

DATA PROCESSING ADDENDUM (GDPR DPA)

ALFRED ASHLEY GROUP LTD

This GDPR Data Processing Addendum (“DPA”) forms part of the Master Services Agreement or Terms of Use available at <https://aag-uk.com/group-terms-conditions/> or such other location as the Terms of Use may be posted from time to time (as applicable, the “Agreement”), entered into by and between the Customer and Alfred Ashley Group Ltd. (“AAG”), pursuant to which Customer has accessed AAG’s Services as defined in the applicable Agreement. The purpose of this DPA is to reflect the parties’ agreement with regards to the processing of personal data in accordance with the requirements of Data Protection Legislation as defined below.

If the Customer entity entering into this DPA has executed an order form or statement of work with AAG pursuant to the Agreement (an “Ordering Document”), but is not itself a party to the Agreement, this DPA is an addendum to that Ordering Document and applicable renewal Ordering Documents. If the Customer entity entering into this DPA is neither a party to an Ordering Document nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity that is a party to the Agreement executes this DPA.

This DPA shall not replace or supersede any agreement or addendum relating to processing of personal data negotiated by Customer and referenced in the Agreement, and any such individually negotiated agreement or addendum shall apply instead of this DPA.

In the course of providing the Services to Customer pursuant to the Agreement, AAG may process personal data on behalf of Customer. AAG agrees to comply with the following provisions with respect to any personal data submitted by or for Customer to the Services or collected and processed by or for Customer through the Services. Any capitalized but undefined terms herein shall have the meaning set forth in the Agreement.

DATA PROCESSING TERMS

In this DPA, “Data Protection Legislation” means European Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/136/EC) and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (Regulation (EU) 2016/279)), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction.

“data controller”, “data processor”, “data subject”, “personal data”, “processing”, and “appropriate technical and organisational measures” shall be interpreted in accordance with applicable Data Protection Legislation;

The parties agree that Customer is the data controller and that AAG is its data processor in relation to personal data that is processed in the course of providing the Services. Customer shall comply at all times with Data Protection Legislation in respect of all personal data it provided to AAG pursuant to the Agreement.

The subject-matter of the data processing covered by this DPA is the Services ordered by Customer either through AAG's website or through an Ordering Document and provided by AAG to Customer via www.aag-uk.com, or as additionally described in the Agreement or the DPA. The processing will be carried out until the term of Customer's ordering of the Services ceases. Further details of the data processing are set out in Annex 1 hereto.

In respect of personal data processed in the course of providing the Services, AAG:

1. shall process the personal data only in accordance with the documented instructions from Customer (as set out in this DPA or the Agreement or as otherwise notified by Customer to AAG (from time to time) If AAG is required to process the personal data for any other purpose provided by applicable law to which it is subject, AAG will inform Customer of such requirement prior to the processing unless that law prohibits this on important grounds of public interest;
2. shall notify Customer without undue delay if, in AAG's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
3. shall implement and maintain appropriate technical and organisational measures designed to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the personal data and having regard to the nature of the personal data which is to be protected;
4. may hire other companies to provide limited services on its behalf, provided that AAG complies with the provisions of this Clause. Any such subcontractors will be permitted to process personal data only to deliver the services AAG has retained them to provide, and they shall be prohibited from using personal data for any other purpose. AAG remains responsible for its subcontractors' compliance with the obligations of this DPA. Any subcontractors to whom AAG transfers personal data will have entered into written agreements with AAG requiring that the subcontractor abide by terms substantially similar to this DPA;
5. shall ensure that all AAG personnel required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations sets out in this Clause;
6. at the Customer's request and cost (and insofar as is possible), shall assist the Customer by implementing appropriate and reasonable technical and organisational measures to assist with the Customer's obligation to respond to requests from data subjects under Data Protection Legislation (including requests for information relating to the processing, and requests relating to access, rectification, erasure or portability of the personal data) provided that AAG reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance;
7. when the General Data Protection Regulation (Regulation (EU) 2016/279) comes into effect, shall take reasonable steps at the Customer's request and cost to assist Customer in meeting Customer's obligations under Article 32 to 36 of that regulation taking into account the nature of the processing under this DPA, provided that AAG reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance;
8. at the end of the applicable term of the Services, upon Customer's request, shall securely destroy or return such personal data to Customer;
9. may transfer personal data from the EEA to the US for the purposes of this DPA provided that the international organisation ensures an adequate level of protection and that enforceable data subject rights and effective legal remedies are available in the given country;

10. shall allow Customer and its respective auditors or authorised agents to conduct audits or inspections during the term of the Agreement, which shall include providing reasonable access to the premises, resources and personnel used by AAG in connection with the provision of the Services, and provide all reasonable assistance in order to assist Customer in exercising its audit rights under this Clause. The purposes of an audit pursuant to this Clause include to verify that AAG is processing personal data in accordance with its obligations under the DPA and applicable Data Protection Legislation. Notwithstanding the foregoing, such audit shall consist solely of: (i) the provision by AAG of written information (including, without limitation, questionnaires and information about security policies) that may include information relating to subcontractors; and (ii) interviews with AAG's IT personnel. Such audit may be carried out by Customer or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality. For the avoidance of doubt no access to any part of AAG's IT system, data hosting sites or centers, or infrastructure will be permitted;
11. If AAG becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to the personal data that is processed by AAG in the course of providing the Services (an "Incident") under the Agreement it shall without undue delay notify Customer and provide Customer (as soon as possible) with a description of the Incident as well as periodic updates to information about the Incident, including its impact on Customer Content. AAG shall additionally take action to investigate the Incident and reasonably prevent or mitigate the effects of the Incident;
12. AAG shall provide information requested by Customer to demonstrate compliance with the obligations set out in this DPA.

ANNEX 1

DETAILS OF THE DATA PROCESSING

AAG shall process information to provide the Services pursuant to the Agreement. AAG shall process information sent by Customer's end users identified through Customer's implementation of the Services. As an example, in a standard programmatic implementation, to utilize the Services, Customer may allow the following information to be sent by default as "default properties:"

DATA SUBJECTS AND CATEGORIES OF PERSONAL DATA

Data subjects: Data subjects include the Customer's representatives and end-users including employees, contractors, collaborators, and customers of the Customer. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by AAG. AAG acknowledges that, depending on Customer's use of the Products and Services, Customer may elect to include personal data from any of the following types of data subjects in the personal data:

- Employees, contractors and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of data: The personal data that is included in e-mail, documents and other data in an electronic form in the context of the Products and Services. AAG acknowledges that, depending on Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the personal data:

- Basic personal data (for example place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);

- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified in Article 4 of the GDPR.

PROCESSING ACTIVITIES

The provision of Services by AAG to Customer.