

**PULSANT DATA PROCESSING AGREEMENT
(Suppliers)**

between

- (1) **Pulsant Ltd** incorporated and registered in England and Wales with company number 03625971 whose registered office is at The Yard, 14-18 Bell Street, Maidenhead, England SL61BR ("Pulsant");
- (2) **Company providing products and/or services under the Master Agreement** (the "Processor").

WHEREAS:

- (A) Pulsant and the Processor entered into an agreement for the provision of products and/or services ("Master Agreement") that requires the Processor to process Personal Data on behalf of Pulsant.
- (B) This Data Processing Agreement ("Agreement") sets out the additional terms, requirements and conditions on which the Processor will process Personal Data when providing services under the Master Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

1.1 Definitions:

"Authorised Persons" means the persons or categories of persons that Pulsant authorises to give the Processor written personal data processing instructions and from whom the Processor agrees to accept such instructions.

"Business Purposes" means the services to be provided by the Processor to Pulsant as described in the Master Agreement.

"Commissioner" means the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Processing": have the meanings given to them in the Data Protection Legislation.

"Data Protection Legislation" means:

(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

(b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Pulsant or Processor is subject, which relates to the protection of Personal Data.

"DPA 2018" means the Data Protection Act 2018 (UK).

"EEA" means the European Economic Area.

"EU GDPR" means the General Data Protection Regulation ((EU) 2016/679).

"Records" has the meaning given in Clause 12.

"Staff" means employees or contract staff.

"Standard Contractual Clauses (SCCs)" means the ICO's International Data Transfer Agreement for the transfer of personal data from the UK and/or the ICO's International Data Transfer Addendum to EU Commission Standard Contractual Clauses and/or the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914 and/or the 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 set out in the Annex to Commission Decision 2010/87/EU as adapted for the UK..

"Term" has the meaning given in Clause 10.1.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement.

Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.

1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement.

Any reference to this Agreement includes the Annexes.

1.4 A reference to writing or written includes email.

1.5 In the case of conflict or ambiguity between:

1.5.1 any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;

1.5.2 the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail;

1.5.3 any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail; and

1.5.4 any of the provisions of this Agreement and the SCC's, the provisions of the SCC's will prevail.

2 PERSONAL DATA TYPES AND PROCESSING PURPOSES

2.1 Pulsant and the Processor agree and acknowledge that for the purpose of the Data Protection Legislation Pulsant is the controller and the Processor is the processor.

2.2 Pulsant retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Processor.

2.3 The Master Agreement 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 Processor may process the Personal Data to fulfil the Business Purposes.

3 PROCESSOR'S OBLIGATIONS

3.1 The Processor will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with Pulsant's written instructions from Authorised Persons. The Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Processor must promptly notify Pulsant if, in its opinion, Pulsant's instructions do not comply with the Data Protection Legislation.

3.2 The Processor must comply promptly with Pulsant's written instructions from Authorised Persons requiring the Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3 The Processor will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third parties unless Pulsant, this Agreement or the Master Agreement specifically authorises the disclosure, or as required by a UK or EU law, court or regulator (including the Commissioner). If a UK or EU law, court or regulator (including the Commissioner) requires the Processor to process or disclose the Personal Data to a third party, the Processor must first inform Pulsant of such legal or regulatory requirement and give Pulsant an opportunity to object to or challenge the requirement, unless the applicable law prohibits the giving of such notice.

3.4 The Processor will reasonably assist Pulsant, at no additional cost to Pulsant, with meeting Pulsant's compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor's processing and the information available to the Processor, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.

3.5 The Processor must promptly notify Pulsant of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Processor's performance of the Master Agreement or this Agreement.

4 PROCESSOR'S STAFF

4.1 The Processor will ensure that all of its Staff:

- 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;
- 4.1.2 have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
- 4.1.3 are aware both of the Processor's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

4.2 The Processor will take reasonable steps to ensure the reliability, integrity and trustworthiness of, and conduct background checks consistent with applicable UK or EU law, on all of its Staff with access to the Personal Data.

5 SECURITY

5.1 The Processor must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in the Supplier Security Standards available from the Controller's website and any additional security requirements set out in the Master Agreement. The Processor must document those measures in writing and periodically review them at least annually to ensure they remain current and complete.

5.2 The Processor 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 the security measures.

6 PERSONAL DATA BREACH

6.1 The Processor will within no more than 24 hours and in any event without undue delay notify Pulsant if it becomes aware of:

- 6.1.1 the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data, in which case the Processor will restore such Personal Data at its own expense as soon as possible;
- 6.1.2 any accidental, unauthorised or unlawful processing of the Personal Data; or
- 6.1.3 any Personal Data Breach.

6.2 Where the Processor becomes aware of a matter or event falling within the scope of Clauses 6.1.1, 6.1.2 and/or 6.1.3 above, it shall, without undue delay, also provide Pulsant with the following information:

- 6.2.1 Description of the nature of the matter or event falling within the scope of Clauses 6.1.1, 6.1.2 and/or 6.1.3, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
- 6.2.2 the likely consequences; and

- 6.2.3 a description of the measures taken or proposed to be taken to address the matter or event falling within the scope of Clauses 6.1.1, 6.1.2 and/or 6.1.3, including measures to mitigate its possible adverse effects.
- 6.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Processor will reasonably co-operate with Pulsant at no additional cost to Pulsant, in Pulsant's handling of the matter, including but not limited to:
- 6.3.1 assisting with any investigation;
 - 6.3.2 providing Pulsant with physical access to any facilities and operations affected;
 - 6.3.3 facilitating interviews with the Processor's Staff, former Staff and others involved in the matter including, but not limited to, its officers and directors;
 - 6.3.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by Pulsant; and
 - 6.3.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 The Processor will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining Pulsant's written consent, except when required to do so by UK or EU law (as applicable).
- 6.5 The Processor agrees that Pulsant has the sole right to determine:
- 6.5.1 whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in Pulsant's discretion, including the contents and delivery method of the notice; and
 - 6.5.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6 The Processor will cover all reasonable expenses associated with the performance of the obligations under Clause 6.1 to Clause 6.3 unless the matter arose from Pulsant's specific written instructions, negligence, wilful default or breach of this Agreement, in which case Pulsant will cover all reasonable expenses.
- 6.7 The Processor will also reimburse Pulsant for actual reasonable expenses that Pulsant incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Processor caused such, including all costs of notice and any remedy as set out in clause 6.5.
- 7 CROSS-BORDER TRANSFERS OF PERSONAL DATA**
- 7.1 The Processor (and any subcontractor) must not transfer or otherwise process the Personal Data outside either the EEA or UK without obtaining Pulsant's prior written consent.
- 7.2 Where such consent is granted, the Processor may only process, or permit the processing, of the Personal Data outside the EEA or UK under the following conditions:
- 7.2.1 the Processor is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Processor must identify the territory that is subject to such adequacy regulations; or
 - 7.2.2 the Processor participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Processor (and, where appropriate, Pulsant) 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 UK GDPR. The Processor must identify the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and the Processor must immediately inform Pulsant of any change to that status; or
- 7.3 If neither Clause 7.2.1 or 7.2.2 applies then the SCCs shall apply as set out in Annex A, and the parties shall take all other actions required to legitimise the transfer.
- 7.4 If Pulsant consents to appointment by the Processor of a subcontractor located outside the EEA or the UK in compliance with the provisions of Clause 8, the Processor shall enter into SCCs with the subcontractor and make them available to Pulsant on request.
- 8 SUBCONTRACTORS**
- 8.1 The Processor may only authorise a third party (subcontractor) to process the Personal Data if:
- 8.1.1 Pulsant provides written consent prior to the appointment of each subcontractor;
 - 8.1.2 the Processor enters into a written contract with the subcontractor that contains appropriate data protection terms, in particular requiring appropriate technical and organisational data security measures, and, upon Pulsant's written request, provides Pulsant with copies of the relevant excerpts from such contracts; and
 - 8.1.3 the Processor maintains control over all of the Personal Data it entrusts to the subcontractor.
- 8.2 Those subcontractors approved as at the commencement of this Agreement and services provided are as set out in the Master Agreement.
- 8.3 Where the subcontractor fails to fulfil its obligations under the written agreement with the Processor which contains terms substantially the same as those set out in this Agreement, the Processor remains fully liable to Pulsant for the subcontractor's performance of its obligations.

9 **DATA SUBJECTS**

9.1 The Processor must, at no additional cost to Pulsant, promptly provide such information to Pulsant as Pulsant may reasonably require, to enable Pulsant to comply with:

- 9.1.1 the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify, port 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 Pulsant by the Commissioner or other relevant regulator under the Data Protection Legislation.

9.2 The Processor must notify Pulsant immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

9.3 The Processor must notify Pulsant within 48 hours if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

9.4 The Processor will give Pulsant, at no additional cost to Pulsant, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.5 The Processor must not disclose the Personal Data to any Data Subject or to a third party other than in accordance with Pulsant's written instructions, or as required by UK or EU law (as applicable).

10 **TERM AND TERMINATION**

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

- 10.1.1 the Master Agreement remains in effect; or
- 10.1.2 the Processor retains any of the Personal Data related to the Master Agreement in its possession or control ("Term").

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

10.3 The Processor's failure to comply with the terms of this Agreement is a material breach of the Master Agreement. In such event, Pulsant may terminate the Master Agreement, or any part of the Master Agreement involving the processing of the Personal Data, effective immediately on written notice to the Processor without further liability or obligation on Pulsant.

10.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 30 days, either party may terminate the Master Agreement with immediate effect on written notice to the other party.

11 **DATA RETURN AND DESTRUCTION**

11.1 At Pulsant's request, the Processor will give Pulsant, or a third party nominated in writing by Pulsant, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by Pulsant.

11.2 On termination of the Master Agreement for any reason or expiry of its term, the Processor will immediately cease all access to Pulsant's systems and securely delete or destroy or, if directed in writing by Pulsant, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.

11.3 If any law, regulation, or government or regulatory body requires the Processor to retain any documents or materials or Personal Data that the Processor would otherwise be required to return or destroy, it will notify Pulsant in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.

11.4 The Processor will certify in writing to Pulsant that it has destroyed the Personal Data within 7 days after it completes the deletion or destruction.

12 **RECORDS**

12.1 The Processor will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in Clause 5.1 ("Records").

12.2 The Processor will ensure that the Records are sufficient to enable Pulsant to verify the Processor's compliance with its obligations under this Agreement and the Processor will provide Pulsant with copies of the Records upon request.

12.3 The Processor must review the information listed in the Annexes to this Agreement at least once a year to confirm its current accuracy and notify Pulsant if there are any requested changes.

13 **AUDIT**

13.1 At least once a year, the Processor will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices. In addition, Pulsant shall be entitled to conduct such an audit on reasonable notice if there is evidence of a Personal Data Breach or material non-compliance with this Agreement.

13.2 On Pulsant's written request, the Processor will make all of the relevant audit reports available to Pulsant for review. Pulsant will treat such audit reports as the Processor's confidential information under the Master Agreement.

13.3 The Processor will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by the Processor's management.

14 INDEMNIFICATION

14.1 The Processor agrees to indemnify, keep indemnified and defend at its own expense Pulsant against all costs, claims, damages or expenses incurred by Pulsant or for which Pulsant may become liable due to any failure by the Processor or its Staff, subcontractors or agents to comply with any of its obligations under this Agreement or the Data Protection Legislation.

14.2 Any limitation of liability set forth in the Master Agreement will not apply to this Agreement's indemnity or reimbursement obligations.

15 NOTICE

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

15.1.1 For Pulsant: compliance@pulsant.com; and

15.1.2 For the Processor: Privacy Officer.

15.2 Clause 15.1 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.

ANNEX A - INTERNATIONAL TRANSFERS

Where the Supplier Processes Personal Data on behalf of Pulsant and such Processing involves the transfer of Personal Data to a country outside the United Kingdom which is not subject to adequacy regulations under the UK GDPR, the parties shall comply with the international data transfer mechanism set out in the International Data Transfer Addendum to the European Commission's Standard Contractual Clauses for international transfers (the "**UK Addendum**"), issued by the UK Information Commissioner's Office under section 119A of the Data Protection Act 2018, which is hereby incorporated by reference into this Agreement.

The UK Addendum shall apply as follows:

- (a) The Approved EU SCCs shall be the European Commission's standard contractual clauses adopted by Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (Module Two – Controller to Processor);
- (b) Tables 1 to 4 of the UK Addendum shall be completed with the information set out in this Agreement;
- (c) Any revised version of the UK Addendum shall automatically apply from the date it comes into force unless otherwise agreed; and
- (d) The UK Addendum shall prevail over any other term of the Agreement or the Master Agreement in respect of a restricted transfer.

No further action shall be required by the parties to give full legal effect to the UK Addendum and the associated EU SCCs as incorporated.