nBS TPI Data Protection Schedule

In this Schedule the following definitions shall apply:

"Applicable Law"	means all applicable laws, statutes, enactments, regulations, declarations decree, directive, legislative enactment, order, binding decisions of a competent Court or Tribunal, regulation, rule, regulatory policies, guidelines, codes, other binding restriction, regulatory permits and licences applicable under law which are in force from time to time during the term of the Agreement , including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any regulatory authority or body to which a Party is subject from time to time as the same are amended, consolidated, modified, re-enacted or replaced;
"Data Controller", **"Data Processor"**, **"Data Subject" and "Processing"**	shall have the meaning given to those terms in the Data Protection Legislation, and **"Process"** and **"Processed"** shall be construed accordingly;
"Data Exporter"	means a Party being the Controller of the Shared Data which is subject to a Restricted Transfer;
"Data Importer"	means a Party (or any of its Group) which receives Shared Data as a result of a Restricted Transfer;
"Data Protection Impact Assessment"	means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, as required by Article 35 of the UK GDPR;
"Data Protection Legislation"	means: a) any Applicable Law which applies to each Party in any territory in which they Process Personal Data and which relates to the protection of individuals with regards to the Processing of Personal Data and privacy rights, including without limitation the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("EEA") and in relation to the United Kingdom ("UK") the Data (Use and Access) Act 2025, the Data Protection Act 2018 as amended by the Data (Use and Access) Act 2025 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586). As amended to be referred to as PECR, DPA 2018 and the UK GDPR respectively; b) any code of practice or guidance published by a Regulator from time to time; and/or c) any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court;

"Data Processing Particulars"	means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects; as set out in Appendix 1.
"Data Subject"	means an identified or identifiable natural person to whom Personal Data relates, regardless of whether the person can be identified directly or indirectly;
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Legislation in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"Data Protection Complaint"	means any complaint, expression of dissatisfaction, concern, allegation, notice or communication, whether written or verbal and whether formal or informal, direct or indirect, received from or on behalf of a Data Subject which relates to or may relate to or may reasonably be understood to relate to the Processing of Personal Data in a manner that infringes Data Protection Legislation;
"Data Transfer"	means transferring Personal Data to, and/ or accessing Personal Data from and/ or Processing Shared Data within, a jurisdiction or territory that is a Restricted Country;
"Data Transfer Agreement"	means as applicable: a) the standard contractual Clauses approved by the European Commission for transfers from Controllers in the European Economic Area to Processors outside the European Economic Area (being the paragraphs contained in the European Commission's Decision 2021/914/EU), as updated and/or amended from time to time; b) the standard contractual clauses adopted by the government of the United Kingdom, or approved by the government of the United Kingdom as updated, replaced, consolidated and/or amended from time to time, for transfers of Personal Data from a UK Controller to a Processor in a Restricted Country; or c) any standard contractual clauses adopted under the Applicable Laws to which a Data Exporter is subject, as updated and/or amended from time to time, for transfers of Personal Data from the Data Exporter acting as a Controller to a Processor in a Restricted Country;

"**Good Industry Practice**"	means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances which does not prejudice goodwill or commercial interests;
"**Government Access**"	means: (a) a request for disclosure of Shared Data transferred in accordance with Paragraph 3.12 by a public authority under the laws of the country of destination; or (b) where the TPI is aware direct access to Shared Data transferred in accordance with Paragraph 3.12 by a public authority under the laws of the country of destination;
"**Group**"	means each company which is either at the date of this Agreement or at any time in the future being a subsidiary or holding company of one of the parties or a subsidiary of any such holding company. For the purposes of this Agreement "holding company" and "subsidiary" shall have the meanings assigned to each of them in the Companies Act 2006 (as amended);
"**ICO**"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"**ICO Correspondence**"	means any correspondence or communication (whether written or verbal) from the ICO;
"**Intellectual Property Rights**"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"**Losses**"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"nBS"	means npower Business Solutions which is the trading name of Npower Commercial Gas Limited;

"**Permitted Purpose**"	means the purpose of the Processing as set out in more detail in the Data Protection Particulars;
"**Permitted Recipients**"	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (*Data Processing Particulars);*
"**Personal Data**"	means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (*Data Processing Particulars*);
"Personal Data Breach"	has the meaning set out in the Data Protection Legislation and for the avoidance of doubt, includes a breach of Paragraph 3.1.2;
"**Personnel**"	means all persons engaged or employed from time to time by either Party in connection with this Agreement, including employees, consultants, contractors and permitted agents;
"**Regulator**"	means any local or national 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, providing guidance on, supervising and enforcing Data Protection Legislation, including in the United Kingdom the Information Commissioner's Office, or any successor or replacement body from time to time;
"**Restricted Country**"	means a country, territory or jurisdiction which (i) is not covered by an adequacy determination by a competent authority with jurisdiction over the Data Exporter (ii) or otherwise in relation to which a transfer restriction applies under the Applicable Laws of the Data Exporter;
"**Restricted Transfer**"	means (i) a transfer of Shared Data to a Restricted Country; or (ii) an onward transfer from a Data Importer to a third party, in each case where such transfer would be prohibited by Data Protection Legislation in the absence of a legal transfer mechanism permitted by the Data Protection Legislation;
"**Security Requirements**"	means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;
"Sensitive Personal Data"	referred to in the UK GDPR as "special categories of personal data" has the meaning set out in the Data Protection Legislation;
"Shared Data"	means in the case of the TPI the Personal Data which is provided to the TPI by nBS under or in relation to this Agreement and in the case of nBS means the Personal Data that is provided to nBS by the TPI under or in relation to this Agreement;
"**Special Category Personal Data**"	means information which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, and data concerning health or a person's sex life or sexual orientation;

"**Sub-Processor**"	means a third party (including a sub-contractor or any Group company or affiliate, or any Data Importer)) to carry out Processing in connection with the Services;
"TPI"	means a Thirds Party Intermediary, as more particularly defined under the Agreement;
"**Third Party Request**"	means a written request from any third party for disclosure of (or access to) Shared Data, including a Government Access request or otherwise, where compliance with such request is required or purported to be required by Applicable Law;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and retained by the European Union (Withdrawal Agreement) Act 2020.

1. ARRANGEMENT BETWEEN THE PARTIES

This Schedule forms part of and is incorporated into the TPI Framework Agreement between nBS and TPIs for the introduction of business energy customers herein referred to as the "Agreement".

1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties agree that the Processing under this Agreement will be as follows:

1.1.1 the Parties shall each Process the Personal Data;

1.1.2 each Party shall act as a Data Controller in respect of the Processing of Personal Data on its own behalf and in particular each shall be a Data Controller of the Personal Data acting individually and in common, as follows:

(a) nBS shall be a Data Controller where it is Processing the Personal Data in relation to providing Services to a Customer;

(b) The TPI shall be a Data Controller where it is Processing the Personal Data in relation to allowing nBS to provide Services to a Customer;

(c) nBS shall be a Data Processor where it is Processing the Personal Data in relation to the Permitted Purpose in connection with the performance of its obligations under this Agreement;

(d) The TPI shall be a Data Processor where it is Processing the Personal Data in relation to the Permitted Purpose in connection with the performance of its obligations under this Agreement.

1.2 Notwithstanding Paragraph 1.1.2 if either Party is deemed to be a joint Data Controller with the other in relation to the Personal Data, the Parties agree that they shall:

1.2.1 be jointly responsible for the compliance obligations imposed on a Data Controller by the Data Protection Legislation, and the Parties shall co-operate to do all necessary things to enable performance of such

compliance obligations, save that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph **Error! Reference source not found.** where Personal Data has been transmitted by it, or while Personal Data is in its possession or control; and

1.2.2 acting reasonably and in good faith seek by way of variation or additional agreement or arrangement, to document the parties' respective obligations in accordance with Data Protection Legislation (particularly in respect of communications with Data Subjects, third parties and the Regulator, including in respect of transparency requirements and notification obligations).

Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) of this Schedule is an accurate description of the Data Processing Particulars.

1.3 Each Party agrees that in performing its obligations under this Agreement, it shall comply with the obligations imposed on it under the Data Protection Legislation.

Contact Details

1.4 The Parties each acknowledge and agree that they may need to Process Personal Data in relation to each Party's representatives (in their respective capacities as Controllers) in order to (as appropriate):(a) administer and provide the Services; (b) request and receive the Services; (c) compile, dispatch and manage the payment of invoices relating to the Services; (d) manage the Agreement and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Services; and (f) comply with their respective regulatory obligations.

1.5 Each Party shall Process such Personal Data for the purposes set out in Paragraph 1.5 in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Personal Data with members of their Group and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in Paragraph 1.5, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

2. **DATA CONTROLLER OBLIGATIONS**

2.1 Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Legislation.

2.2 Without limiting the generality of the obligation set out in Paragraph 2.1, in particular, each Party shall:

2.2.1 where required to do so make due notification to the ICO;

2.2.2 ensure that it is not subject to any prohibition or restriction which would:

(a) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;

(b) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or

(c) prevent or restrict the other Party Processing the Personal Data as envisaged under this Agreement; and

2.2.3 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each

Party to Process the Personal Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under this Agreement in accordance with the Data Protection Legislation;

2.2.4 ensure that all Personal Data disclosed or transferred to, or accessed by, the other Party is accurate and up to date, as well as adequate, relevant and not excessive to enable either Party to Process the Personal Data as envisaged under this Agreement;

2.2.5 ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and where requested provide to the other Party evidence of its compliance with such requirement in relation to Personal Data received from the other Party;

2.2.6 only transfer Personal Data received from the other Party under this Agreement to a Restricted Country where appropriate measures have been put in place to make such transfers lawfully in accordance with the Data Protection Legislation;

2.2.7 notify the other Party promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request, Data Protection Complaint or ICO Correspondence, which relates directly or indirectly to the Processing of the Personal Data received from the other Party under this Agreement or to either Party's compliance with the Data Protection Legislation, and together with such notices, shall provide a copy of such Data Subject Request, Data Protection Complaint or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.7, each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request, Data Protection Complaint or ICO Correspondence;

2.2.8 [promptly (and, in any event, within twenty-four (24) hours) notify the other Party in writing upon it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

(a) implement any measures necessary to restore the security of compromised Personal Data; and

(b) support the other Party to make any required notifications to the ICO Commissioner and affected Data Subjects;

2.2.9 take reasonable steps to ensure the reliability of any Personnel who have access to the Personal Data;

2.2.10 hold the information contained in the Personal Data received from the other Party confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;

2.2.11 not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects.

3. **OBLIGATIONS FOR WHERE THE TPI ACTS AS A DATA PROCESSOR ON BEHALF OF NBS**

3.1 Notwithstanding Paragraphs 2.1 to 2.2 above, to the extent that the TPI is acting as a Data Processor for and on behalf of nBS (as the Data Controller) in relation to the Processing that it is carrying out arising out of, or in connection with, the Permitted Purpose, it shall:

3.1.1 only process Shared Data for and on behalf of nBS for the purposes of performing its obligations under this Agreement, and only in accordance with the terms of this Agreement and any instructions from nBS;

3.1.2 ensure that appropriate operational and technical measures are in place and to safeguard against any unauthorised or unlawful Processing of Shared Data and against accidental loss or destruction of, or damage to, Shared Data and where requested provide to nBS evidence of its compliance with such requirements;

3.1.3 keep a record of any Processing of Shared Data it carries out on behalf of nBS;

3.1.4 unless prohibited by law, notify nBS immediately (and in any event within twenty-four (24) hours of becoming aware of the same) if it considers, in its opinion (acting reasonably) that it is required by Applicable Law to act other than in accordance with the instructions of nBS, including where it believes that any of nBS's instructions under Paragraph 3.1 infringes any of the Data Protection Legislation;

3.1.5 only disclose the Shared Data to its Personnel that are required by the TPI to assist it in meeting its obligations under this Agreement and shall ensure that no other Personnel have access to Shared Data;

3.1.6 take all reasonable steps to ensure the reliability and integrity of any of the Personnel who shall have access to Shared Data, (including, without limitation, ensuring such Personnel have undergone reasonable levels of training in Data Protection Legislation and in the care and handling of Personal Data) and ensure that each member of Personnel shall have entered into appropriate contractually-binding confidentiality undertakings;

3.1.7 hold the Shared Data in such a manner that it is capable of being distinguished from other data or information processed by the TPI;

3.1.8 within thirty (30) calendar days of a request from nBS, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by nBS (and/ or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Schedule (*Data Protection*), and provide reasonable information, assistance and co-operation to nBS, including access to relevant Personnel and/ or, on the request of nBS, provide nBS with written evidence of its compliance with the requirements of this Schedule (*Data Protection*);

3.1.9 not disclose Shared Data to a third party (including a sub-contractor or any Group company or affiliate, or any Data Importer)) to carry out Processing in connection with the Services (**"Sub-Processor"**) in any circumstances without nBS's prior written consent, save in relation to transfers made pursuant to Paragraphs 3.6 to 3.9 (*International Transfers*) or Paragraph 4 (*Appointing Sub-Contractors*) of this Agreement; and/or Third Party Requests where the TPI is prohibited by law or regulation from notifying nBS, in which case it shall use reasonable endeavours to advise nBS in

advance of such disclosure and in any event as soon as practicable thereafter not make (nor instruct or permit a third party to make) a Data Transfer without the prior written consent of nBS;

3.1.10 promptly comply with any request from nBS to amend, transfer or delete any Shared Data or respond to any request for support, information or action required by nBS within such timescales as notified to it by nBS and where no such timescale is provided respond promptly to ensure that nBS meets its duties under the Data Protection Legislation in a timely manner;

3.1.11 notify nBS promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach:***;***

(a) promptly provide nBS with a report containing details about the nature of the data loss event and provide nBS with further information in phases, as details become available;

(b) investigate the incident and its cause;

(c) not make any public statements relating to the incident without the prior written approval of the nBS;

(d) seek to recover the compromised data and as soon as practicable and implement any measures necessary to restore the security of compromised Shared Data; and

(e) assist nBS to make any notifications to a Regulator and affected Data Subjects;

(f) notify nBS promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request, Data Protection Complaint or ICO Correspondence and shall:

(i) not disclose any nBS Data in response to any Data Subject Request, Data Protection Complaint or ICO Correspondence without nBS's prior written consent;

(ii) provide nBS with all reasonable co-operation and assistance required by nBS in relation to any such Data Subject Request, Data Protection Complaint or ICO Correspondence; and

(iii) subject to requirements in Clause 3.1.12 for data deletion, must preserve relevant logs, communications, call recordings, access records, decision-making records or/and any other record which may be reasonably understood to contain information to assist nBS to meet its obligations to resolve Data Protection Complaints in accordance with Data Protection Legislation;

3.1.12 except to the extent required by Applicable Law, upon the earlier of:

(i) termination or expiry of this Agreement (as applicable); and/ or

(ii) the date on which Shared Data is no longer relevant to, or necessary for, the Permitted Purpose,

the TPI shall cease Processing all Shared Data and return and/ or permanently and securely destroy so that it is no longer retrievable (as directed in writing by nBS) all Shared Data and all copies in its possession or control and, where requested by nBS, certify that such destruction has taken place.

3.1.13 comply with the obligations imposed upon a Data Processor under the Data Protection Legislation and shall co-operate with nBS and take all such action as is necessary to enable nBS to comply with its obligations under the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause nBS to breach any of its obligations under the Data Protection Legislation, expressly and without limitation, the Processor shall comply with the obligations set out in Articles 28(2), (3), and (4) of the UK GDPR; and

3.1.14 use all reasonable endeavours, in accordance with Good Industry Practice, to assist nBS to comply with the obligations imposed on nBS by the Data Protection Legislation, including:

(i) compliance with the Security Requirements;

(ii) obligations relating to notifications required by the Data Protection Legislation to the ICO and/ or any relevant Data Subjects; and

(iii) undertaking any Data Protection Impact Assessments (and, where required by the Data Protection Legislation, consulting with the ICO in respect of any such Data Protection Impact Assessments).

3.2 Notwithstanding anything in this Agreement to the contrary, this Schedule (*Data Protection*) shall continue in full force and effect for so long as the TPI Processes any Shared Data.

3.3 Except as otherwise provided, this Agreement does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any Personal Data.

3.4 Each of the Parties acknowledges and agrees that Appendix 1 is an accurate description of the Data Protection Particulars.

3.5 Notwithstanding anything in this Agreement to the contrary, Paragraph 3.1 shall continue in full force and effect for so long as the Data Processor Processes any Personal Data.

International Transfers

3.6 The TPI shall not and shall ensure no Sub-Processor shall make a Restricted Transfer unless (i) it has first notified nBS at least 30 days prior to the Processing taking place and allow nBS within this time to object to the Sub-Processing;

3.7 For all transfers of Personal Data outside the UK and EEA the TPI shall put in place measures to ensure compliance with Data Protection Legislation including but not limited to:

3.7.1 entering into, or procuring that any Sub-Processors enter into relevant Data Transfer Agreements;

3.7.2 assess importing country's laws and standards in relation to the protection of Personal Data and compatibility with Data Protection Legislation;

3.7.3 carrying out due diligence on any Sub-Processor(s) (such measures to include, without limitation, completing due diligence forms, carrying out transfer risk assessments or implementing appropriate technical security measures);

3.7.4 ensuring there are no changes to the Processing locations or onwards transfers of Shared Data to any other locations, without seeking nBS's consent pursuant to this Paragraph 3.7 and in each case which TPI acknowledges may include the incorporation of the Data Transfer Agreement and such other technical and organisational measures as nBS deems necessary for the purpose of protecting Shared Data and ensuring that the Data Subjects have enforceable rights and effective remedies.

3.8 Provided nBS has not raised any objections to a Restricted Transfer in accordance with Clause 3.6, or where nBS has raised objections in accordance with Clause 3.6 and the objections have been dealt with satisfactorily (in nBS's reasonable opinion) by the TPI, the TPI shall during the term promptly notify nBS in any circumstances where the level of protection of Shared Data in any importing country is not equivalent to the Data Protection Legislation (due to a change in law or otherwise) or otherwise if such any transfer which was lawful subsequently becomes unlawful. Upon a notification in accordance with this Paragraph 3.8, the Parties shall discuss an alternative basis for the transfer (if available) and, where possible, the TPI shall seek to identify and implement alternative measures, for example supplementary technical and security measures, to ensure compliance with the Data Protection Legislation. If no such alternative safeguards can be ensured or supplementary measures put in place nBS shall have the right to terminate this Agreement, or where the services affected by the data transfer can be separated from the remainder Services such that the impact on the remainder Services is not significant to nBS (as determined by nBS), terminate the applicable Services to which the data transfer relates.

3.9 The TPI shall reimburse any liabilities, costs, expenses, damages and losses incurred by nBS following a breach of any Data Transfer Agreement by any Data Importer (a "**Data Export Loss**") as if such Data Export Loss had been caused by the TPI.

3.10 The TPI acknowledges and agrees nBS may be required under Data Protection Legislation to notify Regulators and/or Data Subjects as to the compliance of transfers to a Restricted Country including disclosing the relevant risk transfer assessments, without notice to the TPI or any Sub-Processor.

3.11 Nothing in this Agreement is intended to undermine or conflict with any terms of the relevant Data Transfer Agreement. In the event of any conflict, the terms of the Data Transfer Agreement shall prevail.

Third Party Requests

3.12 Where the TPI or any Sub-Processor or any of their Sub-Processors, in each case who receive Shared Data as part of a Restricted Transfer, or any other third party recipients of Shared Data receive a Third Party Request or becomes aware of Government Access in relation to Shared Data transferred to it (the "**Receiving Party**"), the TPI shall, unless prohibited by Applicable Law from doing so, promptly (and in any event within forty-eight (48) hours) notify nBS and provide all information available to it (including in the case of a Third Party Request, the requesting authority, legal basis for the request and any initial response provided).

3.13 Where the Receiving Party is prohibited by Applicable Law from notifying nBS of a Third Party Request or Government Access, it shall use its best efforts to obtain a waiver of the prohibition to notify nBS and communicate to any entity requesting such disclosure the following message: "*The information you wish to access is the legal responsibility of nBS). nBS requests in the strongest terms that, before any further steps are taken, you consult nBS urgently by contacting nBS's Data Protection Officer".*

3.14 In the event of a request referred to in Paragraph 3.12, the Receiving Party shall:

3.14.1 review the legality of the request and exhaust all remedies to challenge the request if it concludes there are grounds under the Applicable Laws of the country of receipt to do so. No disclosure shall be made until required under applicable procedural rules;

3.14.2 document its assessment and challenge of the request for disclosure and to the extent permitted under the Applicable Laws of the Data Importer make this available to nBS and a Regulator upon request from such party; and

3.14.3 only provide the minimum amount of information possible, based on a reasonable interpretation of the request, including without limitation, redacting any Confidential Information and Shared Data which is not necessary for the purposes of the request.

3.15 In any event, if the request is made to a Data Importer, which as a result of the Third Party Request is no longer able to comply with the Data Transfer Agreement, it shall in accordance with Paragraph 3.8 notify nBS of such inability.

3.16 The TPI shall ensure the obligations set out in Paragraphs 3.12 to 3.15 are included within the applicable data processing or sharing agreements it has with any other Receiving Party.

3.17 Where the TPI reasonably believes it is obliged under Applicable Law or the Data Transfer Agreement to notify a Regulator or Data Subjects of any Third Party Request on any other compliance breach under Data Protection Legislation, the TPI shall seek the consent of nBS (which shall not be unreasonably withheld).

Confidentiality of Personnel

3.18 The TPI shall ensure that all persons authorised by TPI to process the nBS Data are subject to appropriate contractually-binding confidentiality undertakings to maintain the confidentiality of the Shared Data and that they receive periodic data security and privacy training. Such persons include those who Process the Shared Data or whose roles relate to procuring, developing and/or maintaining technical infrastructure or tools used to Process Shared Data.

4. **APPOINTING SUB-CONRTACTORS**

4.1 The Data Processor shall be permitted to appoint a sub-contractor in accordance with this Paragraph 4.1 and to disclose Personal Data to such sub-contractor for Processing in accordance with the Data Processor's obligations under this Schedule provided always that:

4.1.1 the Data Processor undertakes thorough due diligence on the proposed sub-contractor, including a risk assessment of the information governance-related practices and processes of the proposed sub-contractor, which shall be used by the Data Processor to inform any decision on appointing the proposed sub-contractor;

4.1.2 the Data Processor provides the Data Controller with full details of the proposed sub-contractor (including the results of the due diligence undertaken in accordance with Paragraph 4.1.1 before its appointment and the Data Controller has consented to such appointment in writing;

4.1.3 the sub-contractor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in Paragraph 1 to **Error! Reference**

source not found. and the Data Controller is a named third party beneficiary to the contract; and

4.1.4 the sub-contractor's right to Process Personal Data terminates automatically on expiry or termination of this Agreement for whatever reason.

4.2 Notwithstanding any consent or approval given by the Data Controller under Paragraph 4.1.1, the Data Processor shall remain primarily liable to the Data Controller for the acts, errors and omissions of any sub-contractor to whom it discloses Personal Data, and shall be responsible to the Data Controller for the acts, errors and omissions of such sub-contractor as if they were the Data Processor's own acts, errors and omissions to the extent that the Data Processor would be liable to the Data Controller under this Agreement for those acts, errors and omissions.

APPENDIX 1
DATA PROCESSING PARTICULARS

The subject matter and duration of the processing	*The Processing of Personal Data in connection with the performance and administration of the Agreement and the provision of services to Customers, including the arrangement, administration and management of energy supply contracts and associated services.* *The Processing shall continue for the duration of the Agreement and thereafter only for such period as is necessary to comply with applicable legal, regulatory and contractual requirements, subject to the retention, return and deletion requirements set out in this Agreement.*
The nature and purpose of the processing	*The collection, recording, organisation, storage, consultation, use, disclosure, transfer and other Processing of Personal Data as necessary for nBS and the TPI to perform their respective obligations under the Agreement, including:* *(a) facilitating the provision of Services to Customers;* *(b) arranging, administering and managing Customer accounts, energy supply contracts and associated services;* *(c) communicating with Customers and their representatives;* *(d) administering billing, payment and invoicing arrangements;* *(e) responding to enquiries, requests and complaints;* *(f) administering and managing the Agreement and resolving any disputes arising in connection with it; and* *(g) complying with applicable legal and regulatory obligations.*
The type of personal data being processed	*Normal categories of Personal Data, which may include:* *(a) names;* *(b) job titles, roles and positions;* *(c) business contact details, including business addresses, telephone numbers and email addresses;* *(d) Customer account and contract information, to the extent that such information constitutes Personal Data;* *(e) site and meter information associated with an identifiable individual, including MPANs, MPRNs and meter serial numbers;* *(f) correspondence, communications and records of interactions;*

	(g) billing, payment and transaction information; and *(h) any other Personal Data reasonably required for the performance, administration or management of the Agreement or the provision of the Services.* *No Special Category Personal Data is intended to be Processed under the Agreement.*
The categories of data subjects	*The Personal Data Processed may relate to:* *(a) Customers who are natural persons, including sole traders and partners;* *(b) directors, officers, employees, workers and other representatives of Customers and prospective Customers;* *(c) authorised Customer contacts and account administrators;* *(d) personnel, representatives and authorised contacts of the TPI; and* *(e) other individuals whose Personal Data is provided or Processed where reasonably necessary in connection with the Agreement or the provision of the Services.*