

ADDENDUM: DATA CONTROLLER AGREEMENT

1 Introduction

- 1.1 This agreement (the "Data Controller Agreement"), regulates Isosceles Finance Limited (the "Data Controller") in the processing of Personal Data on behalf of the client (the "Client") and is attached as an addendum to the Heads of Agreement in which the parties have agreed the terms for the Data Controller's delivery of services to the Client.

2 Data Protection

- 2.1 In this agreement, the following definitions shall apply:

'Client Personal Data' means any Personal Data provided to the Data Controller by the Client, or on the Client's behalf, for the purpose of providing Data Controller services to the Client, pursuant to the Heads of Agreement;

'Data Protection Legislation' means all applicable privacy and data protection legislation and regulations including PECR, the GDPR and any applicable national laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time;

'Controller', 'Data Subject', 'Personal Data', and 'Process' shall have the meanings given to them in the Data Protection Legislation;

'GDPR' means the General Data Protection Regulation ((EU) 2016/679); and

'PECR' means the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003).

- 2.2 The Data Controller shall be considered an independent data Controller in relation to the Client Personal Data. The Data Controller's employees and data processors will comply with all requirements and obligations applicable to the Data Controller under the Data Protection Legislation in respect of the Client Personal Data.

- 2.3 The Client shall only disclose Client Personal Data to the Data Controller where:

(i) the Client has provided the necessary information to the relevant Data Subjects regarding its use (and the Client may use or refer to the Data Controller's privacy notice available at <https://www.isoscelesfinance.co.uk> for this purpose);

(ii) the Client has a lawful basis upon which to do so, which, in the absence of any other lawful basis, shall be with the relevant Data Subject's consent; and

(iii) the Client has complied with the necessary requirements under the Data Protection Legislation to enable the Client to do so.

2.4 Should the Client require any further details regarding the Data Controller's treatment of Personal Data, please contact the Data Controller's Head of Privacy at headofprivacy@ifteam.co.uk.

2.5 The Data Controller shall only Process the Client Personal Data:

(i) in order to provide the Data Controller's services to the Client and perform any other obligations in accordance with the Data Controller's Heads of Agreement with the Client;

(ii) in order to comply with the Data Controller's legal or regulatory obligations; and

(iii) where it is necessary for the purposes of the Data Controller's legitimate interests and those interests are not overridden by the Data Subjects' own privacy rights. The Data Controller's privacy notice (available at: <https://www.isoscelesfinance.co.uk>) contains further details as to how the Data Controller may Process Client Personal Data.

2.6 For the purpose of providing the Data Controller's services to the Client, pursuant to the Data Controller's Heads of Agreement, the Data Controller may disclose the Client Personal Data to the Data Controller's regulatory bodies or other third parties (for example, the Data Controller's professional advisors or service providers). The third parties to whom the Data Controller disclose such Personal Data may be located outside of the European Economic Area (EEA). The Data Controller will only disclose Client Personal Data to a third party (including a third party outside of the EEA) provided that the transfer is undertaken in compliance with the Data Protection Legislation.

The Data Controller may disclose the Client Personal Data to other third parties in the context of a possible sale, merger, restructuring or financing of or investment in the Data Controller's business. In this event the Data Controller will take appropriate measures to ensure that the security of the Client Personal Data continues to be ensured in accordance with Data Protection Legislation. If a change happens to the Data Controller's business, then the new owners may use the Data Controller's Client Personal Data in the same way as set out in these terms.

2.7 The Data Controller shall maintain commercially reasonable and appropriate security measures, including administrative, physical and technical safeguards, to protect against unauthorised or unlawful processing of the Client Personal Data and against accidental loss or destruction of, or damage to, the Client Personal Data.

2.8 In respect of the Client Personal Data, provided that the Data Controller is legally permitted to do so, the Data Controller shall promptly notify the Client in the event that:

(a) the Data Controller receives a request, complaint or any adverse correspondence from or on behalf of a relevant Data Subject, to exercise their Data Subject rights under the Data Protection Legislation or in respect of our processing of their Personal Data;

(b) the Data Controller is served with an information, enforcement or assessment notice (or any similar notices), or receive any other material communication in respect of the Data Controller's processing of the Client Personal Data from a supervisory authority as defined in the Data Protection Legislation (for example in the UK, the Information Commissioner's Officer); or

(c) the Data Controller reasonably believes that there has been any incident which resulted in the accidental or unauthorised access to, or destruction, loss, unauthorised disclosure or alteration of, the Client Personal Data.

2.9 Upon the reasonable request of the other, the Data Controller and the Client shall each co-operate with the other and take such reasonable commercial steps or provide such information as is necessary to enable each of both parties to comply with the Data Protection Legislation in respect of the services provided to the Client in accordance with the Data Controller's Heads of Agreement with the Client in relation to those services.

3. Limitation of Liability

3.1 The total aggregate liability to the Client, of whatever nature, whether in contract, tort or otherwise, of the Data Controller for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the "Limitation of Liability" clause set out in the Heads of Agreement.

3.2 Nothing in this Data Controller Agreement will relieve the Data Controller of its own direct responsibilities and liabilities under the GDPR.

4. Entire Agreement

4.1 This agreement constitutes the entire agreement between the parties in relation to the matters set out in it and supersedes any data protection clause contained within the Heads of Agreement.

4.2 This agreement has been entered into on 25 May 2018.

5. Duration

- 5.1 The Data Controller Agreement shall remain in force until the Heads of Agreement is terminated.

6. Termination

- 6.1 Following expiration or termination of the Heads of Agreement, the Data Controller will delete or return to the Client all Client Personal Data in its possession as provided in the agreement except to the extent the Data Controller is required by applicable law to retain some or all of the Client Personal Data (in which case the Data Controller will archive the data and implement reasonable measures to prevent the Client Personal Data from any further processing). The terms of this Data Controller Agreement will continue to apply to such Client Personal Data.