

## DATA SHARING AGREEMENT

### PARTIES

- (1) Flexioffices Ltd, a registered Company in England and Wales with registration number 3940270, whose registered office is at The Bloomsbury Building, 10 Bloomsbury Way, London, WC1A 2SL (“**Flexioffices**”), and
  - (2) You, the provider of office space (“**the Company**”),
- (each of Flexioffices and the Company being a **party** and together Flexioffices and the Company are the **parties**).

### BACKGROUND

- A The parties have identified a requirement to share the Shared Data for the Permitted Purpose.
- B The parties have decided to create a framework for the ad-hoc sharing of the Shared Data, which is likely to require sharing of the Shared Personal Data.
- C The parties have agreed certain technical and organisational measures to ensure that the Shared Data, and in particular, the Shared Personal Data, is shared in a secure manner, and managed as set out at Schedule 3.

### THE PARTIES AGREE:

#### 1 Definitions and interpretation

##### 1.1 In this Agreement:

- Applicable Law** means:
- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the services are provided to or in respect of;
  - (b) the common law and laws of equity as applicable to the parties from time to time;
  - (c) any binding court order, judgment or decree;
  - (d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business;
- Business Day** means a day, other than a Saturday or a Sunday or a public holiday, when banks are open for non-automated commercial business;
- Complaint** means a complaint or request relating to either party’s obligations under Data Protection Laws relevant to this Agreement, including any

	compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority;
<b>Data Controller</b>	has the meaning given to that term (or to the term ' <b>controller</b> ') in Data Protection Laws;
<b>Data Processor</b>	has the meaning given to that term (or to the term ' <b>processor</b> ') in Data Protection Laws;
<b>Data Protection Laws</b>	means any Applicable Law relating to the processing, privacy, and use of Personal Data, as applicable to Flexioffices, the Company and/or the services, including: <ul style="list-style-type: none"> <li>(a) in the United Kingdom: <ul style="list-style-type: none"> <li>(i) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 95/46/EC (<b>Data Protection Directive</b>) or Directive 2002/58/EC (<b>ePrivacy Directive</b>); and/or</li> <li>(ii) the General Data Protection Regulation (EU) 2016/679 (<b>GDPR</b>), and/or any corresponding or equivalent national laws or regulations (<b>Revised UK DPLaw</b>);</li> </ul> </li> <li>(b) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority;</li> </ul>
<b>Data Subject</b>	has the meaning given to that term in Data Protection Laws;
<b>Data Subject Request</b>	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
<b>Permitted Purpose</b>	means the purpose described in Schedule 1 (The Shared Data and Data Subjects);
<b>Personal Data</b>	has the meaning given to that term in Data Protection Laws;
<b>Personal Data Breach</b>	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Shared personal data.
<b>Processing</b>	has the meanings given to that term in Data Protection Laws (and related terms such as <b>process</b> have corresponding meanings);
<b>Shared Data</b>	means data received from or on behalf of Flexioffices, or otherwise made available to the Company for the Permitted Purpose, including the data described in Schedule 1 (The Shared Data and Data Subjects) and including the Shared Personal Data;

<b>Shared Personal Data</b>	means Personal Data received from or on behalf of Flexioffices, or otherwise made available to the Company for the Permitted Purpose, including the data described in Schedule 1 (The Shared Data and Data Subjects);
<b>Staff</b>	means all persons employed by a party to perform its obligations under this Agreement together with that party's officers, staff, other workers, agents, Subcontractors engaged in the performance of its obligations under this Agreement;
<b>Subcontractor</b>	means each of: (a) each of the subcontractors, agents, representatives and consultants of a party engaged in the performance of that party's obligations under this Agreement or who provides or is involved in the use by that party of the Shared Data from time to time; and (b) each of the subcontractors, agents, representatives and consultants of a party's Subcontractor engaged in the performance of that party's obligations under this Agreement or who provides or is involved in the use by that party of the Shared Data from time to time (and so on);
<b>Supervisory Authority</b>	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.
<b>Technical and Organisational Measures</b>	means the technical and organisational measures to protect the Shared Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected and which are set out in Schedule 3 (Technical and Organisational Measures);

1.2 In this Agreement:

- 1.2.1 a reference to this Agreement includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.8 a reference to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including particularly the GDPR and/or the Revised UK DP Law) and the equivalent terms defined in such Applicable Laws, once in force and applicable;
- 1.2.9 a reference to a law includes all subordinate legislation made under that law; and  
in the case of any inconsistency between any provision of the schedules to this Agreement and any term of this Agreement, the latter shall prevail.

## **2 Term**

This Agreement shall start on the Commencement Date and shall continue unless either party terminates this Agreement sooner in accordance with this Agreement.

## **3 Basis for sharing**

- 3.1 Flexioffices shall share and the Company shall manage the Shared Data in accordance with this Agreement.
- 3.2 Flexioffices and the Company shall comply with all Data Protection Laws in respect of the performance of their obligations under this Agreement.
- 3.3 The parties agree that:
  - 3.3.1 for the Shared Personal Data, Flexioffices and the Company shall be Data Controllers;
  - 3.3.2 this Agreement relates to ad-hoc data sharing and
  - 3.3.3 it is necessary to share the Shared Data to achieve the Permitted Purpose.
- 3.4 In consideration of the sharing of the Shared Data, the parties have agreed the terms set out in this Agreement.
- 3.5 The parties shall comply with Schedule 2 (Basis for sharing).

## **4 Technical and Organisational Measures**

When sharing or managing the Shared Personal Data, the parties shall comply with the Technical and Organisational Measures, and other terms set out at Schedule 3 (Technical and Organisational Measures).

## **5 Fair and transparent processing**

- 5.1 Flexioffices shall ensure that prior to sharing the Shared Personal Data:
  - 5.1.1 the Shared Personal Data has been collected, processed and transferred in accordance with the Data Protection Laws as applicable to that Shared Personal Data;

- 5.1.2 all appropriate privacy notices comply with the Data Protection Laws and provide to each Data Subject sufficient information so as to enable fair processing of the Shared Personal Data;
- 5.1.3 all appropriate privacy notices have been made available to each relevant Data Subject as necessary to permit the sharing for the Permitted Purpose;
- 5.1.4 that if a Data Subject has withdrawn their consent, or a Data Subject has requested that their personal data is no longer processed by Flexioffices, for the relevant processing, then their personal data has not been included in the Shared Personal Data;

## **6 Accuracy of data**

- 6.1 Each party shall keep Personal Data which it holds, and which it intends to form part of the Shared Personal Data and Shared Data, up to date.

## **7 Flexioffices' obligations**

- 7.1 Flexioffices warrants that it will:

- 7.1.1 respond to enquiries from Data Subjects and the applicable Supervisory Authority concerning processing of the Shared Personal Data by the Company, including a Data Subject Request, Complaint, audit or investigation, unless the parties have agreed that the Company will so respond, in which case Flexioffices will still respond to the extent reasonably possible and with the information reasonably available to it if the Company is unwilling or unable to respond. Responses will be made within a reasonable time.

- 7.2 Flexioffices warrants that:

- 7.2.1 the Shared Personal Data has been collected, processed and transferred in accordance with the Data Protection Laws as applicable to that Shared Personal Data;

- 7.2.2 where the Company seeks to rely on the consent of a Data Subject in order to process the Shared Personal Data, such consents have been recorded accurately, and evidence of such consents, and the applicable privacy notice and fair processing information, have been provided to the Company as part of the Shared Data;

- 7.2.3 where the Shared Personal Data includes data that has been received by Flexioffices from a third party, or has been processed by a third party on behalf of Flexioffices, it has in place arrangements with those third parties which are adequate to permit Flexioffices to share the Shared Personal Data with the Company, and for the Company to process such data for the Permitted Purpose and otherwise in accordance with this Agreement.

## **8 The Company's obligations**

- 8.1 The Company warrants that it will:

- 8.1.1 implement the Technical and Organisational Measures;

- 8.1.2 implement procedures so that any third party it authorises to have access to the Shared Personal Data, including data processors, will respect and maintain the confidentiality and security of the Shared Personal Data. Any person acting under the authority of the Company, including a data processor, shall be obligated to process the Shared Personal Data only on instructions from the Company. This provision does not apply to persons authorised or required by law or regulation to have access to the Shared Personal Data;

## **9 Termination**

- 9.1 Flexioffices or the Company may terminate this Agreement for convenience on not less 90days prior written notice to the other.
- 9.2 Either party may terminate this Agreement at any time by giving notice in writing to theother party if:
- 9.2.1 the other party commits a material breach of this Agreement and such breach is notremediable;
  - 9.2.2 the other party commits a material breach of this Agreement which is not remediedwithin 5 Business Days of receiving written notice of such breach;
  - 9.2.3 any consent, licence or authorisation held by the other party is revoked or modifiedsuch that the other party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
- 9.3 Either party may terminate this Agreement at any time by giving notice in writing to theother party if that other party:
- 9.3.1 stops carrying on all or a significant part of its business, or indicates in any way thatit intends to do so;
  - 9.3.2 is unable to pay its debts either within the meaning of section 123 of the InsolvencyAct 1986 or if the terminating party reasonably believes that to be the case;
  - 9.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act1986;
  - 9.3.4 has a receiver, manager, administrator or administrative receiver appointed over allor any part of its undertaking, assets or income;
  - 9.3.5 has a resolution passed for its winding up;
  - 9.3.6 has a petition presented to any court for its winding up or an application is made foran administration order, or any winding-up or administration order is made against it;
  - 9.3.7 is subject to any procedure for the taking control of its goods that is not withdrawnor discharged within five Business Days of that procedure being commenced;
  - 9.3.8 has a freezing order made against it;
  - 9.3.9 is subject to any recovery or attempted recovery of items supplied to it by a supplierretaining title to those items;
- 9.4 The right of a party to terminate the Agreement shall not apply to the extent that the relevant procedure is entered into for the purpose of solvent amalgamation, reconstructionor merger (where applicable) where the solvent amalgamated, reconstructed or merged party agrees to adhere to this Agreement.
- 9.5 If a party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Agreement under this clause, it shall immediatelynotify the other party in writing.
- 9.6 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities ofeither party at any time up to the date of termination.

## **10 Consequences of termination and exit**

- 10.1 After the expiry of this Agreement:

- 10.1.1 Each Party will process the Shared Personal Data in accordance with Data Protection Laws.
- 10.2 Any clauses in this Agreement that are expressly stated to apply after the expiry of this Agreement shall continue in full force and effect after such expiry.
- 11 Assignment**
- No party may assign any of its rights under this Agreement, in whole or in part, without the other's prior written consent (such consent not to be unreasonably withheld or delayed).
- 12 Succession**
- This Agreement shall be binding upon, and ensure to the benefit of, each of the parties, their respective personal representatives and their respective successors in title.
- 13 Variation**
- No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.
- 14 Entire agreement**
- 14.1 The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 15 Notices**
- 15.1 Notices under this Agreement shall be in writing and sent to a party's registered office as set out on the first page of this Agreement or email address set out below. Notices may be given, and shall be deemed received:
- 15.1.1 by first-class post: 2 Business Days after posting;
- 15.1.2 by airmail: 7 Business Days after posting;
- 15.1.3 by hand: on delivery;
- 15.1.4 by email to [assist@flexioffices.com](mailto:assist@flexioffices.com) in the case of Flexioffices
- 15.2 This clause does not apply to notices given in legal proceedings or arbitration.
- 16 No partnership or agency**
- Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.
- 17 Severance**
- If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 18 Waiver**
- No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

**19 Compliance with law**

Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

**20 Conflicts within agreement**

If there is a conflict between the terms contained in the main body of this Agreement and the terms of the schedules, appendices or annexes to this Agreement, the terms of the main body of the Agreement shall prevail.

**21 Counterparts**

21.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original and such counterparts taken together shall constitute one and the same agreement.

21.2 Each party may evidence their signature of this Agreement by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement.

**22 Language**

22.1 The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be in English.

22.2 If this Agreement and any document relating to it is translated, the English version shall prevail.

**23 Third party rights**

No one other than a party to this Agreement shall have any right to enforce any of its provisions.

**24 Governing law**

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

SCHEDULE 1  
THE SHARED DATA AND DATA  
SUBJECTS

Description	Details
Permitted Purpose	Flexioffices Ltd will use our online presence to identify clients with new requirements for office space. Flexioffices Ltd will then introduce these clients to you so that you can contact them and have an opportunity to show them your office space and secure them as new tenants within your buildings.
Shared Data	<p>Whilst the extent of data shared will vary from client to client, Flexioffices Ltd may share with you some or all of the following –</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Company name</li> <li>• Telephone number</li> <li>• Email address</li> <li>• Size of office needed</li> <li>• Search location</li> <li>• Current office address</li> <li>• Type of business</li> <li>• Reasons for move</li> <li>• Start date</li> <li>• Budget</li> <li>• Key driving factors</li> <li>• Any further commentary about the requirement</li> </ul> <p>This will enable you to present the client with the most appropriate office solutions within your portfolio</p>
Shared Personal Data	<p>Audience Data:</p> <p>Any or all of the following –</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Telephone number</li> <li>• Mobile number</li> <li>• Email address</li> <li>• Address</li> </ul>
Categories of Data Subject	Private individuals and employees of companies

SCHEDULE 2  
BASIS FOR SHARING

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**1 Conditions for processing the Shared Personal Data**

1.1 Flexioffices considers that it may share the Shared Personal Data with the Company on the legal basis of:

1.1.1 consent

**2 Risks of data sharing and mitigation measures**

2.1 The parties have determined the following risks may arise from sharing the Shared Personal Data, and have agreed measures to remove or mitigate such risks, including those measures set out in this Agreement:

2.1.1 Non-GDPR compliant consent from the data subjects.

SCHEDULE 3  
TECHNICAL AND ORGANISATIONAL MEASURES

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**1 The agreed measures**

- 1.1 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 parties shall implement appropriate Technical and Organisational Measures to ensure a level of security appropriate to the risk, which shall include the measures set out in this Schedule 3.
- 1.2 In assessing the appropriate level of security, the parties have taken account in particular of the risks that are presented by processing in the manner anticipated by this Agreement, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

**2 Security management**

- 2.1 Flexioffices shall ensure the Shared Data is transferred to the Company using the following security measures:
- 2.1.1 Emails to the Company are sent from a secure email server housed in a secure data centre. We only send to emails that are provided by our Providers. In some cases, where the Provider requests, the email includes an attachment which contains structured content, in XML format, of the lead. The email and attachments are sent using the SMTP protocol. Emails are not sent directly from the CRM software. Instead they are queued and sent in batches every 5 minutes. The result of the transmission, for each email, is stored. This ensures that email transmission can be re-tried in the event of a failure.
- 2.2 All Shared Data shall be kept by the Company securely and it shall use all reasonable security practices and systems applicable to the use of the Personal Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Shared Data.