

THE FOURTH SCHEDULE

DATA PROTECTION

- 1.1 For the purposes of this Schedule 4 (Data Protection) the following defined terms shall have the following meanings:
- “Data Protection Law”** (a) Data Protection Act 1998; or (b) from 25th May 2018, the General Data Protection Regulation (EU) 2016/679 (“GDPR”), read in conjunction with and subject to any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s rules; or (c) from the date of implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include the Data Protection Act 2017; & “personal data”, “controller”, “processor”, “data subject”, and “processing” (and other parts of the verb ‘to process’) shall have the meaning set out in the Data Protection Law.
- 1.2 The Client shall comply at all times with Data Protection Law applicable to it.
- 1.3 In the context of the Agreement, the Supplier will act as “processor” to the Client who may act as either “processor” or “controller” with respect to the personal data.
- 1.4 The Client represents and warrants to the Supplier that with respect to any personal data processed pursuant to the Agreement:
- 1.4.1 All personal data is necessary for the purpose for which it is processed, accurate and up-to-date (and contains nothing that is defamatory or indecent or otherwise breaches the Agreement or the Supplier’s Acceptable Use Policy);
- 1.4.2 Considering the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, the Client has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk to the personal data;
- 1.4.3 The Client has obtained all the necessary consents from data subjects to process the personal data and to outsource the processing of any personal data to the Supplier and the Client covenants that it shall notify the Supplier in writing if there are any material changes to these consents or to the personal data that The Supplier processes under this Agreement; and
- 1.4.4 It is not aware of any circumstances likely to, nor will it instruct the Supplier to process the personal data in a manner that is likely to, give rise to a breach of Data Protection Law (or any other applicable data protection or privacy laws).
- 1.5 Where the Supplier processes personal data on behalf of Client, with respect to such processing, the Supplier shall:
- 1.5.1 It shall process the personal data only in accordance with the Agreement and the documented instructions of the Client, given from time to time. The Client acknowledges that the Supplier is under no duty to investigate the completeness, accuracy or sufficiency of such instructions;
- 1.5.2 The client protects the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected (and the Client shall notify the Supplier immediately if the nature of such personal data changes in a material way);
- 1.5.3 The Supplier remain entitled to appoint third party sub-processors. Where the Supplier appoints a third-party sub-processor, it shall, with respect to data protection obligations:
- (a) Ensure that the third party is subject to, and contractually bound by, at least the same obligations as

the Supplier; and remain fully liable to Client for all acts and omissions of the third party,

(b) And all sub-processors engaged by the Supplier as at the effective date of this Addendum shall be deemed authorized;

1.5.4 In addition to the sub-processors engaged pursuant to paragraph 1.5.3 (above), be entitled to engage additional or replacement sub-processors, subject to:

- (a) the provisions of paragraph 1.5.3 (a) and 1.5.3 (b) being applied; and
- (b) the Supplier notifying the Client of the additional or replacement sub-processor, and where Client objects to the additional or replacement sub-processor, the parties shall discuss the objection in good faith;

1.5.5 Notify Client without undue delay after becoming aware that it has suffered a personal data breach; However, in case the supplier is not processing any data related processing or tasks then the entire responsibility or liability of such a breach rests with the client.

1.5.6 On Client's reasonable request and at Client's cost, assist Client to respond to requests from data subjects who are exercising their rights under the Data Protection Law (in so far as it is reasonable for the Supplier to do so);

1.5.7 On Client's reasonable request and at Client's cost, assist (insofar as it is reasonable to do so, considering the nature of the information available to the Supplier and any restrictions on disclosing the information, such as confidentiality) Client to comply with the Client's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Data Protection Law), comprising (if applicable):

- (a) notifying a supervisory authority that Client has suffered a personal data breach;
- (b) communicating a personal data breach to an affected individual;
- (c) carrying out an impact assessment; and
- (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority;

1.5.8 Unless applicable law requires otherwise, upon termination of the Agreement delete or return all personal data provided by the Client to the Supplier under such Agreement (unless this is not technically possible, prohibited by law or would involve disproportionate effort).

1.6 The Supplier shall be entitled to disclose, share or transfer personal data or Client's Data that it processes on the Client's behalf to any lawful enforcement agency or official public authority where it is required to do so under applicable law or Data Protection Law. Except where the Supplier is prohibited under applicable law or Data Protection Law, the Supplier shall notify the Client in writing of any such order request or disclosure of its personal data or Client Data as soon as is reasonably possible and co-operate with the Client at the Client's expense with regard to the order request or disclosure.

1.7 Client shall indemnify and hold harmless on demand the Supplier for any loss, damage, liabilities, penalties, expenses or fines incurred (whether foreseeable or unforeseeable or direct or indirect) as a result of any unsuccessful claim by a data subject when such claim holds both Client and Supplier as jointly and severally liable under the Data Protection Laws.

1.8 Where the Client is acting as a reseller of the Services and is not itself a controller or data processor in relation to the provision of the Services but the Client's end-user is either a controller or data processor or both in relation to the provision of the Services:

1.8.1 The reseller shall require the terms of this Schedule 4 to be incorporated into its contract with the end-user and in so doing the reseller will be afforded the same rights under this Schedule 4 as the end-user would have if it were a direct client of the Supplier;

1.8.2 the reseller shall assume the obligations of a Client under the terms of this Schedule 4.