



DATA SHARING AGREEMENT

INDEPENDENT CONTROLLER TO CONTROLLER

This Data Sharing Agreement forms part of Purchase Order between the Data Partner (the "Controller") and Client (the "Controller") to reflect the Parties' agreement with regard to the processing and sharing of Client Data, including Personal Data, in compliance with applicable Data Protection Laws. All capitalised terms not defined herein shall have the meaning set forth in the General Conditions.

BACKGROUND

- (A) In the course of providing the Services to the Client pursuant to the Agreement, the Parties need to share Personal Data with one another.
- (B) This Agreement sets out the terms and conditions upon which the parties will share such Personal Data.

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in this Agreement:

- (a) **"Complaint"** means a complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority relating to the foregoing (and Complainant means the Supervisory Authority, Data Subject or other person initiating or conducting a Complaint);
- (b) **"Disclosing Party"** means the Party sharing Personal Data pursuant to this Agreement;
- (c) **"Data Controller"** or **"Controller"** shall be as defined by the applicable Data Protection Laws. Where not defined it means the entity which determines the purposes and means of





the Processing of Personal Data.

- (d) **“Data Protection Laws”** means all applicable data protection and privacy laws in force from time to time relating to the Processing of Personal Data, including without limitation: (i) the UAE Federal Law No. 45 of 2021 on the Protection of Personal Data, UAE Federal Law No. 15 of 2020 on Consumer Protection, (ii) in the United Kingdom, the Data Protection Act 2018; the UK GDPR; the Data (Use and Access) Act 2025, the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) (as amended); (iii) in the European Union, the General Data Protection Regulation ((EU) 2016/679) (**“GDPR”**), the Privacy and Electronic Communications Directive 2002/58/EC (as amended), together with any applicable national implementing laws, regulations and secondary laws; and (iv) in Switzerland, the Swiss Federal Data Protection Act of 25 September 2020 including its implementing ordinances (Bundesgesetz über den Datenschutz) (**“FADP”**); in each case as amended, superseded and replaced from time to time and together with the guidance and codes of practice issued by any relevant Supervisory Authority and applicable to a party;
- (e) **“Data Subject”** shall be as defined by the applicable Data Protection Laws. Where not defined it means the individual to whom Personal Data relates.
- (f) **“Receiving Party”** means, the Party receiving Personal Data pursuant to this Agreement;
- (g) **“Effective Date”** means the date of signing this Agreement by both Parties;
- (h) **“Permitted Purposes”** means the purposes for which the Client Data may be shared and processed, as agreed between the Parties in accordance with this Agreement and applicable Data Protection Laws.
- (i) **“Personal Data”** shall be as defined by the applicable Data Protection Laws. Where not defined it means any information which alone or in combination with other information can be used to identify a living individual where protected under Data Protection Laws;
- (j) **“Personal Data Breach”** shall be as defined by the applicable Data Protection Laws. Where not defined it means a breach of security leading to the accidental or unlawful destruction,





- loss, alteration, unauthorised disclosure of, or access to, Personal Data. This includes breaches that are the result of both accidental and deliberate causes;
- (k) **“Processing”** shall be as defined by the applicable Data Protection Laws. Where not defined it means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organisation, storage, adaptation or alteration, retrieval, disclosure or otherwise making available, duplication, transmission, combination, blocking, redaction, erasure or destruction;
- (l) **“Shared Personal Data”** means Personal Data received by the Receiving Party from or on behalf of the Disclosing Party, or otherwise made available by the Disclosing Party for the Permitted Purposes.
- (m) **“Supervisory Authority”** means any regulator, authority or body responsible for administering Data Protection Laws.

2. INTRODUCTION

- 2.1. This Agreement sets out the framework for the sharing of Personal Data when the Disclosing Party discloses Personal Data to Receiving Party, where Receiving Party is an independent Controller of Shared Personal Data. It defines the principles and procedures that the parties will adhere to and the responsibilities the parties owe to each other.
- 2.2. For the avoidance of any doubt each Party shall be a Controller of (i) the Shared Personal Data which will be shared and managed in accordance with the terms of this Agreement and (ii) any other Personal Data it may Process pursuant to this Agreement.

3. COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS

- 3.1. Each Party shall comply with all applicable requirements of the Data Protection Laws in the performance of its respective rights and obligations under this Agreement. This Agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.





- 3.2. If any Shared Personal Data originates from any country with one or more laws imposing data transfer restrictions or prohibitions on transfers of such data (including any data localisation requirements), Data Partner shall ensure an appropriate transfer mechanism (satisfying the country's data transfer requirement(s)) is in place, before transferring or accessing such Shared Personal Data outside of such country and compliance with any related requirements.

4. **LAWFUL, FAIR AND TRANSPARENT PROCESSING**

- 4.1. Each Party will ensure that it has a legal basis under Data Protection Laws on which to process Shared Personal Data.
- 4.2. To the extent required by Data Protection Laws, each Party undertakes to inform Data Subjects of the purposes for which it will process their Personal Data, the legal basis for such Processing purposes and any other information which needs to be provided in order to comply with the transparency obligations under Data Protection Laws.

5. **DATA QUALITY**

- 5.1. Disclosing Party will ensure that the Shared Personal Data are accurate prior to sharing such data with Receiving Party.
- 5.2. Disclosing Party will notify Receiving Party without undue delay in the event it transpires that any of the Shared Personal Data are not accurate and, where possible, will provide such additional information as may be necessary to rectify the Shared Personal Data.

6. **DATA SUBJECT REQUESTS, PERSONAL DATA BREACH AND COMPLAINTS**

- 6.1. The Parties each agree to provide such assistance to one another as is reasonably required to enable the other Party to comply with requests from Data Subjects to exercise their rights under Data Protection Laws within the time limits imposed by Data Protection Laws.
- 6.2. If a party ("**Compromised Party**") suffers a Personal Data Breach affecting Shared Personal Data received from the party ("**Non-Compromised Party**"), it will notify the Non-





- Compromised Party without undue delay after becoming aware of the Personal Data Breach.
- 6.3. For the avoidance of doubt, the Compromised Party will be solely responsible for complying with its obligations under Data Protection Laws in respect of such personal data breach, including, if applicable, reporting the breach to the appropriate Supervisory Authority and / or notifying affected Data Subjects.
- 6.4. Subject to the remainder of this Agreement, as between the Parties, responsibility for compliance with and responding to:
- 6.4.1. Each Party's respective obligations in respect of any Personal Data Breach (including notification of the Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Compromised Party (or any third party with whom it has shared such data) falls on the Compromised Party; and
- 6.4.2. Each Party's respective obligations in respect of any other obligation under the Data Protection Laws (including any obligation to notify the Supervisory Authority and/or Data Subject(s) of any other Personal Data Breach) falls on each Party subject to such obligation(s).
- 6.5. Each Party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each Party with their respective compliance with the Data Protection Laws and in relation to all Complaints and Data Subject Requests.
- 7. TECHNICAL AND ORGANISATION MEASURES**
- 7.1. Disclosing Party shall only provide Shared Personal Data to Receiving Party by using industry standard secure methods.
- 7.2. The Parties shall at all times implement and maintain throughout the Term appropriate technical and organisational security measures to ensure the protection of the rights of Data Subjects under Data Protection Laws and as otherwise required to meet the requirements of both parties under the Data Protection Laws to:





(a) prevent:

- unauthorised or unlawful processing of Shared Personal Data; and
- the accidental loss or destruction of, or damage to, Shared Personal Data

(b) ensure a level of security appropriate to:

- the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- the nature of the Shared Personal Data to be protected.

7.3. The parties will keep security measures under review and will carry out such updates as they agree are appropriate throughout the Term.

7.4. Without prejudice to the foregoing, the Parties have implemented the technical and organisational security measures **to protect Client Data in accordance with applicable Data Protection Laws.**

8. MISCELLENEOUS

8.1. If during the Term, the Data Protection Laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree to negotiate in good faith to review the Agreement in the light of the new legislation.

8.2. The Parties have designated main and authorised representatives for the purposes of this Agreement and the Collaboration. Any changes or updates to the main or authorised representatives of either Party must be communicated in writing to the other Party.

8.3. Except as expressly stated in this Agreement, each Party shall pay its own costs and expenses incurred in connection with the performance of this Agreement.





9. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY

- 9.1. In the event of a dispute or claim brought by a data subject or 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.
- 9.2. The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by a 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.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. This Agreement and the relationship between the Parties shall be governed by, and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates (as applied by the Courts of the Emirate of Dubai).
- 10.2. If any dispute or grievance arises out of or in connection with this Agreement, each Party agrees that the dispute or grievance will be notified in writing to the other Party and discussed between Authorised Representatives of each Party and any other relevant representatives of each Party who have the authority to settle the dispute.
- 10.3. If the above mentioned Authorised Representatives or representatives cannot agree and are unable to resolve the dispute by direct good faith negotiation within thirty (30) days from the date such a dispute was raised by a Party and communicated to the other Party in writing (or any other period mutually agreed between the Parties), the dispute shall be referred to and finally settled by the Courts of the Emirate of Dubai (excluding the DIFC Courts). The Parties agree unconditionally and irrevocably that the Courts of the Emirate of Dubai (excluding the DIFC Courts) shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.





- 10.4. Data Partner hereby unconditionally and irrevocably renounces any right it may have to challenge in any other jurisdiction or arbitral system the decision of the Courts of the Emirate of Dubai.

