

## SUPPLIER DATA PROCESSING ADDENDUM

The terms used in this Addendum have the meanings set out in this document. Terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

### Definitions

1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

**“Addendum Effective Date”** means the effective date of the Principal Agreement.

**“Applicable Law”** means all laws or regulations, guidelines or industry standards or codes of practice which apply to this Addendum or its subject matter and are in force from time to time.

**“Authorised Sub-processors”** means (a) those Sub-processors set out in Annex 2 (Authorised Transfers of Controller Personal Data); and (b) any additional Sub-processors consented to in writing by Controller in accordance with Sub-processing section.

**“Controller”** is the NG Bailey company that has entered into the Principal Agreement.

**“Controller Personal Data”** means the data described in Annex 1 and any other Personal Data processed by the Processor on behalf of the Controller pursuant to or in connection with the Principal Agreement.

**“Data Protection Laws”** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**“DPA 2018”**) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all Applicable Law relating to the protection and/or use of personal data, privacy and the protection of personal data in electronic communications and direct marketing which apply to the Controller and/or the Processor and/or which may be applicable from time to time to the Principal Agreement including without limitation any Applicable Law which supersedes, amends or replaces any of the foregoing .

**“EEA”** means the European Economic Area.

**“EU GDPR”** means the General Data Protection Regulation ((EU) 2016/679) of the European Parliament and of the Council of 17 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

**“Erasure”** means the removal or destruction of Personal Data such that it cannot be recovered or reconstructed, and **“Erase”** shall be construed accordingly.

**“Personal Data Breach”** means a breach by the Processor of its obligations under this Addendum or a failure to comply with the Data Protection Laws or a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Controller Personal Data transmitted, stored or otherwise Processed.

**“Principal Agreement”** means the agreement between the Controller and the Processor incorporating this Addendum.

**“Processor”** means the subcontractor, supplier or consultant that has entered into the Principal Agreement with the Controller.

**“Process/Processing/Processed”, “Data Controller”, “controller”, “Data Processor”, “processor” “Data Subject”, “Personal Data”, “Special Categories of Personal Data”** and any further definition not included under this Addendum shall have the same meaning as in the Data Protection Laws.

**“Products”** means the products supplied by, or to be supplied, by the Processor to the Controller pursuant to the Principal Agreement.

**“Sub-processor”** means any processor (including any third party) engaged by the Processor to process Controller Personal Data on behalf of the Controller.

**“Services”** means the services supplied, or to be supplied, by the Processor to the Controller pursuant to the Principal Agreement.

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

## Data Processing Terms

2. In the course of providing the Services and/or Products to the Controller pursuant to the Principal Agreement, the Processor shall process Controller Personal Data on behalf of the Controller in accordance with the terms of this Addendum. The Processor shall comply with the provisions of this Addendum with respect to the Processing of any Controller Personal Data.
3. The subject matter, nature, purpose and duration of the Processing (as well as information on the types of Personal Data processed and categories of data subjects) is set out in Annex 1.
4. The Processor shall implement and maintain all the technical and organisational measures to comply with the requirements set forth in this Addendum and its Annexes and will comply with the express obligations of a processor under the Data Protection Laws including without limitation Articles 28(3)(a) to 28(3)(h) inclusive of the UK GDPR and/or EU GDPR (as applicable) as outlined below.

## Processing of Controller Personal Data

5. The Processor shall comply with its express obligations under Article 28(3)(a) of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, Processing Controller Personal Data on behalf of the Controller for the purposes of the Principal Agreement in accordance with the provisions of this Addendum and the Controller’s written documented instructions from time to time (including with regard to any international transfers of Controller Personal Data), unless Processing is required by Applicable Law or any regulatory body of competent jurisdiction (in which case the Processor shall inform the Controller of that legal requirement before Processing, unless prohibited by Applicable Law).
6. The Processor shall immediately inform the Controller if, in its reasonable opinion, an instruction to Process the Controller Personal Data infringes the Data Protection Laws.

## Reliability and Non-Disclosure

7. The Processor shall comply with its express obligations under Article 28(3)(b) of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, taking reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Controller Personal Data, ensuring in each case that access is strictly limited to those individuals who

require access to the relevant Controller Personal Data for performance of that individual's duties and is strictly limited to the extent required.

8. The Processor must ensure that all individuals who Process or have access to Controller Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality to keep the Controller Personal Data confidential.

### Personal Data Security

9. The Processor shall comply with its express obligations under Article 28(3)(c) of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Processor shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by processing the Controller Personal Data.
10. The Processor shall assist the Controller, at no additional cost, in ensuring compliance with its obligations under the Data Protection Laws with respect to security.

### Sub-Processing

11. As of the Addendum Effective Date, the Controller hereby authorises the Processor to engage those Sub-processors set out in Annex 2 (Authorised Transfers of Controller Personal Data). Processor shall comply with its express obligations under Articles 28(2), 28(4) and 28(3)(d) of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, engaging any Sub-processors to Process Controller Personal Data only with the prior written consent of Controller, which Controller may refuse with absolute discretion.
12. With respect to each Sub-processor, the Processor shall complete Annex 2 with full details of the Processing, carry out due diligence on each Sub-processor and shall enter into a written contract with each Sub-processor which contains terms that are equivalent to those set out in this Addendum prior to carry out any Processing of the Controller Personal Data. The Processor shall ensure that each Sub-processor complies with the terms of such contract.
13. Insofar as any Sub-processor will or may transfer or Process any Controller Personal Data outside of the UK or EEA, the Processor must notify the Controller prior to any such transfer or Processing and the Processor and each Sub-processor shall comply with the provisions of this Addendum in relation to cross-border transfers of Controller Personal Data to ensure the adequate protection of the Controller Personal Data.
14. The Processor remains fully liable to the Controller for any failure by each Sub-processor to fulfil its obligations in relation to the Processing of any Controller Personal Data (including any breach of this Addendum) and all acts or omissions of any Sub-processor.

### Data Subject Rights

15. The Processor shall, at no additional cost, cooperate as requested by the Controller to enable the Controller to comply with any exercise of rights by a Data Subject under any Data Protection Laws with respect to Controller Personal Data and comply with or respond to any assessment, complaint, enquiry, notice or investigation under any Data Protection Laws with respect to Controller Personal Data or this Addendum.

### Personal Data Breach

16. The Processor shall comply with its express obligations under Article 28(3)(f) and Article 33 of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, notifying the Controller without undue delay and, in any case, within twenty-four (24) hours upon becoming aware of or reasonably suspecting a Personal Data Breach and shall provide the Controller with such details of the Personal Data Breach as are required by the Controller.

17. The Processor shall co-operate, at no additional cost, with the Controller and take such reasonable steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each Personal Data Breach and any other measures to be taken in response to a Personal Data Breach and shall provide such assistance as the Controller may require to allow it to inform a regulator (including without limitation the Information Commissioner's Office) or a Data Subject of a Personal Data Breach.

### **Data Protection Impact Assessment and Prior Consultation**

18. The Processor shall comply with its express obligations under Article 28(3)(f) of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, providing reasonable assistance to the Controller with any data protection impact assessments which are required under Article 35 of the UK GDPR and/or EU GDPR (as applicable) and with any prior consultations to any supervisory authority of the Controller which are required under Article 36 of the UK GDPR and/or EU GDPR (as applicable), in each case solely in relation to Processing of Controller Personal Data by the Processor on behalf of the Controller and considering the nature of the processing and information available to the Processor.

### **Erasure or return of Controller Personal Data**

19. The Processor shall comply with its express obligations under Article 28(3)(g) of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, promptly and, in any event, within 90 (ninety) calendar days of the earlier of: (i) cessation of Processing of Controller Personal Data by Processor; or (ii) termination of the Principal Agreement, at the choice of Controller (such choice to be notified to Processor in writing) either return the Controller Personal Data to the Controller or securely Erase all and any of the Controller Personal Data processed by Processor or any Authorised Sub-processor.
20. The Processor may retain Controller Personal Data to the extent and for so long as required by Applicable Law in which case the provisions of this Addendum shall apply to such retained Controller Personal Data.

### **Audit rights**

21. The Processor shall comply with its express obligations under Article 28(3)(h) of the UK GDPR and/or EU GDPR (as applicable), including but not limited to, making available to the Controller, upon request, all information necessary to demonstrate compliance with this Addendum and/or the Data Protection Laws and allow for, and contribute to audits, including inspections by the Controller or another auditor mandated by the Controller of any premises where the Processing of Controller Personal Data takes place.

### **Codes of Conduct and Certification**

22. At the request of the Controller, the Processor shall comply with any Code of Conduct approved pursuant to Article 40 of the UK GDPR and/or EU GDPR (as applicable) and obtain any certification approved by Article 42 of the UK GDPR and/or EU GDPR (as applicable), to the extent that they relate to the processing of Controller Personal Data.

### **Cross-border transfers of Personal Data**

23. The Processor (and any Sub-processor) must not transfer or otherwise Process the Controller Personal Data outside the UK or the EEA unless the prior written consent of the Controller is obtained (which may be refused in the Controller's sole discretion) and the Processor (and any Sub-Processor) complies with its obligations under the Data Protection Laws including (without limitation) by providing an adequate level of protection to any Controller Personal Data that is transferred by the Processor (or any Sub-processor) to Restricted Countries. Restricted Countries are countries outside the EEA and the United Kingdom that do not have a decision of adequacy for the protection of Personal Data from the European Commission, or which are not subject to adequacy regulations under the Data Protection Laws in the UK (as applicable). The Processor shall provide the Controller with a copy of any standard contractual clauses or data transfer agreements, as Data Protection Laws require, entered into by the Processor and/or any Sub-processor in respect of the Controller Personal Data.

## General Terms

24. Any obligation imposed on the Processor under this Addendum in relation to the Processing of Personal Data shall survive any termination or expiration of the Principal Contract and/or the Principal Agreement.
25. Any breach of this Addendum shall constitute a material breach of the Principal Agreement.
26. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including but not limited to the Principal Agreement, the provisions of this Addendum shall prevail with regard to the parties' data protection obligations for Personal Data of a Data Subject.
27. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
28. A reference to a statute or statutory instrument is a reference to is as amended, extended, or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
29. Any words following the terms **including, include, in particular, for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related words.

## ANNEX 1: DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Controller Personal Data as required by Article 28(3) of the UK GDPR and/or EU GDPR (as applicable).

*Subject matter and duration of the Processing of Controller Personal Data is as follows:*

Subject Matter	Duration of Processing
Principal Agreement The Products/Services purchased by the Controller, as detailed in the Principal Agreement, including but not limited to:	Unless otherwise stated, the duration of the Processing of the Controller Personal Data will be the same as the duration of the supply of Products/ Services under the Principal Agreement. Otherwise, the duration of the Processing is: [Insert details]
1. [Insert details]	
2. [Insert details]	
3. [Insert details]	
4. [Insert details]	
5. [Insert details]	

*The nature and purpose of the Processing of Controller Personal Data is as follows:*

Nature	Purpose
Sending, receiving, and storing emails, letters and other written communications.	To assist management of the Principal Agreement.
Collecting, collating, and storing records of hours worked, time charged, and expenses incurred by employees, consultants, agents, subsubcontractors, subsuppliers, business partners, and other project stakeholders.	To assist management of the Principal Agreement.
Creating, using, and storing organograms, job titles, qualifications, contact details, and work locations of employees, consultants, agents, subsubcontractors, subsuppliers, business partners, and other project stakeholders.	To assist management of the Principal Agreement.
Other (specify)	

*The types of Controller Personal Data to be Processed are as follows:*

Names
Employer
Employment status (e.g. employee, consultant, agent, subsubcontractor, subsupplier, business partner, other project stakeholder)
Work qualifications
Contact details

Hours worked on the project

Hourly rate or other basis of charge for services

Other (specify)

*The Categories of Data Subject to whom the Controller Personal Data relates are as follows:*

Employees

Consultants

Agents

Subsubcontractors

Subsupplier

Business Partners

Other project stakeholders

Other (specify)

**ANNEX 2: AUTHORISED TRANSFERS OF CONTROLLER PERSONAL DATA**

List of Approved Sub-processors as at the Addendum Effective Date to be included in the Principal Agreement in the form set out below including the (i) full legal name; (ii) processing activity; (iii) location of service centre(s).

No.	Authorised Sub-processor (full legal name)	Processing activity	Location of service centre(s)
1.	[Insert details]	[Insert details]	[Insert details]
2.			
3.			
4.			
5.			