Special Category Data	Data concerning health such as background medical history, symptoms and ailments etc Racial or ethnic origin (only if relevant) Sex life or sexual orientation (only if relevant) Trade Union membership (only if relevant)
Nature and purposes of Processing	To provide the Processor Services
Duration of Processing	For the duration of the Contract insofar as it relates to Health Partners' provision of Processor Services, save where Health Partners is required to retain the Personal Data beyond the termination of the Contract where required by law and/or Health Partners' retention policy
Plan for return or destruction of Personal Data upon termination of the Contract	As set out in the DSA above

Table B – Shared Controller Services Data

Description	Details
Categories of Data Subjects whose Personal Data it is necessary to share	Client staff
Types of Personal Data it is necessary to share	• First and last name • Age • Sex • Employee number • Home address • Contact information (address, telephone number, and email address) • Role information / job specification • Employment history
Types of Special Category Data it is necessary to share	Data concerning health such as background medical history, symptoms and ailments etc. Racial or ethnic origin (only if relevant) Sex life or sexual orientation (only if relevant) Trade Union membership (only if relevant)
Necessity and purposes of data sharing	The Controller Services to be delivered under the Contract are intended to support the Client in managing the health and wellbeing of individuals for whom it is responsible. It is therefore necessary for the Client to share Shared Controller Services Data with Health Partners (for example, through referral details), and for Health Partners to collect and share Shared Controller Services Data with the Client (for example, via reports or billing data) to fulfil each of their obligations.
Duration and retention of Shared Controller	As set out above, each Party will be individually responsible for ensuring that Shared Controller Services Data is retained in accordance with Data Protection

Services Data	Laws.