DATA PROCESSING AGREEMENT

Processing Details

Subject-matter:

Healthcare Professionals (UK and ROI) in relation to their professional role

Nature and Purpose:

- Sending out communications on behalf of Licensee; and/or
- Data matching or suppression management against Licensee owned data (not other third-party owned data); and/or
- Building, managing and/or validation databases and/or lists on behalf of Licensee, and/or
- Contacting journalists, KOLS or other named contact(s) on behalf of Licensee

Types of Personal Data:

Personal data in relation to a healthcare professional's professional role including:

- Name and job title
- Roles and responsibilities
- Interests/specialties
- Organisation name and postal address (workplace)
- Telephone number and email address (workplace)
- Gender (where applicable)
- Professional qualifications and year/place of qualification
- Professional registration (i.e GMC Code)
- Interaction information and profiling (where applicable)

Duration:

- For the term of the agreement or 12 months (whichever is shortest). DPA to be reviewed annually.

Categories of Data Subject:

- Healthcare professionals (the client's customers)

Sub-processors:

When operating as a Data Processor, HSJ engages the following sub-processors for the activities listed

- Forfront (email communications sent on behalf of clients)
- Paragon (postal communications sent on behalf of clients)
- AWS (hosting of online platform)
- Merit (data validation and research on behalf of clients)

Any changes by the Company to the sub-processors set out above will be notified in writing to the Client.

This data processing agreement (DPA) shall be read in accordance with Data Protection Law, and in the event that any of the term, condition or provision of this DPA is deemed invalid, unlawful, unenforceable or non-compliant with Data Protection Law to any extent, it shall be deemed modified to the minimum extent necessary to make it valid, legal, enforceable and compliant under Data Protection Law whilst

maintaining the original intention of this DPA.

BASIS, DEFINITIONS AND INTERPRETATION

1.1 Data Protection Law: as applicable the Data Protection Act 2018, the General Data Protection Regulation (*(EU) 2016/679*), (and any UK law which implements or acts as a domestic equivalent of it in whole or in part), and any applicable laws, regulations or secondary legislation relating to privacy or data protection, as amended or updated from time to time.

1.2 Provider: As set out in the Order.

1.3 Any terms or words defined in Data Protection Law and used in a provision of this DPA relating to personal data shall, for the purposes of that provision, have the meaning set out in Data Protection Law.

1.4 In consideration of the mutual promises set out in this DPA (the sufficiency of which each party expressly acknowledges), the parties agree to amend the Agreement (as defined in the General Terms and Conditions and below) as set out below.

DATA PROTECTION

1.5 The Provider and the Customer are parties to an agreement for the provision of services which include data processing by the Provider for or on behalf of the Customer (the Agreement). This DPA is intended to ensure that the Customer's appointment of the Provider is compliant with Data Protection Law.

1.6 Both parties will comply with all applicable requirements of Data Protection Law. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.

1.7 The parties acknowledge their understanding that for the purposes of Data Protection Law, the Customer is the data controller and the Provider is the data processor in relation to any personal data processed on behalf of the Customer in connection with the performance by the Provider of its obligations under the Agreement. Where, in respect of any personal data, the Customer is a data processor on behalf of a third party, the Customer warrants that the Customer's instructions and actions regarding such personal data (including the appointment of the Provider as a data processor) have been authorised by such third party. The front sheet of this DPA and the Agreement set out the subject-matter, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data and categories of data subject. The Customer acknowledges and agrees all such details as accurate and comprehensive

1.8 Without prejudice to the generality of clause 1.6, the Customer will ensure that it has all necessary consents and notices in place to enable lawful transfer of the personal data to the Provider for the duration and purposes of the Agreement.

1.9 Without prejudice to the generality of clause 1.6, the Provider shall, where it acts as a data processor on behalf of the Customer:

1.9.1 process that personal data only on the written instructions of the Customer (and the Customer hereby instructs the Provider to process that personal data as required to perform its obligations under the Agreement) unless the Provider is required by the laws of England and Wales or of 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 Applicable Laws as the basis for processing personal data, the Provider shall 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;

1.9.2 ensure that it has in place appropriate technical and organisational measures as required by Data Protection Law;

1.9.3 ensure that all its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

1.9.4   not transfer any personal data outside of the European Union and the UK unless the prior written consent of the Customer has been obtained (save that where any personal data held by the Provider is accessed by or on behalf of the Customer from outside the European Union and the UK, the Customer hereby instructs the Provider to permit such access);

1.9.5   taking into account the nature of the processing, assist the Customer, at the Customer's cost, in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with the Customer's obligations under Data Protection Law with respect to (taking into account the information available to the Provider) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

1.9.6   notify the Customer without undue delay on becoming aware of a personal data breach, and (in with regard to its obligations under clause 1.9.8) immediately inform the Customer if (in the Provider's opinion) an instruction of the Customer's infringes Data Protection Law;

1.9.7   at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the personal data; and

1.9.8   make available to the Customer all information necessary to demonstrate its compliance with this clause and Data Protection Law (which shall remain the Provider's confidential information and which the Customer shall not disclose or use other than to confirm the Provider's compliance with Data Protection Law) and allow for and contribute to audits by the Customer or the Customer's designated auditor at the Customer's expense, on reasonable written notice during business hours and subject to such reasonable measures as the Provider (or any sub-processor) requires in relation to its security and confidentiality requirements and not causing disruption to its business activities.

1.10   The Customer specifically authorises the appointment of any sub-processor set out on the front page of this DPA or identified in the Agreement and generally authorises the Provider to appoint further or alternative sub-processors on such sub-processors' terms of business which incorporate terms which are substantially similar to those set out in this clause. Where the Provider appoints or replaces a sub-processor it shall notify the Customer in advance. If the Customer wishes to object to such changes, it may, within 30 days of receipt of the original notice, terminate on written notice without penalty the relevant services directly affected by that change. Where the Customer does not provide written notice of such termination, or continues to use such services following the change, it shall be deemed to have accepted such change. The Provider shall remain fully liable for all acts or omissions of any sub-processor engaged by it.

1.11   The Customer acknowledges that it has been provided with the Provider's security information, policies, evidence and guarantees (Guarantees), and having reviewed and considered such Guarantees, considers the measures set out in them to be such that the Provider meets the requirements of Data Protection Law in respect of its processing under the Agreement.

GENERAL

1.12   This DPA shall form part of the Agreement continue for the duration of the Provider's processing of personal data for or on behalf of the Customer under the Agreement. Any limitations on liability set out in the Agreement shall include the provisions of this DPA as this DPA is part of the Agreement.

1.13   In the event of any conflict in relation to the data protection provisions of this DPA and the Agreement, the provisions of this DPA shall prevail.

The parties hereby agree that this DPA shall be governed by and interpreted in accordance with English Law, and hereby submit to the English courts.