



AMENDMENT OF AGENCY AGREEMENT

**Your Agency Agreement will be amended with effect from 25th May 2018
as a result of the General Data Protection Regulation (GDPR);**

1. DATA PROTECTION

Section 5) iv) Regulation and Legislation will be replaced as follows;

- a. Data Protection Acts shall mean the Data Protection Acts 1988 and 2003 as amended, updated, supplemented, repealed or replaced from time to time and includes the EU General Data Protection Regulation (Regulation 2016/679)
- b. All or any information secured, retained and held by the Parties and arising out of or in connection with this Agreement and or in pursuance hereof shall be retained and processed in accordance with the provisions of Data Protection Acts.
- c. Without prejudice to the generality of the foregoing, and to the obligations set out below, it is envisaged that each Party, as Controller, will control and process Personal Data on its own behalf only. However, in the event that Personal Data is processed by either Party (the "Processor") on behalf of the other Party (the "Controller"):
 - c.(i) the Parties agree that details of:
 - (a) the subject-matter and duration of the data processing;
 - (b) the nature and purpose of the data processing;
 - (c) the type(s) of Personal Data and categories of data subjects;
 - (d) the obligations and rights of the Controller, shall be set out in an Appendix to the Agreement;
 - c (ii) the Processor shall process such Personal Data in compliance with the provisions of Data Protection Law and, in particular
 - c (iii) shall only process such Personal Data in accordance with the documented instructions of the Controller and solely as strictly necessary for the performance of its obligations under this Agreement;
 - c (iv) shall ensure that the persons authorised by the Controller to process such Personal Data are bound by appropriate confidentiality obligations
 - c (v) shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Acts:
 - c (vi) shall not engage any sub-processor without the prior written consent of the Controller and where the Controller has consented to the appointment of a sub-processor, the Processor must not replace or engage other sub-processors without the prior written consent of the Controller;



- c (vii) where any sub-contractor of the Processor will be processing such Personal Data on behalf of the Controller, the Processor shall ensure that a written contract exists between the Processor and the sub-contractor containing clauses equivalent to those imposed on the Processor in this clause "c". In the event that any sub-processor fails to meet its data protection obligations, the Processor shall remain fully liable to the Controller for the performance of the sub-processor's obligations;
- c (viii) shall inform the Controller immediately in the event of receiving a request from a data subject to exercise their rights under Data Protection Law and shall provide such co-operation and assistance as may be required to enable the Controller to deal with such request in accordance with the provisions of Data Protection Acts
- c (ix) shall assist the Controller by implementing appropriate technical and organisational measures to allow the Controller to comply with requests from data subjects to exercise their rights under Data Protection Acts;
- c (x) shall assist the Controller in ensuring compliance with its obligations in respect of security of Personal Data under Data Protection Acts
- c (xi) shall (i) at the choice of the Controller, delete or return all such Personal Data to the Controller when the Processor ceases to provide services relating to data processing; and (ii) save as required by Applicable Law, delete all existing copies of such Personal Data:
- c(xii) Shall (i) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this clause "c"; and (ii) allow for and assist with audits, including inspections, conducted by the Controller or another auditor mandated by the Controller, in order to ensure compliance with the obligations laid down in this clause "c", including its data security obligations under Data Protection Law, provided however that the Controller shall be entitled at its discretion, to accept adherence by the Processor to an approved code of conduct or an approved certification mechanism to aid demonstration by the Processor that it is compliant with the provisions of this clause "c".
- c(xiii) shall inform the Controller immediately if in its opinion. it receives an instruction from the Controller which infringes Data Protection Acts
- c (xiv) shall notify the Controller without undue delay (and in any event within 24 hours) after becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed and provide the Controller with such co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of any such breach; and



- c(xv) no such Personal Data shall be transferred outside of the European Economic Area by the processor or any of its agents or sub-processors without the prior written consent of the Controller which consent may be subject to terms and conditions (including, without limitation, that the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Processor shall comply with the requirements of Data Protection Law in respect of transfers of such Personal Data outside of the European Economic Area, to the extent that the Controller consents to any such transfer.

2. CONTINUANCE

All other terms and conditions of this agreement are unaffected by the foregoing amendment

Signed: _____ Dated: _____