

EXTRA SERVICES Data Processing Agreement

DEFINITIONS

1 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

2 Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined by the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

1. DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1 of the Data Processing Agreement is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

1.2 Both you and us acknowledge that for the purposes of the Data Protection Legislation in relation to the relevant Extra Service, you (as Data Controller) appoint us as your Processor and you instruct (and consent to) us to process the Personal Data to deliver the Extra Service(s). At the end of this Data Processing Agreement at Table 1, we have set out the scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of Data Subject.

1.3 Without prejudice to the generality of clause 1.1 of this Data Processing Agreement, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of the relevant business Account Schedule. Unless we ask you expressly in writing, you must not transfer to us any special category personal data for processing.

1.4 Without prejudice to the generality of clause 1.1 of this Data Processing Agreement, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under the relevant Extra Service:

- a) process that Personal Data only on your documented written instructions (and as per the terms of this Data Processing Agreement) for the purposes described in the relevant business Account Schedule – Part 2 or as otherwise agreed in writing by you and us unless we are required by applicable law to otherwise process that Personal Data. Where we are relying on applicable law as the basis for processing Personal Data, we will promptly notify you of this before performing the processing required by the applicable law unless those applicable law prohibit us from so notifying you;
- b) ensure that we have in place appropriate technical and 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

- d) not transfer any Personal Data outside of the UK or the European Economic Area unless the following have been fulfilled: (i) we have provided appropriate safeguards in relation to the transfer; (ii) the Data Subject has enforceable rights and effective legal remedies (iii) we comply with the Data Protection Legislation; and (iv) we will comply with your reasonable instructions (at your cost) notified to us in advance with respect of the processing of the Personal Data;
- e) assist you, subject to you paying our reasonable costs in advance, in responding to any request from a Data Subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify you without undue delay on becoming aware of a Personal Data Breach involving your Personal Data;
- g) at the written direction of you, delete, return or make inaccessible your Personal Data and copies of such to you on termination of the Extra Service unless required by applicable law to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate our compliance with this clause 1 and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation.

1.5 You consent to us appointing third-party processors of Personal Data as required by us under this Data Processing Agreement to deliver the relevant Extra Service but always subject to us having entered with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 1 of this Data Processing Agreement and such written agreement reflecting and will continue to reflect the requirements of the Data Protection Legislation. As between you and us, we will remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this clause 1.5.

1.6 We may revise this Data Processing Agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

Table 1: Processing, Personal Data and Data Subjects

1. Processing by Us	
1.1 Scope	We will process the personal data of your Data Subjects (such as your clients/suppliers) as entered by you into our systems for the relevant Extra Service.
1.2 Nature	The nature of the processing will be to enable us to deliver the relevant Extra Service to you as set out in the Agreement.
1.3 Purpose of processing	The purpose of the processing will be to enable us to deliver the Extra Services to you as set out in the Agreement.
1.4 Duration of the processing	We will process this data for as long as we have a relationship with you. At termination of the relevant Extra Service we will, subject to our legal or regulatory requirements, delete or return the Personal Data as set out above.

2. Types of Personal Data	<p>The types of Personal Data are:</p> <ul style="list-style-type: none">- Names;- Addresses;- Tax data; and- Other data used for the Extra Services.
3. Categories of Data Subject	<p>Categories of Data Subjects include you and your:</p> <ul style="list-style-type: none">- Suppliers;- Customers;- Workforce; and- Any other contacts.