

Data Processing Addendum

Dated 17th December 2019

BACKGROUND

- A. NTE Limited, registration number 03451873 (the Company) and the Client (the party identified in the Principal Agreements/Order) have entered into Principal Agreements (as defined below) which involve the processing of Personal Data (as defined below) of Data Subjects (as defined below) and such processing is subject to Data Protection Legislation (as defined below).
- B. This Data Processing Addendum shall govern the processing of Personal Data of Data Subjects in the context of the Business Purposes (as defined below). This Addendum applies to all existing Clients from the date noted at the beginning of this document. For new Clients or those entering a new agreement with the Company, this Addendum applies from the commencement date of the Principal Agreements.
- C. The terms set out below supersede and replace any existing privacy and data protection terms contained in the Principal Agreements pertaining to the processing of Personal Data and this Addendum shall amend the Principal Agreements to that extent. If there is any conflict between the provisions of this Addendum and the data protection terms contained in the Principal Agreements, the provisions of this Addendum shall take precedence. Silence on any particular matter shall be deemed not to give rise to a conflict.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Addendum.

1.1 Definitions:

Addendum means these data processing provisions.

Business Purposes means the provision of telecommunications and / or IT related services and / or products (as applicable)

which are provided by the Company pursuant to the Principal Agreements.

Data Subject	means in relation to any Personal Data which ever of; (a) the Client or member of the Client's Group; or (b) any employee, contractor, customer or end-customer of the Client; is the subject of the Personal Data (namely the person to whom that Personal Data relates).
Personal Data	means any information relating to an identified or identifiable natural person that is processed by the Company as a result of, or in connection with, the Business Purposes; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, 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.
Principal Agreements	the agreements between the Company and the Client for the provision of telecommunications and/or IT related Services and/or Products and all associated addendums and service specific terms and conditions agreed between the parties from time to time.
Processing, processes and process	either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making

available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

Data Protection Legislation	the UK Data Protection Legislation and any applicable European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC and retained in UK law following transition and exit from the European Union) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and applicable in the UK.
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
Products	those goods, products and equipment set out in and deliverable by the Company pursuant to the Principal Agreement(s).
Services	those services, including telephony, IT and any other services set out in and deliverable by the Company pursuant to the Principal Agreement(s).

Standard Contractual Clauses (SCC) the UK's applicable (at the time of data export) ICO approved version of European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers) as the same may be updated or replaced by the UK's Information Commissioner from time to time.

- 1.2 This Addendum is subject to the terms of the Principal Agreements and is incorporated into the Principal Agreements. Interpretations and defined terms set forth in the Principal Agreements apply to the interpretation of this Addendum.
- 1.3 The Annexes form part of this Addendum and will have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Annex.
- 1.4 A reference to writing or written includes faxes and email.
- 1.5 In the case of conflict or ambiguity between:
 - 1.5.1 any provision contained in the body of this Addendum and any provision contained in the Annexes, the provision in the body of this Addendum will prevail;
 - 1.5.2 the terms of any accompanying invoice or other documents annexed to this Addendum and any provision contained in the Annexes, the provision contained in the Annexes will prevail;
 - 1.5.3 any of the provisions of this Addendum and the provisions of the Principal Agreements, the provisions of this Addendum will prevail; and
 - 1.5.4 any of the provisions of this Addendum and any executed SCC, the provisions of the executed SCC will prevail.

2. **PERSONAL DATA TYPES AND PROCESSING PURPOSES**

- 2.1 The Client and the Company acknowledge that for the purpose of the Data Protection Legislation, the Client is the controller and the Company is the processor.
- 2.2 The Client retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Company.

2.3 Appendix A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which the Company may process to fulfil the Business Purposes of the Principal Agreements.

3. PROVIDER'S OBLIGATIONS

3.1 The Company will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Client's written instructions. The Company will not process the Personal Data for any other purpose or in a way that does not comply with this Addendum or the Data Protection Legislation. The Company must promptly notify the Client if, in its opinion, the Client's instruction would not comply with the Data Protection Legislation.

3.2 Subject always to any legal or regulatory requirement on the Company to retain the Personal Data, the Company must promptly comply with any reasonable Client request or instruction requiring the Company to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 The Company will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Client or this Addendum specifically authorises the disclosure, or as is required by law. If a law, court, regulator or supervisory authority requires the Company to process or disclose Personal Data, the Company must first inform the Client of the legal or regulatory requirement and give the Client an opportunity to object or challenge the requirement, unless the law prohibits such notice.

4. COMPANY'S EMPLOYEES

4.1 The Company will ensure that all employees:

- 4.1.1 are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data; and
- 4.1.2 are aware both of the Company's duties and their personal duties and obligations under the Data Protection Legislation and this Addendum.

5. SECURITY

5.1 The Company must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

5.2 The Company must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

5.2.1 the pseudonymisation and encryption of personal data;

5.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

5.2.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

5.2.4 a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6. PERSONAL DATA BREACH

6.1 The Company will promptly and without undue delay notify the Client if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.

6.2 The Company will without undue delay notify the Client if it becomes aware of:

6.2.1 any accidental, unauthorised or unlawful processing of the Personal Data; or

6.2.2 any Personal Data Breach.

6.3 Where the Company becomes aware of above, it shall, without undue delay, also provide the Client with the following information:

6.3.1 description of the nature of the breach including the categories and approximate number of both Data Subjects and Personal Data records concerned;

6.3.2 the likely consequences; and

6.3.3 description of the measures taken, or proposed to be taken to address the breach, including measures to mitigate its possible adverse effects.

6.4 Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter.

6.5 The Company will not inform any third party of any Personal Data Breach without first obtaining the Client's prior written consent, except when required to do so by law.

7. **CROSS-BORDER TRANSFERS OF PERSONAL DATA**

7.1 The parties acknowledge and agree that processing of Client Personal Data may occur outside the UK but within the EEA. Transfers between the UK and EEA shall be performed in reliance upon the mutual adequacy decisions (or such replacement approved safeguards as may be in place from time to time) in place between the UK, EU and other members constituting the EEA. The parties acknowledge and agree that some of the Company's third-party providers are based outside the EEA, and their processing of Client Personal Data may involve a transfer of data outside the EEA. In particular, if the Client has requested Services or Products which are delivered outside the EEA the Company may have to transfer Client Personal Data outside the EEA. There may be occasions on which the Services or Products are requested by the Client to be delivered in a country in which none of the safeguards set out in clause 7.2 are implemented with the relevant in-country provider, regulator or other third party with whom the Company is required to share Client Personal Data. In those cases, the Personal Data may have to be transferred if the Client wishes to proceed with the relevant Products and/or Services, in such circumstances the Client will notify the Company that it or the Client may have to enter into SCCs or that it does not have in place adequate safeguards and will minimise the Personal Data transferred in such circumstances. The Company will only make transfers outside the EEA of Personal Data where it is necessary in order to provide the requested Services and/or Products to the Client. In such circumstances it is the Client's responsibility to ensure that such exports occur in a lawful manner.

7.2 Subject to clause 7.1, the Company will wherever possible ensure processing of Personal Data outside the EEA is under one of the following conditions:

7.2.1 processing Personal Data in a territory which is subject to a current finding by the UK Information Commissioner or European Commission (as relevant to the origin

of the Personal Data) under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or

7.2.2 the Company participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Company (and, where appropriate, the Client) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679); or

7.2.3 the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Appendix A.

7.3 If any Personal Data transfer between the Client and the Company requires execution of SCC in order to comply with the Data Protection Legislation (where the Client is the entity exporting Personal Data to the Company outside the EEA), the parties will complete all relevant details in, and execute, the then applicable UK ICO or European Commission (as relevant) approved SCC.

7.4 If the Client consents to appointment by the Company of a subcontractor located outside the EEA in compliance with the provisions of clause 8, then the Client authorises the Company to enter into SCC with the subcontractor in the Client's name and on its behalf or to enter into any processor to sub-processor SCCs which may be approved by the relevant regulator. The Company will make the executed SCC available to the Client on request.

8. **SUBCONTRACTORS**

8.1 The Company may authorise a third party (subcontractor) to process the Personal Data if:

8.1.1 the Client is provided with an opportunity to object (on bona fide reasonable grounds) to the appointment of each subcontractor within thirty (30) days after the Company supplies the Client with full details regarding such subcontractor;

8.1.2 the Company enters into a written contract with the subcontractor that contains terms substantially similar to those set out in this Addendum, and, upon the Client's written request, provides the Client with copies of such contracts;

8.1.3 the subcontractor's contract terminates automatically on termination of this Addendum for any reason.

- 8.2 The Company will, on request, provide a list of third parties appointed and acting as sub-processors of Personal Data provided by the Company.
- 8.3 Where the subcontractor fails to fulfil its obligations under such written agreement, the Company remains fully liable to the Client for the subcontractor's performance of its agreement obligations.
- 8.4 The Parties consider the Company to control any Personal Data controlled by or in the possession of its subcontractors.
- 8.5 On the Client's written request and at the Client's cost, the Company will audit a subcontractor's compliance with its obligations regarding the Client's Personal Data and provide the Client with the audit results.
- 8.6 In the event that the Client rejects any proposed subcontractor as a sub-processor then without prejudice to any other rights and remedies of the Company:
 - 8.6.1 the Company shall not be liable to the Client for any failure to perform or delay in the performance of its obligations under this Addendum and/or Principal Agreement arising as a result of such rejection the subcontractor; and
 - 8.6.2 the Client shall bear all costs incurred by the Company in the procurement of a suitable replacement subcontractor (if applicable).

9. **COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS**

- 9.1 The Company must take such technical and organisational measures as may be appropriate, and promptly provide such information to the Client as the Client may reasonably require, at the Client's cost, to enable the Client to comply with:
 - 9.1.1 the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - 9.1.2 information or assessment notices served on the Client by any supervisory authority under the Data Protection Legislation.
- 9.2 The Company must notify the Client immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data on behalf of the Client or to either party's compliance with the Data Protection Legislation.

- 9.3 The Company must notify the Client without unreasonable delay if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.
- 9.4 The Company will give the Client its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 9.5 The Company must not disclose the Personal Data to any Data Subject or to a third party other than at the Client's request or instruction, as provided for in this Addendum or as required by law.

10. **TERM AND TERMINATION**

10.1 This Addendum will remain in full force and effect so long as:

10.1.1 the Principal Agreements or any of them remain in effect; or

10.1.2 the Company retains any Personal Data related to the Principal Agreements (and in relation to which data the Company is the Controller) in its possession or control

("Term").

10.2 Any provision of this Addendum that expressly or by implication should come into or continue in force on or after termination of the Principal Agreements in order to protect Personal Data will remain in full force and effect.

10.3 If a change in any Data Protection Legislation prevents the Company from fulfilling all or part of its Principal Agreements obligations, the Company may suspend the affected elements of processing of Client Personal Data until that processing complies with the new requirements. If the Company is unable to bring the Personal Data processing into compliance with the Data Protection Legislation the Company may, at its sole discretion and on thirty (30) days written notice to the Client, terminate the Principal Agreements.

11. **DATA RETURN AND DESTRUCTION**

11.1 On termination or expiry of a Principal Agreement for any reason, the Company will securely delete or destroy or, if directed in writing by the Client, return all or any Personal Data related to the relevant expired or terminated Agreement which is in its possession or control, except for such data as it may retain and use for audit and such other purposes as are in accordance with the Data Protection Legislation.

11.2 If any law, regulation, or government or regulatory body requires the Company to retain any Personal Data, documents or materials that the Company would otherwise be required to return or destroy, it will so retain them and follow its usual deletion and retention policies.

12. RECORDS AND AUDIT

12.1 The Company will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Client, to the extent required under the applicable Data Protection Legislation.

12.2 The Client and the Company must review the information listed in the Annexes to this Addendum once a year to confirm its current accuracy and update it when required to reflect current practices.

12.3 The Company shall, to the extent it is required to do so by applicable Data Protection Legislation, and upon written request make available to the Client:

12.3.1 a summary of any relevant audit reports it has completed and which demonstrate the Company's compliance with its obligations as a Processor under applicable Data Protection Legislation; and

12.3.2 confirmation that any relevant audit has not revealed any material vulnerability in the Company's systems which may affect the Company's Personal Data, or to the extent that any such vulnerability was detected, that the Company has taken steps to remedy such vulnerability.

12.4 If the measures set out above are not sufficient to confirm the Company's compliance with Data Protection Legislation, the Company will allow an information request and/or audit by the Client as is reasonably necessary to demonstrate the Company's compliance with its obligations under Article 28 of the GDPR subject to the Client:

12.4.1 giving the Company reasonable prior notice of such information request, audit and/or inspection being required by the Client;

12.4.2 the parties mutually agreeing upon the scope, timing and duration of the audit;

12.4.3 ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such audits is kept strictly confidential (save for disclosure to

the relevant data protection supervisory authority or as otherwise required by applicable law);

- 12.4.4 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Company's business, any subcontractors affected and the business of other customers of the Company; and
- 12.4.5 paying the Company's reasonable charges for assisting with the provision of information and allowing for and contributing to inspections and audits.

13. **WARRANTIES AND LIMITATIONS**

13.1 The Company warrants that:

13.1.1 its employees and any other person accessing Personal Data on its have received the required training on the Data Protection Legislation relating to the Personal Data;

13.1.2 it will process the Personal Data in compliance with the Data Protection Legislation; and

13.1.3 considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data, and ensure a level of security appropriate to:

13.1.3.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;

13.1.3.2 the nature of the Personal Data protected; and

13.1.3.3 comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in clause 5.1.

13.2 The Client warrants and represents that the Company's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Client will comply with the Data Protection Legislation and that the Client has provided all notices and obtained all consents as may be necessary or desirable under the Data Protection Legislation.

13.3 The limitations and exclusions of liability set out in the Principal Agreements shall continue to apply and shall also apply to the Company's liability to the Client under this Addendum. To the extent the relevant Principal Agreement does not set out an agreed financial cap on the Company's liability, then subject to any liability which cannot lawfully be excluded or limited, the Company's aggregate liability pursuant to this Addendum shall be limited to one hundred per cent (100%) of the charges payable for the Services and Products under the directly affected Principal Agreement.

14. **NOTICE**

14.1 Any notice or other communication given to a party under or in connection with this Addendum must be in writing and delivered to:

14.2 For the Client: the main contact identified in the relevant Principal Agreement;

14.3 For the Company: John Patterson.

14.4 Clause 14.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. **GOVERNING LAW AND JURISDICTION**

15.1 This Addendum, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales

15.2 Each party hereby irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

APPENDIX A- PERSONAL DATA PROCESSING PURPOSES AND DETAILS

Subject Matter of Processing:

For the purposes of and/or incidental to performing the Services and delivering the Products pursuant to the Principal Agreements.

Duration of Processing:

The Processing shall continue for the duration of the Principal Agreements and for any period thereafter that the Company continues to Process any Personal Data as a processor on behalf of the Client controller.

Nature of Processing:

Such processing as is necessary in order to perform and/or deliver (as applicable) the Services and/or Products as set out in the Principal Agreements and as further instructed by the Client.

Business Purposes:

Means the provision of Products and Services including, without limitation, telecommunications and / or IT related services and / or products (as applicable) which are provided by the Company pursuant to the Principal Agreements.

Personal Data Categories:

Names, telephone numbers, email addresses, addresses of the Data Subjects set out below and any other Personal Data required to be provided to Company for processing as part of the performance of the Principal Agreements, including without limitation the performance and/or delivery (as applicable) of the Services and/or Products.

Data Subject Types:

Employees, contractors and customers (being natural persons) of the Client or the relevant Controller.

End – 1.4