



# Data Protection

Schedule 2 to Short form SAAS  
Agreement (for Risk Profiler and Advisa  
Centa Products)



## Schedule 2

### DATA PROTECTION

#### 1. DATA PROTECTION

- 1.1. “**Data Protection Law**” means the retained General Data Protection Regulation 2016 ((EU) 2016/679) and any successor or delegated legislation and any national implementing laws, including but not limited to the Data Protection Act 2018, regulations and secondary legislation, as amended or updated from time to time, in the UK, including where applicable the guidance and codes of practice issued by the Information Commissioner, the Financial Conduct Authority, the Article 29 Working Party or relevant supervisory authority from time to time; and all Applicable Law in any jurisdiction relating to the processing or protection of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner, the Financial Conduct Authority, the Article 29 Working Party or relevant supervisory authority from time to time.
- 1.2. Both parties will comply with all applicable requirements of Data Protection Law.
- 1.3. The parties acknowledge that for the purposes of Data Protection Law, the Customer is the Data Controller and the Supplier is the Data Processor of the Personal Data (where **Data Controller**, **Data Processor** and **Personal Data** have the meanings as defined in Data Protection Law). Appendix 1 of this Schedule 2 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of Data Subject (as defined in Data Protection Law).
- 1.4. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.
- 1.5. The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
  - a) process that Personal Data only on the written instructions of the Customer unless the Supplier is required under Applicable Law to process Personal Data. Where the Supplier is relying on Applicable Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required under Applicable Law unless the Supplier is prohibited from so notifying the Customer under Applicable Law;
  - b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against



accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d) not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations and the Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
- g) 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
- h) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1.4 and at the Customer's cost, allow for audits by the Customer or the Customer's designated auditor.

1.6. The Customer consents to the Supplier appointing Cyberfort Limited with registered address at Ash Radar Station, Marshborough Road, Sandwich, Kent,



CT13 OPL and registration number 05038041 as a third-party processor of Personal Data under this Agreement. The Supplier confirms that it has entered into a written agreement incorporating terms which are substantially similar to those set out in this Schedule. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule.

- 1.7. The Supplier will confirm to the Customer, on request, which hosting provider is being used for the Customer's data. The Supplier confirms that it has entered into a written agreement incorporating terms which are substantially similar to those set out in this Schedule. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Schedule.
- 1.8. The Customer acknowledges and agrees that to the extent that the Supplier is required to provide assistance in connection with requests or directions by the Customer or a regulatory authority (in connection with the Customer's business or any member of the Customer's Group business) the Supplier shall be entitled to charge at its standard charge rates for the relevant resources engaged in providing that assistance.



## Schedule 2 - Appendix 1

### DATA PROTECTION

#### Description of the Processing of Personal Data

NB This appendix is not applicable for Products which do not involve the processing of personal data.

#### 1. Subject Matter

Current services are:

Products as detailed in an Order form.

#### 2. Nature

Automated Processing activities, such as storage, retrieval, analysing, printing, marketing, etc.

#### 3. Purpose

To provide on-line financial planning Products to the Customer.

#### 4. Categories of Personal Data

Advisa Centa Products: Name, address and date of birth.

Risk profiling Products: Name only.



## 5. Sensitive Personal Data

None

## 6. Categories of Data Subjects

Consumers, members of pension plans.

## 7. Recipients of the Personal Data

All Personal Data is hosted with the Supplier's approved UK hosting provider.

## 8. Data Transfers

The Personal Data will be stored by the Supplier's hosting provider, whose servers are located in the UK. The Supplier will only access the data if there is a ticket raised by a Customer relating to a fault with the Product.

## 9. Retention

The Personal data will be retained for a period of 6 years following the termination of the Agreement.

## 10. Supplier DPO

Beverley Dinerstein

Email: [legal@ev.uk](mailto:legal@ev.uk)

