

lumi Data Sharing Agreement (incorporating Data Processing terms)

Version 1.0 · Effective 3 September 2026

For members whose legal or data-protection teams require a fuller instrument than the on-platform Data Contribution Terms. Optional — the on-platform acceptance remains the operative agreement unless this document is executed.

1. Parties and purpose

This agreement is made between lumi ("the Platform Operator") and the member organisation ("the Member"). Its purpose is to enable the Member to contribute organisation-level reward data to a mutual benchmarking pool and to receive anonymised, aggregated benchmark outputs.

2. Nature of the data

2.1 The data contributed is organisation-level: policies, practices, and aggregate workforce figures.

2.2 No personal data (within the meaning of UK GDPR) is solicited. Should personal data be inadvertently submitted, the Member shall notify lumi and it will be deleted; to that limited extent lumi acts as processor on the Member's documented instructions.

3. Use of contributed data

3.1 Contributed data is used solely to (a) compute anonymised aggregates, (b) operate the Member's own workspace, and (c) maintain service quality.

3.2 Minimum-cell suppression: no aggregate is disclosed where fewer than five (5) organisations contribute.

3.3 Contributed data is not sold, rented, or disclosed to any third party for that party's own purposes, and is not used to train externally available machine-learning models.

4. Hosting and security

4.1 Data is hosted within the UK/EEA. Transfers outside require safeguards equivalent to UK adequacy standards.

4.2 lumi maintains appropriate technical and organisational measures: encryption in transit, access on a need-to-know basis, audit logging of sharing actions, and tenant isolation.

5. Member rights

5.1 Export: the Member may export its own contributed data at any time.

5.2 Deletion: on written request, the Member's contributed data is deleted from live systems within 30 days and excluded from subsequent benchmark snapshots. Aggregates already distributed (which do not identify the Member) are not recalled.

5.3 The Member may terminate membership at any time; clause 5.2 then applies.

6. Member obligations

6.1 Data submitted is accurate to the Member's best knowledge.

6.2 The individual accepting on the Member's behalf warrants they have authority to bind the Member.

6.3 Benchmark outputs may be used internally and with professional advisers; public disclosure requires lumi's written consent.

6.5 Upon termination of membership, access to the platform, AI Insights, and benchmarking analytics ceases immediately.

6.6 Aggregated and anonymised benchmark data generated prior to termination is retained indefinitely and remains part of the platform's statistical dataset, in accordance with Clause 5.2.

7. Liability

7.1 Nothing limits liability that cannot lawfully be limited.

7.2 Liability. Except as otherwise provided in this agreement, each party's aggregate liability under this agreement is capped at the total fees paid by the Member to Lumi HR Ltd in the 12 months preceding the claim.

7.3 Benchmark outputs are decision-support information, not advice; lumi is not liable for decisions taken in reliance on them.

8. General

8.1 This agreement is governed by the law of England and Wales; the courts of England and Wales have exclusive jurisdiction.

8.2 If executed, this agreement prevails over the on-platform Data Contribution Terms to the extent of any conflict.

Signed for lumi	_____
Signed for the Member	_____
Date	_____

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