

INTRODUCTION AND SCOPE

- (A) With effect from 25 May 2018 ("**the Effective Date**") save where expressly stated in this Data Processing Addendum, the terms of this Data Processing Addendum shall delete and replace all previous data protection, privacy and security provisions contained within the Agreement and any associated schedule, addendum, special conditions, variations or special terms if applicable.
- (B) Notwithstanding the terms of the Agreement, except where indicated otherwise, from the Effective Date, the terms of this Data Processing Addendum shall apply to the relationship between the parties and these additional terms shall take precedence over the terms in the Agreement.
- (C) Except as set out in this Data Processing Addendum, the Agreement shall remain unchanged and in full force and effect.
- (D) Definitions set out in the Agreement shall also apply in this Data Processing Addendum unless the context otherwise expressly requires.
- (E) All references in this Data Processing Addendum to clauses are to the clauses in this Data Processing Addendum unless otherwise stated.
- (F) All reference to GBG in this Data Processing Addendum shall mean GB Group plc of The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB registered in England No 2415211 or the GBG Group Company that signed the Agreement with the Reseller for the provision of the Services and all reference to GBG shall be construed accordingly. For the avoidance of doubt, GBG's Group Companies include:- IDscan Biometrics Limited; Postcode Anywhere Holdings Limited; PCA Predict Inc; Loqate Inc; GBG Dectech Solutions S.L.; GBG Dectech Sdn.Bhd and GBG Dectech Pty.
- (G) Notwithstanding the description of the Reseller in the Agreement, the Reseller confirms that they fit within the description of Reseller as per the definition contained within this Data Processing Addendum.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Data Processing Addendum the following definitions shall apply:

"Additional Terms" means the special terms and conditions relating to the use of Supplier Data as updated from time to time and as set out in the Agreement between the Reseller and End User which will apply if the Reseller's End User has selected to use the relevant element of the Service incorporating the Supplier Data.

"Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws.

"Data Subject" means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement and this Data Processing Addendum, this may include an individual whose details are provided to GBG by the Reseller as part of the Reseller End User Data or whose details are contained within the Supplier Data.

"Data Supplier" means GBG's third party data suppliers that provide Supplier Data for use in GBG's products and services.

"End User(s)" means each end user licensed to use the Service via the Reseller's Products subject to the process in the Agreement and this Data Processing Addendum.

"End User Data Processing Addendum" means the standard data processing addendum as set out in Annex 1 of this Data Processing Addendum.

"Existing End Users" means those End Users who are already in a contractual agreement with the Reseller as at the date of signature.

"GDPR" means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

"Personal Data" shall have the meaning set out in the GDPR specifically this means any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Privacy and Data Protection Requirements" all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect

enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

"Processor" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

"Prospect" means a potential End User of the Reseller.

"Reseller" means the organisation, firm, company or public authority that integrates the GBG product or service into their own products and services so that they can provide such services to their End Users. A Reseller has a direct contract with the End User and ensures that minimum terms in respect of the use of the GBG product or service are passed to the End User.

"Reseller End User Data" any Personal Data belonging to an End User provided to GBG by the Reseller for processing in accordance with the terms of the Agreement

"Sub-processor" means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

"Supplier Data" means any Personal Data provided to GBG, the Reseller or the End Users by the Data Supplier or used within GBG's products and services (as incorporated into the Reseller's service offering) in accordance with the terms of the Agreement.

"Supervisory Authority" means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

2. GENERAL

- 2.1 Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of this Data Processing Addendum.
- 2.2 For the purpose of this Data Processing Addendum, the Reseller is Processor, the End User is Controller and GBG acts as a Sub-processor on behalf of the Reseller.

3. RESELLER OBLIGATIONS IN RELATION TO GBG PROCESSING OF RESELLER END USER DATA

- 3.1 The Reseller shall only provide instructions to GBG that are in accordance with the terms of the Agreement and this Data Processing Addendum. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.
- 3.2 The Reseller must ensure that the instructions it receives from End Users comply with Privacy and Data Protection requirements and, unless an exemption or Article 2 GDPR applies, where the End User Data is Personal Data belonging to an EEA Data Subject and/or the processing of Personal Data is in the context of the activities of an establishment of a Controller or Processor within the EEA, as a minimum includes:-
 - (a) The nature and purpose of the processing of the Reseller End User Data;
 - (b) The types of Personal Data to be processed;

- (c) The categories of Data Subjects to whom Personal Data relates; and
- (d) The End User's lawful basis for processing personal data in accordance with Article 6 GDPR.

4. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF RESELLER END USER DATA

4.1 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Reseller End User Data, GBG acting as Sub-Processor shall:

- (a) only carry out processing of Reseller End User Data in accordance with the Reseller's documented instructions, including where relevant for transfers of Reseller End User Data outside the European Economic Area ("EEA") or to an international organisation (unless GBG is otherwise required to process Reseller End User Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Reseller of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Reseller if, in GBG's opinion, any instruction given by the Reseller to GBG infringes Privacy and Data Protection Requirements;
- (b) notify the Reseller without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Reseller by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including assisting the End User's obligation to respond to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Reseller provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
- (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Reseller's End Users in ensuring compliance with the Reseller End Users' obligations to;
 - i. keep Personal Data secure (Article 32 GDPR);
 - ii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
 - iii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);

- iv. carry out data protection impact assessments (Article 35 GDPR); and
 - v. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
- (e) without undue delay, inform the Reseller of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Reseller Data transmitted, stored or otherwise processed. GBG accepts and acknowledges that the Reseller shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Reseller ;
- (f) make available to the Reseller all information necessary to demonstrate compliance with the obligations laid down in this Data Processing Addendum and allow for and contribute to audits, including inspections, conducted by the Reseller or another auditor mandated by the Reseller as set out in clause 5; and
- (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorised to process the Reseller Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.2 On expiry or termination of the Agreement, GBG shall immediately cease to use Reseller End User Data (and all copies thereof) and shall arrange for its safe return or destruction as shall be required by the Reseller (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Reseller Data or an exemption under GDPR applies).

5. AUDIT RIGHTS

- 5.1 Upon the Reseller's reasonable request, GBG agrees to provide the Reseller with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this Data Processing Addendum) which will enable it to verify and monitor GBG's compliance with its data protection and security obligations under the terms of this Data Processing Addendum, within 14 days of receipt of such request, and to notify the Reseller of the person within GBG's organisation who will act as the point of contact for provision of the information required by the Reseller .
- 5.2 Where, in the reasonable opinion of the Reseller, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, the Reseller will be entitled, upon reasonable prior written notice to GBG and upon reasonable grounds, to conduct an on-site audit of GBG's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this Data Processing Addendum.

5.3 Any audit carried out by the Reseller will be conducted in a manner that does not disrupt, delay or interfere with GBG's performance of its business. The Reseller shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.

5.4 Any audit right granted to GBG under the Agreement shall remain in full force and effect. In the event that there is no audit right in favour of GBG or the audit right contained in the Agreement in favour of GBG is not sufficient to enable it to verify and monitor the Reseller 's compliance with its data protection and security obligations under the terms of this Data Processing Addendum, then, GBG shall be entitled to carry out an audit of the Reseller on reciprocal terms as those set out in clauses 5.1, 5.2 and 5.3.

6. USE OF SUB-PROCESSORS

6.1 The Reseller provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Reseller End User Data GBG shall:

- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this Data Processing Addendum to the extent applicable to the nature of the services provided by such Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
- (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this Data Processing Addendum; and
- (c) GBG shall inform the Reseller of any intended changes concerning the addition or replacement of a Sub-processor with access to Reseller Data and give the Reseller the opportunity to object to such changes.

7. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

7.1 GBG shall not cause or permit any Reseller End User Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of this clause 7 shall apply.

7.2 **Transfer subject to adequate safeguards:** Subject to clauses 7.3 and 7.4, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR to lawfully transfer the Personal Data to a third country.

7.3 **Transfers based on adequacy decisions:** Clause 7.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

7.4 **Derogations for specific situations:** The Reseller has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a

country that the European Commission has not formally declared to have an adequate level of protection (Clause 7.3/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 7.2/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Reseller's End User by virtue of Article 3 GDPR, the Reseller's End User acting as Controller acknowledges that prior to submitting Reseller End User Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the Data Subject and the Reseller or the implementation of pre-contractual measures taken at the Data Subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Reseller and another natural or legal person;
- (d) the transfer is necessary for important reasons of public interest;
- (e) the transfer is necessary for the establishment, exercise or defence of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

8. END USERS

- 8.1 The Reseller acknowledges and accepts that where the provision of the Services to the End User involves processing of Personal Data, the End User Data Processing Addendum must apply to its relationship with the End User acting as Controller of the Reseller End User Data without amendment.
- 8.2 In addition to the Reseller's obligations under the Agreement, the Reseller must ensure that where the provision of the Services to the End User involves processing of Personal Data :-
- (a) It has provided the End User Data Processing Addendum to its Existing End Users as a variation to their Agreement with the Reseller in relation to the Service;
 - (b) before the Reseller enters into a binding agreement with any Prospect for the licencing or supply of any Reseller Products integrating the Service or permits the use by a Prospect of any part of the Services it

must provide the Prospect with the End User Data Processing Addendum.

- 8.3 GBG shall promptly notify the Reseller in the event of a change to the Additional Terms and the Reseller shall promptly notify the End User of such change.
- 8.4 Under no circumstances shall the Reseller be permitted to amend the End User Data Processing Addendum.
- 8.5 All End Users are required to comply with the End User Data Processing Addendum where the provision of the Service to the End User involves processing of Personal Data and the Reseller shall use all reasonable endeavours to ensure compliance.
- 8.6 The Reseller shall indemnify GBG against all liabilities, costs, expenses, damages and losses incurred by GBG as a result of the Reseller's failure to subject each End User to the End User Data Processing Addendum in the provision of the Reseller's Products integrating the Service to End Users.

9. SECURITY

- 9.1 For the avoidance of doubt, both Parties acknowledge that any provisions in relation to User IDs and passwords used in connection with the Service under the Agreement shall remain unchanged and in full force and effect.

10. LIABILITY

- 10.1 Neither Party excludes or limits its liability in respect of the terms of this Data Processing Addendum.

11. MISCELLANEOUS

- 11.1 This Data Processing Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to any dispute resolution procedure as set out in the Agreement, both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the Reseller in the courts of any jurisdiction where the Reseller or any of the Reseller's property or assets may be found or located.
- 11.2 A person who is not a Party to this Data Processing Addendum has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce the provisions of this Data Processing Addendum.
- 11.3 Where applicable, the Parties agree that if, upon review following GDPR coming into force, the provisions of this Data Processing Addendum do not comply with GDPR then both Parties agree to cooperate in good faith to re-negotiate the terms of this Data Processing Addendum to ensure compliance with GDPR.

Annex 1 End User Data Processing Agreement

1. INTRODUCTION AND SCOPE

- 1.1 With effect from 25 May 2018 (except provisions relating to law enforcement processing, in which case those provisions relating to such processing shall apply from 6 May 2018) (**"the Effective Date"**) save where expressly stated in this End User Data Processing Addendum, the terms of this End User Data Processing Addendum shall delete and replace all previous data protection, privacy and security provisions contained within the Agreement and any associated schedule, addendum, special conditions, variations or special terms if applicable
- 1.2 Notwithstanding the terms of the Agreement, except where indicated otherwise, from the Effective Date, the terms of this End User Data Processing Addendum shall apply to the relationship between the Parties and these additional terms shall take precedence over the terms in the Agreement.
- 1.3 Except as set out in this End User Data Processing Addendum, the Agreement shall remain unchanged and in full force and effect
- 1.4 All references in this End User Data Processing Addendum to clauses are to the clauses in this End User Data Processing Addendum unless otherwise stated.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 In this End User Data Processing Addendum the following definitions shall apply:

"Additional Terms" means the special terms and conditions relating to the use of Supplier Data as updated from time to time and as set out in the appendices to the Agreement which will apply if the Client has selected to use the relevant element of the Service incorporating the Supplier Data.

"Client" means the organisation, firm, company or public authority that enters into an Agreement with **[INSERT RESELLER NAME]**

"Client Data" any Personal Data provided to **[INSERT RESELLER NAME]** by the Client for processing in accordance with the terms of the Agreement.

"Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by EU or Member State laws, the Controller (or the criteria for nominating the controller) may be designated by those laws.

"Data Subject" means an identifiable natural person about whom a Controller holds Personal Data. For the purposes of the Agreement and this End User Data Processing Addendum, this may include an individual whose details are provided to **[INSERT RESELLER NAME]** by the Client as part of the Client Data or whose details are contained within the Supplier Data.

"Data Supplier" means any third party data suppliers that provide Supplier Data for use in **[INSERT RESELLER NAME]**'s products and services.

"GDPR" means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

"LED" means the Law Enforcement Directive (*Directive* (EU) 2016/680)) (as transposed into domestic legislation of each Member State) as may be applicable with regard to the processing of Personal Data by a competent authority (as defined in the LED) for the purposes of prevention, investigation, detection or prosecution of criminal offences or execution of criminal penalties.

"Personal Data" shall have the meaning set out in the GDPR specifically this means any information relating to a Data Subject; who can be identified directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Privacy and Data Protection Requirements" all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction, including, if relevant, the GDPR, the LED, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or a European Union judicial authority.

"Processor" means a natural or legal person, public authority, agency or any other body which processes Personal Data on behalf of the Controller.

"Sub-processor" means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

"Supplier Data" means any Personal Data provided to the Reseller and/or the Client by the Data Supplier or used within **[INSERT RESELLER NAME]**'s products and services in accordance with the terms of the Agreement.

"Supervisory Authority" means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

3. GENERAL

3.1 Both Parties warrant that they will comply with their respective obligations under the Privacy and Data Protection Requirements and the terms of this End User Data Processing Addendum.

3.2 For the purpose of this End User Data Processing Addendum, the Client is the Controller and [INSERT RESELLER NAME] is the Processor.

4. CONTROLLER OBLIGATIONS IN RELATION TO PROCESSING OF CLIENT DATA

4.1 The Client warrants and represents that all instructions provided to [INSERT RESELLER NAME] in relation to the processing of Client Data are lawful and shall as a minimum include:

- (a) The nature and purpose of the processing of the Client Data;
- (b) The types of Personal Data to be processed; and
- (c) The categories of Data Subjects to whom the Personal Data relates.

4.2 The Client shall only provide instructions to [INSERT RESELLER NAME] that are in accordance with the terms of the Agreement and this End User Data Processing Addendum. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.

4.3 The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to [INSERT RESELLER NAME] to process Client Data for the purposes of carrying out the Services as set out in the Agreement.

4.4 The Parties acknowledge and accept that processing of EEA Data Subject and/or the processing of Personal Data in the context of the activities of an establishment of a Controller or Processor within the EEA shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions:

- (a) the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the Controller is subject;
- (d) processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
- (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

5. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF CLIENT DATA

5.1 To the extent that the performance of [INSERT RESELLER NAME]'s obligations, and any supporting and/or ancillary activities, involves processing Client Data, [INSERT RESELLER NAME] acting as Processor shall:

- (a) only carry out processing of Client Data in accordance with the Client's documented instructions, including where relevant for transfers of Client Data outside the European Economic Area ("EEA") or to an international organisation (unless [INSERT RESELLER NAME] is otherwise required to process Client Data by European Union, Member State and/or UK law to which [INSERT RESELLER NAME] is subject, in which case [INSERT RESELLER NAME] shall inform the Client of that legal requirement unless prohibited by that law on important grounds of public interest), and shall immediately inform the Client if, in [INSERT RESELLER NAME]'s opinion, any instruction given by the Client to [INSERT RESELLER NAME] infringes Privacy and Data Protection Requirements;
- (b) notify the Client without undue delay of any requests received from a Data Subject exercising their rights under Privacy and Data Protection Requirements and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Privacy and Data Protection Requirements, including assisting the Client's obligation to respond to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- (c) take all security measures required in accordance with Privacy and Data Protection Requirements (including Article 32 GDPR), and at the request of the Client provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
- (d) taking into account the nature of the processing and the information available to [INSERT RESELLER NAME], use all measures to assist the Client in ensuring compliance with the Client's obligations to;
 - vi. keep Personal Data secure (Article 32 GDPR);
 - vii. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
 - viii. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
 - ix. carry out data protection impact assessments (Article 35 GDPR); and
 - x. consult with the Supervisory Authority where a data protection impact assessment indicates

that there is an unmitigated high risk to the processing (Article 36 GDPR).

- (e) without undue delay, inform the Client of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Client Data transmitted, stored or otherwise processed. [INSERT RESELLER NAME] accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by [INSERT RESELLER NAME] under Privacy and Data Protection Requirements, including but not limited to any communications with a Supervisory Authority. [INSERT RESELLER NAME] agrees not to act in any way upon such disclosure without the prior written consent of the Client;
- (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this Data Processing Addendum and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 7; and
- (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorised to process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

5.2 On expiry or termination of the Agreement, [INSERT RESELLER NAME] shall immediately cease to use Client Data and shall arrange for its safe return or destruction as shall be required by the Client (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Client Data or an exemption under GDPR applies).

6. USE OF SUPPLIER DATA

6.1 Where the Client uses or receives Supplier Data as part of the Services, the Client acknowledges that:

- (a) the Supplier Data may be subject to Additional Terms; and
- (b) where relevant for the provision of Services under the Agreement, the Client shall comply with the Additional Terms.
- (c) Where the Additional Terms specify that Personal Data belonging to EEA Data Subjects cannot be processed by a particular Data Supplier, the Client warrants that it will not use that element of the Service for the processing of Personal Data belonging to an EEA Data Subject.

6.2 [INSERT RESELLER NAME] shall promptly notify the Client in the event of a change to the Additional Terms

7. AUDIT RIGHTS

7.1 Upon the Client's reasonable request, [INSERT RESELLER NAME] agrees to provide the Client with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this End User Data Processing Addendum) which will enable it to verify and monitor

[INSERT RESELLER NAME]'s compliance with its data protection and security obligations under the terms of this End User Data Processing Addendum, within 14 days of receipt of such request, and to notify the Client of the person within [INSERT RESELLER NAME]'s organisation who will act as the point of contact for provision of the information required by the Client.

7.2 Where, in the reasonable opinion of the Client, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR (or where applicable Article 22 of the LED), the Client will be entitled, upon reasonable prior written notice to [INSERT RESELLER NAME] and upon reasonable grounds, to conduct an on-site audit of Reseller's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this End User Data Processing Addendum.

7.3 Any audit carried out by the Client will be conducted in a manner that does not disrupt, delay or interfere with [INSERT RESELLER NAME]'s performance of its business. The Client shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.

7.4 Any audit right granted to [INSERT RESELLER NAME] under the Agreement shall remain in full force and effect. In the event that there is no audit right in favour of [INSERT RESELLER NAME] or its third party supplier or the audit right contained in the Agreement in favour of [INSERT RESELLER NAME] is not sufficient to enable it to verify and monitor the Client's compliance with its data protection and security obligations under the terms of this Data Processing Addendum, then, [INSERT RESELLER NAME] or its third party suppliers shall be entitled to carry out an audit of the Client on reciprocal terms as those set out in clauses 7.1, 7.2 and 7.3.

8. USE OF SUB-PROCESSORS

8.1 The Client provides their consent for [INSERT RESELLER NAME] to use Sub-processors in the delivery of the Service. Where [INSERT RESELLER NAME] uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Client Data [INSERT RESELLER NAME] shall:

- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this End User Data Processing Addendum to the extent applicable to the nature of the services provided by such Sub-processor, in particular, unless otherwise stated in the Additional Terms in accordance with clause 6.1(c), providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;
- (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this End User Data Processing Addendum; and
- (c) shall inform the Client of any intended changes concerning the addition or replacement of a Sub-

processor with access to Client Data and give the Client the opportunity to object to such changes.

9. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

9.1 [INSERT RESELLER NAME] shall not cause or permit any Client Data to be transferred outside of the EEA unless such transfer is necessary for the purposes [INSERT RESELLER NAME] carrying out its obligations under the Agreement in which case, the provisions of this clause 9 shall apply.

9.2 **Transfer subject to adequate safeguards:** Subject to clauses 9.3 and 9.4 if Personal Data is to be processed outside of the EEA, [INSERT RESELLER NAME] agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable Article 37 LED to lawfully transfer the Personal Data to a third country.

9.3 **Transfers based on adequacy decisions:** Clause 9.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

9.4 **Derogations for specific situations:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by [INSERT RESELLER NAME] in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 9.3/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 9.2/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Client by virtue of Article 3 GDPR, the Client as Controller acknowledges that prior to submitting Client Data to [INSERT RESELLER NAME] for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken at the Data Subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Client and another natural or legal person;
- (d) the transfer is necessary for important reasons of public interest;
- (e) the transfer is necessary for the establishment, exercise or defence of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general

or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

The terms of this clause 9.4 shall not apply where the Client is subject to LED. In such circumstance clause 9.5 of this Data Processing Addendum shall apply.

9.5 **Derogations for specific situations where the LED is applicable to the Client:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 9.3/ Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 9.2/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:

- (a) the transfer is necessary to protect the vital interest of the Data Subject or another person;
- (b) to safeguard legitimate interest of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
- (c) for the prevention of an immediate and serious threat to public security of a Member State or a third country;
- (d) in individual cases for the purposes set out in Article 1 (1) LED; or
- (e) in an individual case for the purpose set out in Article 1 (1) LED.

10. SECURITY

10.1 For the avoidance of doubt, both Parties acknowledge that any provisions in relation to User IDs and passwords used in connection with the Service under the Agreement shall remain unchanged and in full force and effect.

11. LIABILITY

11.1 Neither Party excludes or limits its liability in respect of the terms of this End User Data Processing Addendum.

12. MISCELLANEOUS

12.1 This End User Data Processing Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to any dispute resolution procedure as set out in the Agreement, both Parties submit to the exclusive jurisdiction of the English Courts, save that [INSERT RESELLER NAME] may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.

12.2 A person who is not a Party to this End User Data Processing Addendum has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce the provisions of this End User Data Processing Addendum.

12.3 Where applicable, the Parties agree that if, upon review following GDPR and LED coming into force, the provisions of this End User Data Processing Addendum do not comply with GDPR and/or LED then both Parties agree to

cooperate in good faith to re-negotiate the terms of this End User Data Processing Addendum to ensure compliance with GDPR and/or LED.