

CORYTON ADVANCED FUELS LIMITED'S DATA SHARING AGREEMENT

1. Interpretation

1.1 This Agreement is subject to the terms of the Supplier's Standard Terms and Conditions for Supply of Goods and Services (Supplier has the meaning given to it in the Standard Terms and Conditions aforementioned) ("**Terms**") and is incorporated into the Terms. Interpretations and defined terms set forth in the Terms apply to the interpretation of this Agreement.

1.2 In the case of conflict or ambiguity between any provisions of this Agreement and the provisions of the Terms, the provisions of this Agreement will prevail.

1.3 Definitions:

Agreed Purpose: has the meaning given to it in clause 2 of this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Shared Personal Data: the personal data to be shared between the parties under clause 4 of this Agreement.

Subject Access Request: the exercise by a data subject of his or her rights under Article 15 of the GDPR and the DPA 2018.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established.

1.4 **Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing** and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.

1.5 Clause headings shall not affect the interpretation of this Agreement.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural shall include the singular.

1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.9 References to clauses are to the clauses of this agreement.

1.10 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.11 A reference to **writing** or **written** includes email.

1.12 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

2. Purpose

2.1 This Agreement sets out the framework for the sharing of **Personal Data** between the Customer and the Supplier. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.

2.2 The parties consider this data sharing initiative necessary so that they may share personal data whilst or for the purpose of performing their obligations under any contract entered into between the Supplier and the Customer.

2.3 The parties agree to only process Shared Personal Data, as described in clause 4.1. The processing of the Shared Personal Data is for the purpose of performance by each party of its obligations under any contract between them (**Agreed Purpose**).

3. Compliance with national data protection laws

Each Party must ensure compliance with applicable national data protection laws at all times during the term of any contract between them to which this Agreement applies.

4. Shared Personal Data

4.1 The following types of Personal Data will be shared between the parties:

- (a) Name and contact information; and
- (b) Financial details, including but not limited to bank details.

4.2 Special categories of Personal Data will not be shared between the parties.

4.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purpose.

5. Lawful, fair and transparent processing

5.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 5.2 during the term of any contract between the Supplier and the Customer.

5.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.

6. Data quality

6.1 The Data Discloser shall ensure that Shared Personal Data is accurate.

6.2 Shared Personal Data must be limited to the Personal Data described in clause 4.1 of this Agreement, unless agreed otherwise by the parties in writing.

7. Data subjects' rights

7.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

7.2 The parties shall maintain a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

8. Data retention and deletion

8.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.

8.2 Notwithstanding clause 8.1, the parties shall continue to retain Shared Personal Data for two (2) years, for any statutory or professional retention periods applicable in their respective countries or industry and/or for 7 years if required for audit purposes (whichever is longest). At the end of any period (whichever that may be), the Data Receiver shall destroy the Shared Personal Data previously retained.

9. Transfers

9.1 For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by the Data Receiver with a third party, and shall include, but is not limited to, the following:

- (a) subcontracting the processing of Shared Personal Data;
- (b) granting a third-party controller access to the Shared Personal Data.

9.2 If the Data Receiver appoints a third-party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.

9.3 The Data Receiver may not transfer Shared Personal Data to a third party located outside the EEA unless it:

- (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
- (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

10. Security

10.1 The parties undertake to have in place throughout the term of any contract between the Supplier and the Customer that incorporates this Agreement appropriate technical and organisational security measures to:

- (a) prevent:

- (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data,
- (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.

11. Personal data breaches and reporting procedures

- 11.1 The parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).
- 11.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

12. Resolution of disputes with data subjects or the Supervisory Authority

- 12.1 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

13. Notice

- 13.1 The notice provisions contained in clause 21 of the Supplier's Standard Terms and Conditions for Supply of Goods and Services shall, for the avoidance of doubt, apply to this Agreement.

14. Warranties

- 14.1 Each party warrants and undertakes that it will:
 - (a) Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.
 - (b) Respond within a reasonable time and as far as reasonably possible to enquiries from the relevant Supervisory Authority in relation to the Shared Personal Data.
 - (c) Respond to Subject Access Requests in accordance with the Data Protection Legislation.
 - (d) Where applicable, maintain registration with all relevant Supervisory Authorities to process all Shared Personal Data for the Agreed Purpose.
 - (e) Take all appropriate steps to ensure compliance with the security measures set out in clause 10 above.
- 14.2 The Data Discloser warrants and undertakes that it is entitled to provide the Shared Personal Data to the Data Receiver and it will ensure that the Shared Personal Data is accurate.
- 14.3 The Data Receiver warrants and undertakes that it will not disclose or transfer the Shared Personal Data to a third-party controller located outside the EEA unless it complies with the obligations set out in clause 9.3 above.
- 14.4 Any limitation of liability set forth in the Terms shall apply to liability that may be attracted by either party under this Agreement.

15. Third party rights

- 15.1 Except as expressly provided in clause 7 (data subjects rights) or elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 15.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

16. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. Severance

18.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Changes to the applicable law

If the Data Protection Legislation changes in a way so that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the parties will negotiate in good faith to review the Agreement in the light of the new legislation.

20. No partnership or agency

20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. Further assurance

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

22. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Agreement or its subject matter or formation.