

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is incorporated into and amends the Macro Standard Conditions of Contract (the “**Conditions**”), as set out in the Conditions.

1. INTERPRETATION

- 1.1. All definitions and rules of interpretation in the Conditions shall apply to this DPA.

2. DATA PROCESSING OBLIGATIONS

- 2.1. In respect of any personal data to be processed by a party as a processor or a sub-processor (the “**Processing Party**”) for which the other party is controller or a processor respectively (“**Controlling Party**”) pursuant to the Agreement, the Processing Party shall:
 - 2.1.1. have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk and shall implement any reasonable security measures as requested by Controlling Party from time to time;
 - 2.1.2. not engage any sub-processor without the prior specific or general written authorisation of Controlling Party. In the case of general written authorisation; the Processing Party shall provide Controlling Party with a list of all current sub-processors in advance of the date of the Agreement and shall inform Controlling Party of any intended changes concerning the addition or replacement of sub-processors (“**Proposed Sub-Processor**”) and Controlling Party shall have the right to object to such changes. In the event that the Controlling Party does object to such changes, the Processing Party shall not appoint the Proposed Sub-Processor as a sub-processor under this DPA;
 - 2.1.3. ensure that each of the Processing Party’s employees, agents, consultants, subcontractors and sub-processors are made aware of the Processing Party’s obligations under this DPA and enter into binding obligations with the Processing Party to maintain the levels of security and protection required under this DPA. The Processing Party shall ensure that the terms of this DPA are incorporated into each agreement with any sub-processor, subcontractor, agent or consultant to the effect that the sub-processor, subcontractor, agent or consultant shall be obligated to act at all times in accordance with duties and obligations of the Processing Party under this DPA. The Processing Party shall at all times be and remain liable to Controlling Party for any failure of any employee, agent, consultant, subcontractor or sub-processor to act in accordance with the duties and obligations of the Processing Party under this DPA;
 - 2.1.4. process that personal data only on behalf of Controlling Party in accordance with Controlling Party’s documented instructions and to perform its obligations under this DPA and for no other purpose save to the limited extent required by law, in such case, the Processing Party shall inform the Controlling Party of that legal requirement before processing, unless the law prohibits such information on important grounds of public interest;
 - 2.1.5. (at no additional cost to Controlling Party) within 7 days following the end of the term of this DPA, deliver to Controlling Party (in such format as Controlling Party may require) a full and complete copy of all personal data, and, following confirmation of receipt from Controlling Party, permanently remove the personal data (and copies) from the Processing Party’s systems, and the Processing Party shall certify to Controlling Party that it has complied with these requirements, and such personal data shall remain confidential in perpetuity;
 - 2.1.6. ensure that all persons authorised to access the personal data are subject to obligations of confidentiality and receive training to ensure compliance with this DPA and the Data Protection Laws;

- 2.1.7. make available to Controlling Party all information necessary to demonstrate compliance with the obligations laid out in Article 28 of GDPR and this DPA and allow for and contribute to audits, including inspections, conducted by Controlling Party or another auditor mandated by Controlling Party, of the Processing Party's data processing facilities, procedures and documentation (and the facilities, procedures and documentation of any sub-processors) in order to ascertain compliance with the Data Protection Laws and this DPA, within 5 working days of request by Controlling Party, and, following any such audit, without prejudice to any other rights of Controlling Party, the Processing Party shall implement such measures which Controlling Party considers reasonably necessary to achieve compliance with the Processing Party's obligations under this DPA; provided that, in respect of this provision the Processing Party shall immediately inform Controlling Party if, in its opinion, an instruction infringes Data Protection Laws;
- 2.1.8. taking into account the nature of the processing, provide assistance to Controlling Party, within such timescales as Controlling Party may require from time to time, at no charge to Controlling Party, in connection with the fulfilment of the Controlling Party's obligation as Controller to respond to requests for the exercise of data subjects' rights pursuant to Chapter III of the GDPR to the extent applicable;
- 2.1.9. provide Controlling Party with assistance in ensuring compliance with articles 32 to 36 (inclusive) of the GDPR (concerning security of processing, data breach notification, communication of a personal data breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to Controlling Party, taking into account the nature of the processing and the information available to the Processing Party;
- 2.1.10. (at no additional cost to Controlling Party) deal promptly and properly with all enquiries or requests from Controlling Party relating to the personal data and the data processing activities, promptly provide to Controlling Party in such form as Controlling Party may request, a copy of any personal data requested by Controlling Party;
- 2.1.11. (at no additional cost to Controlling Party) assist Controlling Party (where requested by Controlling Party) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the personal data;
- 2.1.12. immediately notify Controlling Party in writing about:
 - a) any personal data breach or any accidental loss, disclosure or unauthorised access of which the Processing Party becomes aware in respect of personal data that it processes on behalf of Controlling Party,
 - b) any request for disclosure of the personal data by a law enforcement authority (unless otherwise prohibited), and
 - c) any request, enquiry or complaint received directly from a data subject (without responding other than to acknowledge receipt);
- 2.1.13. maintain a record of its processing activities in accordance with Article 30 of the GDPR; and
- 2.1.14. indemnify Controlling Party against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Controlling Party or for which it may become liable as a result of or in connection with any failure of the Processing Party, its employees, agents, consultants, subcontractors or sub-processors to comply with this DPA.