DATA PROCESSING AGREEMENT

V1.0 - This document was updated on 2 June 2021

This Data Processing Agreement ("**Processing Agreement**") is between you ("**the Client**", "**Customer**", "**You**", "**you**", "**Your**" or "**your**") and ADWConnect Ltd ("**ADWConnect Ltd**", "**ADW**", "**ADWConnect**", "**we**", "**us**" or "**our**").

ADWConnect Ltd is a company registered under the law of England and Wales with its registered number: 06432381.

We reserve the right to update, amend or replace any part of these Terms and Conditions. We will notify you in writing about any changes, amendments or modifications to these Terms and Conditions.

1. PURPOSE

The purpose of this Processing Agreement is to supplement the Agreement so as to comply with the UK and EU General Data Protection Regulation ("GDPR"), in particular Article 28 GDPR.

During the course of a Party performing its obligations pursuant to the Agreement, the Client authorises ADWConnect to Process Personal Data during the term of the Agreement.

This Processing Agreement is intended to supplement and amend the Agreement in relation to the subject matter hereof. If there is a conflict between the Agreement and this Processing Agreement, the provisions of this Processing Agreement will prevail, save that nothing in this Processing Agreement shall amend any commercial terms agreed between the parties under the Agreement.

2. DEFINITIONS

Capitalized terms used have the following meanings:

1. "**Agreement**" means the IT support services agreement to be entered into separately between the Parties.

2. "**Applicable Laws**" means the law and jurisdiction which governs the Agreement and all or any applicable:

    I.   statutes, subordinate legislation and common law;

    II.   regulations;

    III.   ordinances and bylaws; and

    IV.   directives, codes of practice, circulars, guidance notes, judgments and decisions of any competent authority,

compliance with which is mandatory in relation to the subject matter of this Processing Agreement and includes all laws relating to data protection, the processing of personal data and privacy, including the General Data Protection Regulation (EU) 2016/679; and the Privacy and Electronic Communications (EU Directive) Regulations 2003; and the expressions "**Data Subject**", "**Personal Data**", "**Process**" and "**Processing**" shall have the meanings ascribed to them in accordance

with such laws;

2. "**UK or EU Standard Contractual Clauses**" means the standard contractual clauses issued by the UK government or European Commission (as appropriate) for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection; and

3. "**Personal Data Security Breach**" means:

  I. 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; or

  II. a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Personal Data that has previously been subject to a breach within the scope of paragraph (I), which may result in exploitation or exposure of that Personal Data; or

  III. any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Personal Data.

3. TERMS AND CONDITIONS

1. **Generally**: The parties acknowledge that, pursuant to the Applicable Laws, the Client is the '**Data Controller**', and the other party who receives, collects or stores Personal Data from and on behalf of the Client, is the '**Data Processor**'. The Client retains control of the Personal Data and remains responsible for its compliance obligations under Applicable Laws, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Data Processor. The separate Data Processing Form signed by both parties describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Data Processor may process the Personal Data in performance of the Agreement. These Terms and Conditions and the relevant Data Processing Form, once signed and approved by You, and then accepted by ADWConnect in writing, together form a binding Data Processing Agreement between you and us for the processing of Personal Data in performance of the Agreement.

2. **Restrictions on Use**: The Data Processor shall ensure that all Personal Data it receives, stores and collects from or for the Data Controller is Processed only for the purpose and to the extent described in the Agreement and in accordance with the written instructions of the Data Controller (unless the Data Processor is required to Process Data to comply with Applicable Laws), and shall be accessed and used only to perform its obligations under the relevant Agreement or as otherwise expressly agreed and/or instructed in writing by the Data Controller.

3. **Data Processor Personnel:** Only authorised personnel of the Data Processor, who have a legitimate business need to meet the Data Processor's obligations under the Agreement, shall be provided access to the Personal Data and such access should be limited to such parts of the Personal Data as is strictly necessary for performance of the Data Processor's duties under the Agreement. The Data Processor shall implement all measures reasonably necessary to ensure that its personnel are informed of the confidential nature of the Personal Data and comply with the obligations set out herein, including providing its personnel with the necessary training so that such persons can correctly, lawfully and safely process the Personal Data.

4. **Disclosure to Third Parties**: The Data Processor is not authorised to disclose or transfer the Personal Data to any third party without prior approval of the Data Controller. Any such approval granted by the Data Controller may be subject to such conditions as it deems appropriate, including any requirement that the proposed third party recipient of the Personal Data should enter into a data processing agreement directly with the Data Processor or with the Data Controller. Such data processing agreement may consist of UK or EU Standard Contractual Clauses or terms that are

substantially the same as the obligations contained herein. The Data Processor shall remain fully responsible for the acts and omissions of its agents, affiliates, vendors, subcontractors and/or any third party with whom it contracts or who Processes Personal Data on the Data Controller's behalf.

5. **Legal and Regulatory Compliance**: While processing any Personal Data, the Data Processor shall comply with the Applicable Laws. The Data Processor shall promptly inform the Data Controller in writing if, in its reasonable opinion, any instruction received from the Data Controller infringes any Applicable Laws. Upon the Data Controller's request, the Data Processor shall enter into appropriate data transfer agreements with the Data Controller as needed to satisfy cross-border transfer obligations relating to Personal Data, such as the UK or EU Standard Contractual Clauses between Data Controllers and Data Processors, or other similar agreements relating to other countries. The Data Processor shall, at the Data Controller's expense, take any other steps reasonably requested by the Data Controller to assist in complying with any notification, registration or other obligations applicable to the Data Controller or any of its affiliates under the Applicable Laws, with respect to processing of Personal Data under the Agreement.

6. **Cross-border transfer of Personal Data:** The Data Processor shall not, and will procure that its affiliates and subcontractors shall not, transfer Personal Data out of a country or territory, except:

    1. where there is in force an European Commission decision that the countries or territories to which the transfer is to be made ensures an adequate level of protection for Processing of Personal Data;

    2. the international transfer is subject to approved UK or EU Binding Corporate Rules;

    3. if the transfer is covered by a contract between the Data Processor as the data exporter (entity transferring the Personal Data) and the recipient (e.g. sub-processor) as the data importer (entity receiving the Personal Data) in the form of the UK or EU Standard Contractual Clauses; or

    4. on written approval of the Data Controller and then subject to any additional restrictions reasonably required by the Data Controller for compliance with Applicable Laws.

    If the appropriate safeguards demonstrated or implemented by the Data Processor in accordance with this 3.6 are deemed at any time not to provide an adequate level of protection in relation to Personal Data, the Data Processor will implement such alternative measures as may be required by the Data Controller to ensure that the relevant international transfer and all resulting Processing are compliant with Applicable Laws.

7. **Audit rights**: The Data Processor will make available to the Data Controller all information necessary to demonstrate compliance with the obligations set out in the Processing Agreement and allow for and contribute to audits, including, without limitation, inspections, conducted by the Data Controller or any auditor mandated by the Data Controller on at least 5 working days' notice, during the Term.

8. **Security**: The Data Processor agrees and warrants that it shall:

    1. take appropriate physical, technical, organizational and administrative safeguards to protect Personal Data and to ensure a level of security appropriate to the risk of Processing, including against any Personal Data Security Breach in accordance with the Applicable Laws, which shall be no less stringent than Article 32 GDPR;

    2. promptly after becoming aware of a Personal Data Security Breach, provide the Data Controller with written notice of any Personal Data Security Breach affecting Personal Data processed by the Data Controller. Such notice shall summarize in reasonable detail the impact of such Personal Data Security Breach; and

    3. co-operate fully with the Data Controller to investigate, remediate, and mitigate the effects of the Personal

Data Security Breach, including documenting any Personal Data Security Breach and reporting any Personal Data Security Breach to any supervisory authority and/or Data Subjects; as well as conducting privacy impact assessments of any Processing operations and consulting with supervisory authority, Data Subjects and their representatives accordingly; and, at the written request of the Data Controller take all appropriate corrective action (at the expense of the Data Processor where the Personal Data Security Breach is due to the fault of the Data Processor).

9. **Response to requests and enquiries**: The Data Processor shall promptly comply with any request from the Data Controller requiring the Data Processor to amend, transfer or delete any Personal Data. The Data Processor must inform the Data Controller promptly, but in any event no later than 72 (seventy two) hours following the Data Processor's receipt thereof (i) of any inquiry, demand or complaint received by the Data Processor from a Data Subject with respect to Personal Data processed by the Data Processor, including but not limited to requests for access and/or rectification, and all like requests, and the Data Processor shall not respond to any such requests unless expressly authorized to do so by the Data Controller; (ii) to the extent permitted under law, any judicial or administrative order, demand, warrant, subpoena or any other document by a government authority or other third party in connection with Personal Data seeking access or disclosure of Personal Data. Further, the Data Processor shall provide reasonable assistance to the Data Controller in responding to requests for exercising Data Subjects' rights under the Applicable Laws. The Data Processor shall fully cooperate with all reasonable requests from the Data Controller, at the Data Controller's expense, if it wishes to limit, challenge or protect Personal Data against such disclosure or access and with respect to any action the Data Controller takes against or in relation to an inquiry, demand or complaint.

10. **Return / Destruction of Personal Data**: Save for any instructions to the contrary, at the termination or expiration of the Agreement, and/or when requested to do so by the Data Controller, the Data Processor must hand over to the Data Controller all Personal Data and copies thereof and/or if requested by the Data Controller, must erase or destroy such data in accordance with the requirements of the Applicable Laws.

11. **Appointment of Subcontractors**: The Data Processor may only authorize a third party subcontractor to Process the Personal Data if the Data Processor has obtained the Data Controller's prior consent and the written contract entered into between Data Processor and the subcontractor specifies the subcontractor's Processing activities and imposes on the subcontractor the same terms which are substantially the same as those set out in this Data Processing Agreement.

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