

DATA PROCESSING AGREEMENT

DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and appropriate technical and organisational measures shall have the meaning as set out in the Data Protection Legislation.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Standard Contractual Clauses means the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914 ("**EU SCCs**") and the UK International Transfer Addendum to the EU SCCs ("**UK Addendum**").

Subprocessor means any person (including any third party) appointed by or on behalf of the Company to process Personal Data in connection with the Services.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1. Each party will comply with its applicable requirements of the Data Protection Legislation. This Data Processing Agreement is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Legislation.
2. The parties acknowledge that for the purpose of the Data Protection Legislation, the Customer is the Controller and the Company is the Processor.
3. The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including the processing instructions given to the Company.
4. The Customer warrants that the Company's expected use of the Personal Data for the provision of the Services and as specifically instructed by the Customer will comply with the Data Protection Legislation.
5. The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of Personal Data for the duration and purposes required so that the Personal Data may lawfully be used, processed and transferred in accordance with this Data Processing Agreement.
6. The Customer will:

- 6.1. have at all times during the term of the Agreement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to protect any Personal Data;
 - 6.2. provide clear and comprehensible written instructions to the Company for the Processing of Personal Data to be carried out under the Agreement;
 - 6.3. ensure that it has an applicable legal basis, for the transfer of Personal Data to the Company and to the processing of that Personal Data under the Agreement; and
 - 6.4. indemnify, defend and hold the Company harmless against all loss, liability, damages, costs (including without limitation court costs and reasonable legal fees), fees, claims, actions, proceedings and expenses which the Company may incur or suffer by reason of any breach of this Data Processing Agreement or the Data Protection Legislation by the Customer.
7. The Company will:
 - 7.1. process the Personal Data in accordance with the written instructions of the Customer and comply with any reasonable instructions from the Customer in respect to the Processing of the Personal Data given in this Agreement or otherwise agreed in writing between the parties;
 - 7.2. keep the Personal Data confidential;
 - 7.3. not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third-party unless permitted by the Agreement or required by applicable law;
 - 7.4. ensure that only those of the Company's personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of this Agreement and ensure that all personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Data Processing Agreement;
 - 7.5. notify the Customer without undue delay on becoming aware of a Personal Data Breach. Such notice shall include, at the time of notification or as soon as possible after notification, details of the nature of the breach and number of records affected, the category and approximate number of affected Data Subjects, anticipated consequences of the breach and any actual or proposed remedies for mitigating the possible adverse effects of the breach;
 - 7.6. notify the Customer promptly if the Company receives any notice or communication from any regulatory body concerning the processing of the Personal Data under this Data Processing Agreement and, unless prohibited by Data Protection Legislation or other applicable law, not make any statement (or provide any documents) about matters concerning this Data Processing Agreement, or the processing of Personal Data, without the Customer's written approval. Where the Company makes a statement (or

provide any documents), the Company shall provide to the Customer a copy of any such statements or documents unless prohibited by Data Protection Legislation or other applicable law;

- 7.7. assist the Customer in a manner consistent with the functionality or performance of the Services and its role as a Processor in respect of any Data Subject requests to exercise one or more of their rights under applicable Data Protection Legislation. To the extent legally permitted, Customer shall be responsible for any costs arising from the Company's provision of such assistance beyond the existing functionality or performance of the Services;
 - 7.8. if the Company receives a request from a Data Subject to exercise one or more of its rights under applicable Data Protection Legislation, the Company will instruct the Data Subject to make its request directly to the Customer. The Customer will be responsible for responding to any such request;
 - 7.9. at the Customer's written request, delete or return Personal Data and any copies thereof to the Customer on termination of the Agreement unless the Company is required by Data Protection Legislation or other applicable law to retain the Personal Data; and
 - 7.10. inform the Customer immediately if, in the Company's reasonable opinion, any instruction from the Customer is in breach of, or is likely to breach, Data Protection Legislation
- 8. The Company reserves the right to charge reasonable costs for any assistance that requires custom technical or legal support beyond the standard functionality of the Services or routine operational support.
 - 9. The Company shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
 - 9.1. pseudonymising and encrypting Personal Data;
 - 9.2. ensuring confidentiality, integrity, availability and resilience of any systems and services;
 - 9.3. ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - 9.4. regularly assessing and evaluating the effectiveness of the technical and organisational measures that have been adopted.
 - 10. The Company may only engage any Subprocessors to Process the Personal Data if:

- 10.1. it provides the Customer with an opportunity to object to (but not prevent) the appointment of each Subprocessor within 10 days of the Company providing the Customer with reasonable details of the forthcoming changes to its Subprocessors;
 - 10.2. enter into a written contract with the Subprocessor including terms similar to those set out in this Data Processing Agreement and which meet the requirements of Data Protection Legislation; and
 - 10.3. provide to the Customer for review such copies of the Subprocessor agreements (which may be redacted to remove confidential commercial information not relevant to the requirements of this Data Processing Agreement) as the Customer may reasonably request from time to time.
11. The Company remains responsible for the acts and omissions of its Subprocessors. The Company may transfer Personal Data outside the European Economic Area and the United Kingdom ("**GDPR Territories**") provided:
 - 11.1. it is processing the Personal Data in a territory which is subject to adequacy decision under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or
 - 11.2. it participates in a valid cross-border transfer mechanism under the Data Protection Legislation such as the Standard Contractual Clauses, so that the Company (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Data Protection Legislation; or
 - 11.3. the transfer otherwise complies with the Data Protection Legislation.
12. If any Personal Data transfer between the Customer and the Company requires an adequate protection measure for the international transfer of Personal Data (which has not otherwise been arranged by the parties) the Standard Contractual Clauses shall be incorporated into this Agreement.
13. The Customer authorises the Company to enter into Standard Contractual Clauses with any Subprocessor. the Company will make the executed Standard Contractual Clauses available to the Customer on request.
14. The Company will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data carried out for the Customer under this Data Processing Agreement ("**Records**") and provide the Customer with copies of the Records upon reasonable request.