

SUPPLIER DATA PROCESSING ADDENDUM [v1.3 20180924]

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 Purchase Order. Except as modified below, the terms of the Purchase Order shall remain in full force and effect.

Definitions

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 Purchase Order.

“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 Purchase Order.

“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 Purchase Order.

“Data Protection Laws” means EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR”) as well as any local data protection laws that may be applicable from time to time to the Principal Contract.

“EEA” means the European Economic Area.

“Erasure” means the removal or destruction of Personal Data such that it cannot be recovered or reconstructed.

“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 leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Controller Personal Data transmitted, stored or otherwise processed.

“Purchase Order” means the agreement between the Controller and the Processor incorporating this Addendum.

“Processor” means the subcontractor, supplier or consultant that has entered into the Purchase Order with the Controller. Purchase Order

“Process/Processing/Processed”, “Data Controller”, “Data 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 EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“GDPR”).

“Products” means the products supplied by, or to be supplied, by the Processor to the Controller pursuant to the Purchase Order.

“Sub-processor” means any Data Processor (including any third party) appointed 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 Purchase Order.

“Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to Processors established in third countries, as approved by the European Commission

Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these.

"Third Country" means any country outside EU/EEA, except where that country is the subject of a valid adequacy decision by the European Commission on the protection of Personal Data in Third Countries.

Data Processing Terms

1. In the course of providing the Services and/or Products to the Controller pursuant to the Purchase Order, 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 following provisions with respect to any Controller personal data.
2. 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.
3. The Processor shall 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 Articles 28(3)(a) to 28(3)(h) of the GDPR as outlined below:

Processing of Controller Personal Data

1. Processor shall comply with its express obligations under Article 28(3)(a), including but not limited to, processing Controller Personal Data for the purposes of the Purchase Order in accordance with the Controller's written instructions, unless processing is required by European Union or Member State law to which the Processor is subject.

Reliability and Non-Disclosure

1. Processor shall comply with its express obligations under Article 28(3)(b), 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.
2. The Processor must ensure that all individuals which have a duty to process Controller Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Personal Data Security

1. Processor shall comply with its express obligations under Article 28(3)(c), 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 appropriate technical and organisational measures to ensure a level of Controller Personal Data security appropriate to the risk.

Sub-Processing

1. 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), including but not limited to, engaging any Data Sub-Processors to Process Controller Personal Data only with the prior written consent of Controller, which Controller may refuse with absolute discretion.
2. 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 include terms in the contract between the Processor and each Sub-processor which are equivalent to those set out in this Addendum.
3. Insofar as that contract involves the transfer of Controller Personal Data outside of the EEA, the Processor must notify the Controller in order to incorporate the Standard Contractual Clauses or such other mechanism as directed by the Controller into the contract between the Processor and each Sub-processor to ensure the adequate protection of the transferred Controller Personal Data.

4. Remain 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.

Data Subject Rights

1. The Processor shall 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 any assessment, enquiry, notice or investigation under any Data Protection Laws with respect to Controller Personal Data or this Addendum.

Personal Data Breach

1. Processor shall comply with its express obligations under Article 28(3)(f) and Article 33, 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.
2. The Processor shall co-operate 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.

Data Protection Impact Assessment and Prior Consultation

1. Processor shall comply with its express obligations under Article 28(3)(f), including but not limited to, providing reasonable assistance to the Controller with any data protection impact assessments which are required under Article 35 of GDPR and with any prior consultations to any supervisory authority of the Controller which are required under Article 36 of GDPR, 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

1. Processor shall comply with its express obligations under Article 28(3)(g), 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 Purchase Order, at the choice of Controller (such choice to be notified to Processor in writing) either return a complete copy of the Controller Personal Data to the Controller or securely wipe all copies of Controller Personal Data processed by Processor or any Authorised Sub-processor.
2. Processor may retain Controller Personal Data to the extent required by the European Union or Member State law.

Audit rights

1. Processor shall comply with its express obligations under Article 28(3)(h), including but not limited to, making available to the Controller, upon request, all information necessary to demonstrate compliance with this Addendum 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

1. At the request of the Controller, the Processor shall comply with any Code of Conduct approved pursuant to Article 40 of GDPR and obtain any certification approved by Article 42 of EU GDPR, to the extent that they relate to the processing of Controller Personal Data.

General Terms

1. 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.
2. Any breach of this Addendum shall constitute a material breach of the Purchase Order.
3. 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 Purchase Order, the provisions of this Addendum shall prevail with regard to

the parties' data protection obligations for Personal Data of a Data Subject from a Member State of the European Union.

4. 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.
5. In accordance with Article 26(2) of Directive 95/46/EC the Processor shall enter into the Standard Contractual Clauses prior to transfer of any Personal Data to processors established in a Third Country. A copy of the executed agreement shall be provided to the Controller by the Processor prior to transfer of Personal Data to a Third Country.

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) GDPR.

Subject matter and duration of the Processing of Controller Personal Data

is as follows :

| Subject Matter | Duration of Processing |
|---|--|
| Purchase Order The goods/services purchased by the Controller, as detailed in the Purchase Order, including but not limited to: <ol style="list-style-type: none">1. [Insert details]2. [Insert details]3. [Insert details]4. [Insert details]5. [Insert details] | The duration of the Processing of the Controller Personal Data should not exceed any expiration date or termination date in the Purchase Order. The duration of the Processing is: [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 Purchase Order. |
| 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 Purchase Order. |
| Creating, using, and storing organograms, job titles, contact details, and work locations of employees, consultants, agents, subsubcontractors, subsuppliers, business partners, and other project stakeholders. | To assist management of the Purchase Order. |
| 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 Purchase Order 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. | | | |