

**Wilson Wraight LLP**  
**Data Processing Addendum (UK GDPR)**

Version: March 2026

This Data Processing Addendum ("Addendum") forms part of the agreement between Wilson Wraight LLP ("WW", "we", "us") and the Client ("you").

### **1. Definitions**

Data Protection Legislation means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and all applicable laws and regulations relating to the processing of personal data, as amended from time to time.

Controller, Processor, Personal Data and Data Subject have the meanings given to them in Data Protection Legislation.

### **2. Roles of the Parties**

For the purposes of Data Protection Legislation, you are the Data Controller and WW is the Data Processor.

### **3. Scope of Processing**

WW shall process Personal Data solely for the purpose of providing professional consultancy, recruitment, employment and related services to you.

### **4. Processor Obligations**

WW shall process Personal Data only on your documented instructions, unless required to do so by UK law. Any verbal instructions must be confirmed in writing without undue delay.

WW shall ensure that persons authorised to process Personal Data are subject to confidentiality obligations.

WW shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

### **5. Data Subject Rights and Assistance**

WW shall assist you, at your cost, in responding to requests from Data Subjects and in ensuring compliance with your obligations under Data Protection Legislation, including in relation to security, breach notifications, and impact assessments.

### **6. Personal Data Breaches**

WW shall notify you without undue delay upon becoming aware of a Personal Data breach.

### **7. Sub-processors**

WW may engage sub-processors with prior written notice to you. You may object to the appointment of a new sub-processor within 14 days of notification.

### **8. International Transfers**

WW shall not transfer Personal Data outside the UK unless instructed by you and appropriate safeguards are in place, including the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses, and any required Transfer Risk Assessment has been completed.

### **9. Retention and Deletion**

WW shall retain Personal Data only for as long as necessary to provide the services or as required by law, after which Personal Data shall be deleted or returned to you in accordance with your instructions.

### **10. Audits and Compliance**

WW shall make available to you all information necessary to demonstrate compliance with this Addendum and shall allow for audits on reasonable notice during normal business hours.