



EUROMTS DATA PROCESSING TERMS

(12 December 2017)

1. DATA PROTECTION TERMS

1.1 Definitions

"**Process/Processing**", "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data Breach**" and "**Special Categories of Personal Data**" shall have the same meaning as in the Data Protection Laws;

"**Data Protection Laws**" means, in relation to any Personal Data which is Processed in the performance of the Agreement, the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") on and from 25 May 2018, including any applicable legislation which substantially replaces or supersedes the foregoing;

"**Data Protection Terms**" means these terms setting out the relationship between MTS and Participant as pertains solely to matters relating to Data Protection Laws;

"**EEA**" means the European Economic Area;

"**Personal Data**" has the meaning given to it in the Data Protection Laws, and applies to the categories of Personal Data listed in Schedule 1 which are Processed by MTS in performing the Services;

"**MTS**" means MTS S.p.A. or EuroMTS Limited as the case might be depending on which of the two entities is the contracting party;

"**Standard Contractual Clauses**" means the standard contractual clauses as approved pursuant to Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and the Council, or any set of standard contractual clauses which substantially amends, replaces or supersedes the foregoing; and

"**Subprocessor**" means any Data Processor appointed by MTS.

1.2 Participant and MTS acknowledge that in respect of all Personal Data processed by LSE, Participant is the Data Controller and MTS is the Data Processor.

1.3 Participant shall provide all necessary notices to Data Subjects and procure all necessary consents in order for MTS's processing of personal data as envisaged in these Data Protection Terms and to comply with the Data Protection Legislation, including without limitation, processing for the purposes of providing the Services (as defined in the relevant Terms and Conditions). Participant shall follow any documented instructions provided to it by MTS in relation to the notices and consents to be provided to Data Subjects, including without limitation the provision of specific notices and obtaining of specific consents if requested.

1.4 MTS shall process the Personal Data only for the purposes of providing the Services and otherwise in accordance with Participant's lawful, reasonable and documented instructions



unless Processing is required by EU or Member State law to which MTS is subject, in which case MTS shall to the extent permitted by such law inform the Participant of that legal requirement before Processing that Personal Data.

- 1.5 MTS shall notify Participant if it receives a request from a Data Subject under any Data Protection Laws in respect of Personal Data processed by MTS for the purpose of providing the Services.
 - 1.6 MTS shall provide reasonable co-operation and assistance to Participant in relation to any request made by a Data Subject under any Data Protection Laws in respect of Personal Data processed by MTS for the purposes of providing the Services.
 - 1.7 Except where statutory guidance indicates that a Personal Data Breach is not required to be notified by a Data Processor to a Data Controller, MTS shall notify the Participant without undue delay upon becoming aware of a Personal Data Breach and shall provide reasonable co-operation and take reasonable commercial steps as directed by the Participant to assist in the investigation, containment, notification and remediation of a Personal Data Breach, provided that, to the extent that a Personal Data Breach does not result from a breach by MTS of its obligations, the Participant shall reimburse MTS in full for all costs reasonably and properly incurred by MTS performing its obligations under this clause 1.6 (including internal costs and third party costs including proportionate legal fees).
 - 1.8 Participant acknowledges and hereby authorises MTS to engage third-party Subprocessors in connection with provision of the Services.
 - 1.9 Upon request, MTS shall make available to Participant the current list of Subprocessors engaged for the provision of the Services. Such Subprocessor lists shall include the identities of those Subprocessors and their country of location.
 - 1.10 Any Subprocessors will be permitted to obtain Personal Data only for the purposes referred to in clause 3 and shall be prohibited from using Personal Data for any other purpose. MTS remains fully liable to the Participant for its Subprocessors' compliance with any applicable obligations under this clause. Any Subprocessors to whom MTS transfers Personal Data shall have entered into written agreements with MTS requiring that the Subprocessor abide by terms no less protective than those set out in these Data Protection Terms.
 - 1.11 To the extent that Processing by a Subprocessor occurs outside of the EEA, MTS will take steps to ensure that any transfer of Personal Data is in compliance with the Data Protection Laws. Where required, MTS will use reasonable commercial efforts to procure that a Subprocessor enters into the Standard Contractual Clauses with Participant.
 - 1.12 Other than in compliance with clause 1.11, MTS will not, without the prior consent of the Participant, Process Personal Data outside of the EEA.
 - 1.13 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Participant and MTS shall each implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the Processing contemplated by the provision of the Services.
 - 1.14 The Participant represents, undertakes and warrants that:
 - 1.14.1 in the term during which Services are provided to Participant, all Personal Data Processed by MTS and its Subprocessors on behalf of the Participant has been
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and shall be collected and processed by the Participant in accordance with Data Protection Laws;

- 1.14.2 it is authorised to instruct MTS to Process any Personal Data Processed by MTS in accordance with this Agreement on behalf of any other entity which is a Data Controller of such Personal Data.
 - 1.15 The Participant shall indemnify and hold harmless MTS and any Subprocessors authorised by Participant in accordance with these Data Protection Terms against all losses, fines and regulatory sanctions arising from any claim by a third party or regulator arising from any breach by the Participant of these Data Processing Terms.
 - 1.16 MTS shall ensure that all MTS personnel authorised to Process Personal Data on behalf of the Participant have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - 1.17 Always provided that MTS shall not be required to provide or permit access to information concerning:
 - 1.17.1 MTS's internal pricing information;
 - 1.17.2 all information relating to other clients of MTS;
 - 1.17.3 any MTS non-public external reports; and
 - 1.17.4 any internal reports prepared by the MTS's internal audit function;
 - MTS shall at Participant's cost, assist Participant in complying with its obligations under the Data Protection Legislation, by making available to Participants the information necessary to demonstrate its compliance with the Data Protection Legislation and allowing for and contributing to audits and inspections of its security measures by engaging once per calendar year a third party security professional to verify the adequacy of its security measures and making a confidential audit report available to Participants on request.
 - 1.18 MTS shall cease Processing the Personal Data within 90 days upon the termination of the provision of Services and as soon as possible thereafter at the choice of the Participant, either return, or delete from its systems, the Personal Data, unless EU, Member State or local laws requires longer storage of such Personal Data. If the Participant does not inform MTS of its choice to require the return or deletion of such Personal Data within 90 days of the termination of the provision of Services then the Participant shall be deemed to have chosen the deletion of the Personal Data.
 - 1.19 The Participant acknowledges that MTS may continue to process information derived from Personal Data in anonymised, aggregated reports during the term and following termination of the Agreement.
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Schedule 1 - Categories of Personal Data

MTS may Process the following categories of Personal Data (in each case only where relevant and where required by Applicable Law):

- Name (both given and family name);
- Date of birth; and
- Country identifier (e.g. national insurance number, passport number, tax number).

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