

## HL DATA Processing Agreement

This Agreement is supplemental to our Standard Terms & Conditions or any other agreed terms and conditions

HENRY LING LIMITED shall comply with Data Protection Legislation when processing Personal Data either under this Agreement, the Purchase Order or any other written instructions from a Customer

HENRY LING LIMITED is a Typesetter, Printer, Binder, and provider of storage and fulfilment services

The scope of the processing carried out by HENRY LING LIMITED under this Agreement is as follows:

- scope, nature and purpose of the processing: to provide, or support the provision of, the Services described in the Purchase Order and Purchase Order or any other written instructions from a Customer;
- the duration of the processing: the term of the Agreement
- or, if the processing relates only to the Services provided under a Purchase Order, the duration of that Purchase Order;
- types of Personal Data and categories of data subjects: the Personal Data processed includes but is not limited to names, contact information, relating to the Customer's subscribers, Customer's employees and stakeholders, and other individual persons who have a relationship with the Customer or are involved in the receipt of Services.

HENRY LING LIMITED confirms that it acts as processor for the Customer in relation to Personal Data, and HENRY LING LIMITED shall:

- only process Personal Data on the documented instructions of the Customer (which shall include the provision of Services) unless required to process that Personal Data for other purposes by UK Law. Where such a requirement is placed on HENRY LING LIMITED it shall provide prior notice to the Customer unless the relevant law prohibits the giving of notice on important grounds of public interest;
- inform the Customer if, in its opinion, the Customer's instructions would be in breach of Data Protection Legislation;
- provide reasonable assistance to the Customer to respond to requests from individuals exercising their rights under Data Protection Legislation;
- promptly notify the Customer if it receives a request from an individual attempting to exercise their rights under Data Protection Legislation. HENRY LING LIMITED shall act in accordance with the Customer's instructions when dealing with that request;
- provide reasonable assistance to the Customer to conduct privacy impact assessment (and any related consultations) where required under Data Protection Legislation.

The Customer confirms that it shall act as controller for HENRY LING LIMITED in relation to Personal Data, and shall:

- Instruct HENRY LING LIMITED to process Personal Data mindful that HENRY LING LIMITED shall process the Personal Data on the documented instructions.
- demonstrate consent of Data Subjects to processing of their personal data for the provision of the Services using reasonable efforts to verify parental consent where the services include the processing of the personal data of a child (below the age of 16 years).
- warrants and acknowledges that it is fully accountable for compliance with the following Data Protection Principles; lawfulness, fairness and transparency; purpose limitation; data minimisation; accuracy; storage Limitation; and integrity and confidentiality.

HENRY LING LIMITED shall not make a Restricted International Transfer of Personal Data without:

- obtaining the Customer's consent;
- taking such measures as the Customer may reasonably specify to ensure such transfer complies with Data Protection Legislation including, at the request of the Customer, entering into (or procuring that such other persons as the Customer may reasonably specify enter into) standard contractual clauses with the Customer (or such other person as the Customer may reasonably specify) as set out by the data protection legislation.

HENRY LING LIMITED shall implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. That shall include:

- ensuring any of its employees or agents or other persons to whom it provides access to Personal Data are obliged to keep it confidential;
- the use of pseudonymisation and encryption of Personal Data, where appropriate;
- measures to ensure the ongoing confidentiality, integrity, availability and resilience of HENRY LING LIMITED's systems and services;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data;
- assisting the Customer to comply with its own data security obligations under Data Protection Legislation.

The Customer shall implement appropriate technical and organisational measures to protect Personal Data that shall include:

- the use of HENRY LING LIMITED'S SFTP site to ensure that your data transfers are secure (we do not want to receive personal data as email attachments) SFTP = Secure File Transfer Protocol

- the use of pseudonymisation and encryption of Personal Data, where appropriate;
- maintaining confidentiality;
- restoration of access following physical/technical incidents and;
- regular testing of measures 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.

The Customer shall rectify inaccurate Personal Data without undue delay upon request from Data Subjects and take action where consent is withdrawn or is obligatory under Data Protection Act 2018, to erase Personal Data without undue delay.

HENRY LING LIMITED shall notify the Customer immediately should it become aware of, or reasonably suspect there has been, a security breach leading to the accidental or unauthorised loss, alteration or disclosure of Personal Data (a “**Security Breach**”). As part of that notification, HENRY LING LIMITED shall provide:

- a description of the nature of the Security Breach, including the volume and type of Personal Data affected and the categories and approximate number of individuals concerned;
- the likely consequences of the Security Breach
- a description of the measures taken or proposed to be taken to address the Security Breach including, where appropriate, measures to mitigate its possible adverse effects.

HENRY LING LIMITED shall not engage any other processor (including any sub-contractor) to process Personal Data without the Customer’s prior written consent. HENRY LING LIMITED shall ensure that it has a written contract with each such further processor it engages to process Personal Data. That contract must impose obligations on the processor equivalent to those set out in this Clause, and HENRY LING LIMITED shall ensure the processor complies with those obligations.

For mailing we use Royal Mail and they are the data controller and have publicly available policies. <https://www.royalmail.com/gdpr>

At the request of the Customer, HENRY LING LIMITED shall provide evidence of its compliance with this Clause and allow the Customer to audit that compliance (either itself or by using an auditor nominated by the Customer).

We keep this under regular review. Please ensure you look at it regularly to be aware of any updates. [www.henryling.co.uk/processing\\_addendum](http://www.henryling.co.uk/processing_addendum)

**Version History v4.0 2024**