

18. TERMINOLOGY

In addition to any terms defined elsewhere in this Agreement, words and phrases with defined meanings in the Data Acts have the same meanings when used in this Agreement, and unless otherwise defined in this Agreement the following terms shall bear the meaning given to them when used in this Agreement:

“Data Acts” means up to and including 24 May 2018, the Data Protection Acts of 1984 and 1998 and from and including 25 May 2018, the GDPR as applied and supplemented by the laws of England and as in force from time to time, and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, or, where relevant, the European Union, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or, where relevant, a European Union judicial authority.

“GDPR” means the General Data Protection Regulation (EU) 2016/679 as applied and supplemented by the laws of England and as in force from time to time.

“Personal Data” has the meaning given to it in the Data Acts, but shall only include personal data to the extent that such personal data, or any part of such personal data, is processed under this Agreement.

“Replacement National Legislation” means legislation in the United Kingdom which is enacted to cover, in whole or part, the same subject matter as the GDPR.

19. DATA SHARING AND DATA PROTECTION

- 19.1. If the GDPR ceases to apply to the United Kingdom, references to the GDPR, to provisions within it and to words and phrases with defined meanings in it, shall be deemed references to Replacement National Legislation, the nearest equivalent provisions in it and the nearest equivalent words and phrases in it (as the case may be).
- 19.2. We and you will comply with the Data Acts applicable to us and you in connection with this Agreement, and will not cause the other party to breach any of its obligations under the Data Acts.
- 19.3. You have provided and will provide to us Personal Data about your Associates who are individuals. You are a data controller of that Personal Data, and when you have provided it to us, we and you acknowledge that we will become a data controller of that Personal Data.
- 19.4. We agree only to process Personal Data that is shared with us by you for the purposes that have been explained to the relevant individual in the data protection notices set out in or referred to in the Appendix to this module.
- 19.5. There is an obligation on you and us under the Data Acts to provide certain information to individuals when we collect Personal Data from them. You therefore agree to promptly give notice, on our behalf, of the manner in which we may process Personal Data to your Directors, shareholders, Associates, and, if you have a Disclosed Facility with us, your sole trader and partnership debtors and to individuals in your corporate debtors, in the form appearing in the Appendix to this module, as amended by us from time to time.

- 19.6. You agree only to process Personal Data for the purposes that you have previously explained to individuals whose Personal Data is affected, in accordance with the Data Acts.
- 19.7. You warrant, undertake and agree that:
- a. you have a valid legal basis for the processing of such Personal Data and for transferring such Personal Data to us so that we may lawfully process the Personal Data in accordance with this Agreement;
 - b. where you have a Disclosed Facility with us and provide Personal Data to us, you have provided the relevant individuals with the data protection notices referred to in clause 19.5 above;
 - c. to us and any information in relation to such Personal Data that you provide to us is correct, complete and not misleading;
 - d. your own privacy notices are clear, compliant with the Data Acts and provide sufficient information to data subjects for them to understand what is happening to their Personal Data;
 - d. you will delete Personal Data at the end of processing in accordance with your obligations under the Data Acts; and
 - e. as a data controller that is sharing Personal Data with us, you will assess the effectiveness of your data sharing with us under this Agreement no less than once per year during the term of this Agreement. We and you will then agree any changes to the sharing of Personal Data and to this Agreement that are necessary in order to facilitate the effectiveness of such sharing.
- 19.8. The following types of Personal Data may be shared between you and us during the term of this Agreement:
- a. names of Debtors;
 - b. contact details of Debtors, including addresses, phone numbers and email addresses;
 - c. the amount of money owed to you by Debtors;
 - d. details relating to Debtors' accounts with you;
 - e. name, personal address, date of birth, personal telephone/mobile number, personal email address.
- 19.9. Sensitive/special categories of Personal Data (as defined in the Data Acts) will not be shared between you and us.
- 19.10. Individuals have the right to obtain certain information about the processing of their Personal Data known as a subject access request. We and you are separately responsible for dealing with subject access requests that we and you receive. We and you each agree to provide reasonable assistance on request as is necessary to enable us and you to comply with subject access requests and to respond to any other queries or complaints from data subjects.
- 19.11. If there is a serious Personal Data breach that affects the sharing of Personal Data between us and you, and which could put us or you in breach of the Data Acts, you and we will notify each other as soon as possible after you or we become aware of the Personal Data breach and, in any event, within 1 Working Day of becoming aware of the Personal Data breach. We and you then agree to provide reasonable assistance to each other on request as is necessary to facilitate the handling of such a Personal Data breach in a manner which is compliant with the Data Acts.
- 19.12. You will indemnify and keep us indemnified against any cost, charge, damages, fines,

expense or loss which we incur as a result of your breach of any of the provisions of this clause 19.

20. APPENDIX

Privacy Notice:

Novuna means Mitsubishi HC Capital UK PLC trading as Novuna Business Cash Flow, registered in England with the number 01630491.

In order to: (i) enter into a contract with (the "Supplier") for financing services; and (ii) to collect money that is owed to the Supplier or Novuna by you, your personal data will be passed to Novuna by the Supplier. Novuna will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). Novuna may also make periodic searches at CRAs to manage their risk. To do this, where Novuna hold your personal data, Novuna will supply it to CRAs and they will give Novuna information about you. This will include information about your financial situation and financial history. CRAs will supply to Novuna both public (including the electoral register) and shared credit and fraud prevention information.

Novuna will use this information to:

- Assess your creditworthiness and whether you, your financial associate(s), or your business can afford to pay any debts owed to the Supplier or to Novuna;
- Verify the accuracy of the data you have provided to the Supplier and which the Supplier has provided to Novuna;
- Prevent criminal activity, fraud and money laundering; and
- Trace and recover debts.

Novuna will continue to exchange information about you with CRAs while the Supplier has a relationship with Novuna, and you are a debtor of the Supplier.

Novuna may also inform the CRAs about your settled debts. Where you do not repay your debts in full and on time, CRAs may record the outstanding debt, and this information may be supplied to other organisations by CRAs.

If you have a financial associate or business partner, Novuna may link your records together, so you should make sure you discuss this with them, and share with them this information. CRAs will also link your records together and these links will remain on your and their files until such time as you or your associate or partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at any of these three links. Each link will take you to the same CRAIN document: Callcredit: www.callcredit.co.uk/crain; Equifax: www.equifax.co.uk/crain; Experian: www.experian.co.uk/crain. You can find further information about how Novuna collect, use and disclose personal information about you at www.novuna.co.uk/business-cash-flow/privacy-notice/