

Data Protection Addendum**1. Definitions**

Defined terms in the Agreement shall have the same meaning in this DPA unless otherwise stated. The capitalised terms utilised in this DPA are defined below:

Client Personal Data means any Client Data that is Personal Data and protected by UK Data Protection Legislation.

Security Incident means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of Personal Data processed under this Agreement.

Sub-processor means any third Party engaged by EBC to process any Client Personal Data (excluding EBC employees or consultants).

UK GDPR means the retained part of Regulation 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

The terms **Controller**, **Data Subject**, **Personal Data**, **Processor**, and **processing**, have the meanings given to them in UK Data Protection Legislation.

2. INDEPENDENT CONTROLLER CLIENT DATA PROCESSING

- 2.1. The Parties acknowledge and agree that where they each process Client Personal Data as independent controllers they will do so in accordance with UK Data Protection Legislation.
- 2.2. Client will ensure that the information required under Article 14 of the UK GDPR is made available to any person who, in respect of that Personal Data, is a Data Subject (as defined in the UK Data Protection Legislation). Client agrees to assist EBC in discharging this obligation by (a) including a link in its privacy policy to EBC's privacy policy or (b) providing a copy of EBC's privacy policy to the data subjects whose Personal Data it shares with EBC for the purposes of EBC's employee benefits placement services.

3. COBTRROLLER TO PROCESSOR CLIENT DATA PROCESSING

- 3.1 The Parties acknowledge and agree that in providing the Platform Service, Client is the Controller and EBC is the Processor on behalf of Client of Client Personal Data and they will comply with this Section 3 of this DPA
- 3.2 EBC will process Client Personal Data only in accordance with Client's documented instructions and will not process Client Personal Data for its own purposes, except as set out in this DPA or where required by Applicable Law. The Agreement, including this DPA, constitute Client's complete and final instructions to EBC regarding the processing of Client Personal Data. Additional instructions outside the scope of such processing instructions (if any) require prior written agreement between the Parties.
- 3.3 Each Party shall comply with its obligations under UK Data Protection Legislation.
- 3.4 Without prejudice to the foregoing, Client is responsible for determining whether the Platform Services are appropriate for the storage and processing of Client Personal Data under UK Data

Protection Legislation and for the accuracy, quality and legality of the Client Personal Data and the means by which it acquired Client Personal Data. Client further agrees that it has provided notice and obtained all consents, permissions and rights necessary for EBC and its Sub-processors to lawfully process Client Personal Data for the purposes contemplated by the Agreement (including this DPA).

- 3.5 EBC shall promptly notify Client if it makes a determination that Client's instructions infringe UK Data Protection Legislation (but without obligation to actively monitor Client's compliance with UK Data Protection Legislation) and in such event, EBC shall not be obligated to undertake such processing until such time as the Client has updated its processing instructions and EBC has determined that the incidence of non-compliance has been resolved.
- 3.6 Details of Client Personal Data processing are set out in Annex 1 of this DPA.
- 3.7 Client grants EBC a general authorization to subcontract the processing of Client Personal Data to a Sub-processor. As at the date of this Agreement, the Sub-processors appointed by EBC are listed at Annex 2 of this DPA.
- 3.8 If EBC engages a new or replacement Sub-processor, EBC will (i) impose substantially the same data protection terms on any Sub-processor it engages as contained in this DPA; (ii) remain liable to Client for any breach of this DPA caused by an act, error or omission of such Sub-processor; and notify Client of any new or replacement Sub-processors.
- 3.9 EBC shall reasonably cooperate with Client to enable Client to respond to any requests, complaints or other communications from Data Subjects and Regulators or judicial bodies relating to the processing of Client Personal Data ("Requests"). EBC shall not be required to reply to any such Requests.
- 3.10 EBC will ensure that any personnel tasked with the processing of Client Personal Data are subject to an appropriate duty of confidentiality (whether a contractual or statutory duty) and that they process Client Personal Data only for the purpose of delivering the Platform Services.
- 3.11 EBC will implement and maintain reasonable and appropriate technical and organizational security measures as may be required in line with Article 32 of the UK GDPR with the aim of protecting Client Personal Data from Security Incidents.
- 3.12 In the event of a Security Incident, EBC shall inform Client without undue delay and will provide written details of the Security Incident to Client as required by UK Data Protection Legislation.
- 3.13 Client shall rely on the provision, by EBC of any certifications, third party audit report summaries and/or other relevant documentation it holds to verify EBC's compliance with this DPA (**Reports**). All Reports shall be provided annually upon written request by Client.
- 3.14 Where the information provided in paragraph 7.1, is in Client's reasonable opinion, not satisfactory to evidence EBC's compliance with this DPA, Client may provide EBC with thirty (30) days' prior written notice requesting that a third-Party conduct an audit of EBC's operations and facilities (**Audit**). The scope and timing of the Audit to be agreed between the Parties.
- 3.15 The Reports and the results of any Audit shall be subject to the confidentiality provisions of the Agreement.
- 3.16 Where EBC transfers any Client Personal Data outside of the UK, it shall do so in accordance with UK Data Protection Legislation.

Annex 1

DATA PROCESSING DETAILS

Detail	Description
Subject matter of the Personal Data Processing	Provision of Platform Services
Duration of the Personal Data Processing	For the duration of EBC's provision of the Services (as described above)
The nature and purpose of the Personal Data Processing	Collating and displaying employee benefits information to Client's employees. Contacting employees of Client to facilitate their access to the Platform Service. Facilitating functionality to allow Client and its employees to manage certain aspects of the Personal Data and employee benefits offering via the Platform Services.
The type of Personal Data Processing	Name, email address and password to access the Platform Services.
The categories of Data Subject	The Client's employees and directors and persons designated by them as their dependants and beneficiaries in relation to employee benefits offered

Annex 2

DETAILS OF SUB-PROCESSORS

Third Party Name	Services Provided	Country of Incorporation	Location of Protected Data
First Technology Holdings Ltd (Company No: 13712088) of 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ and (ii)	IT Service Providers	UK	UK
Microsoft Ireland Operations Limited, 70 SIR JOHN ROGERSON'S QUAY, Dublin, IE-D, D02 R296, Ireland	Cloud hosting of Azure	Ireland	UK
My Benefits World Ltd (Company number 10059362) of 10 Stadium Court, Stadium Road, Bromborough, Wirral, England, CH62 3RP	Platform provider	UK	UK