

Data Processing Agreement

The Data Controller and the Data Processor hereby agree as follows:

1. Interpretation

1.1 For the purposes of this Data Processing Agreement:

“**Agreement**” means the Agreement for the Provision of Cloud Services, Program and Professional Services to which this Data Processing Agreement is attached, as amended from time to time.

“**Data Controller**” for the purposes of this Data Processing Agreement shall mean the Customer as defined in the Agreement.

“**Data Processor**” for the purposes of this Data Processing Agreement shall mean the Supplier as defined in the Agreement.

1.2 Terms used in this Data Processing Agreement but not otherwise defined herein shall have the meaning given to them in the Agreement.

2. Subject matter of this Data Processing Agreement

2.1 This Data Processing Agreement is to ensure that the proper arrangements are in place in relation the processing of Personal Data by the Data Processor provided by the Data Controller in accordance with the Agreement and in connection with the delivery of the Cloud Services and Services thereunder, as such terms are defined in the Agreement (the Cloud Services and the Services together referred to in this Data Processing Agreement as the “**Services**”).

2.2 The term “**Data Protection Legislation**” shall mean all privacy and data protection laws applicable to the Personal Data and the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time as well as any successor legislation to the GDPR.

2.3 Terms such as “**processing**” (or derivatives of), “**Personal Data**”, “**Data Controller**”, “**Data Processor**”, “**Data Subject**” and “**appropriate technical and organizational measures**” shall have the meaning given to them in the Data Protection Legislation.

2.4 Insofar as the Data Processor will be processing Personal Data subject to Data Protection Legislation on behalf of the Data Controller in the course of providing the Services to the Data Controller, the terms of this Data Processing Agreement shall apply. An overview of the categories of Personal Data, the types of Data Subjects, and purposes for which the Personal Data are being processed is provided in Annex 2.

3. The Data Controller and the Data Processor

3.1 Both the Data Controller and Data Processor will comply with all applicable requirements of the Data Protection Legislation.

3.2 The Data Controller will determine the scope, purposes, and manner by which the Personal Data may be accessed or processed by the Data Processor. The Data Processor will process the Personal Data only as set forth in Data Controller’s written instructions.

3.3 The Data Processor will only process the Personal Data on documented instructions of the Data Controller in such manner as - and to the extent that - this is appropriate for the provision of the Services, except as required to comply with a legal obligation to which the Data Processor is subject. In such a case, the Data Processor shall inform the Data Controller of that legal obligation before processing, unless that law explicitly prohibits the furnishing of such Information to the Data Controller.

- 3.4 The Data Processor is providing the Services in order that the Data Controller benefits from the expertise of the Data Processor in securing and processing the Personal Data for the purposes set out in Annex 2. The Data Processor shall be allowed to exercise its own discretion in the selection and use of such means as it considers necessary to pursue those purposes, subject to the requirements of this Data Processing Agreement.
- 3.5 Data Controller shall ensure that it has all necessary rights to provide the Personal Data to Data Processor for the Processing to be performed in relation to the Services. To the extent required by Data Protection Legislation, Data Controller is responsible for ensuring that any necessary Data Subject consents to this Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by the Data Subject, Data Controller is responsible for communicating the fact of such revocation to the Data Processor, and Data Processor remains responsible for implementing any Data Controller instruction with respect to the further processing of that Personal Data.

4. Confidentiality

Without prejudice to any existing contractual arrangements between the Parties, the Data Processor shall treat all Personal Data as strictly confidential and it shall ensure all its employees, agents and/or sub-processors engaged in processing the Personal Data are obliged to keep the Personal Data confidential.

5. Security of Processing

- 5.1 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, without prejudice to any other security standards agreed upon by the Parties, the Data Controller and Data Processor shall implement appropriate technical and organisational measures to ensure a level of security of the processing of Personal Data appropriate to the risk. These measures shall include as appropriate:
- a) measures to ensure that the Personal Data can be accessed only by authorised personnel for the purposes set forth in Annex 2 of this Data Processing Agreement;
 - b) in assessing the appropriate level of security account shall be taken in particular of all the risks that are presented by processing, for example from accidental or unlawful destruction, loss, or alteration, unauthorised or unlawful storage, processing, access or disclosure of Personal Data;
 - c) the pseudonymisation and encryption of personal data;
 - d) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - e) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - f) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data; and
 - g) measures to identify vulnerabilities with regard to the processing of Personal Data in systems used to provide services to the Data Controller.
- 5.2 Each party will be separately responsible for completing any necessary data protection impact assessments, including any consultation with a regulator. Where requested by either party, the other party shall provide that party with such assistance and Information as may be reasonably required for them to comply with such obligations.

6. Improvements to Security

6.1 The Data Controller acknowledges that the technical and organizational measures set out in Clause 4 above are subject to technical progress and development. The Data Processor may implement adequate alternative measures without advance notification to the Data Controller, provided that they are no less adequate than the level of security provided by the specified measures accepted by the Data Controller at the time of entering into this Data Processing Agreement.

7. Data Transfers

7.1 The Data Controller hereby consents to the Data Processor processing or transferring Personal Data under this Data Processing Agreement to a country outside of the European Economic Area for the purposes of the processing activities contemplated by this Data Processing Agreement (including, for the avoidance of doubt, transferring such Personal Data to any sub-processor located in a country outside the European Economic Area where such sub-processor has been appointed in accordance with the terms of this Data Processing Agreement) provided that the necessary requirements under Data Protection Legislation of such an international transfer are met, including: providing appropriate safeguards in relation to the transfer, ensuring the data subject has enforceable rights and effective legal remedies, providing an adequate level of protection to any Personal Data that is transferred and complying with reasonable instructions notified to it in advance by the Data Controller with respect to processing the Personal Data.

7.2 To the extent that the Data Controller or the Data Processor are relying on a specific statutory mechanism to normalize international data transfers that is subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, the Data Controller and the Data Processor agree to cooperate in good faith to promptly terminate the transfer or to pursue a suitable alternate mechanism that can lawfully support the transfer.

8. Security incidents, Data Subject rights and other requests

8.1 When the Data Processor becomes aware of an incident that impacts the Processing of the Personal Data that is the subject of this Data Processing Agreement, it shall notify the Data Controller without undue delay about the incident, shall assist the Data Controller, with regard to such incidents, in order to enable the Data Controller to perform a thorough investigation into the incident, to formulate a correct response, and to take suitable further steps in respect of the incident. Each party shall bear its own costs in relation to investigating and responding to an incident and such further steps as contemplated under this Clause 8.

8.2 The term “**incident**” used in Clause 8.1 shall be understood to mean in any case:

- a) a complaint or a request with respect to the exercise of a Data Subject’s rights under Data Protection Legislation;
- b) an investigation into or seizure of the Personal Data by a regulator or supervisory authority, or a specific indication that such an investigation or seizure is imminent;
- c) any unauthorised or accidental access, processing, deletion, loss or any form of unlawful processing of the Personal Data;
- d) any breach of the security and/or confidentiality as set out in Clauses 3 and 4 of this Data Processing Agreement leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data, or any indication of such breach having taken place or being about to take place;
- e) where, in the opinion of the Data Processor, implementing an instruction received from the Data Controller would violate applicable laws to which the Data Controller or the Data Processor are subject.

The Data Processor shall have in place written procedures which enable it to promptly respond to the Data Controller about an incident.

8.3 Any notifications made to the Data Controller pursuant to this Clause 7 shall be addressed to the employee of the Data Controller whose contact details are provided in Annex 1 of this Data Processing Agreement, and shall contain:

- a) a description of the nature of the incident, including where possible the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
- b) the name and contact details of the Data Processor's data protection officer or another contact point where more Information can be obtained;
- c) a description of the likely consequences of the incident; and
- d) a description of the measures taken or proposed to be taken by the Data Processor to address the incident including, where appropriate, measures to mitigate its possible adverse effects.

9. Contracting with Sub-processors

9.1 The Data Controller consents to the Data Processor appointing any Sub-processor of Personal Data under this Data Processing Agreement. The Data Processor shall ensure that any Sub-processors it appoints are bound by the same or equivalent data protection obligations of the Data Processor under this Data Processing Agreement, shall supervise compliance thereof, and must in particular impose on its Sub-processors the obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation.

10. Returning or Destruction of Personal Data

10.1 Upon termination of this Data Processing Agreement or upon the Data Controller's written request, or upon fulfilment of all purposes agreed in the context of the provision of the Services whereby no further processing is required, the Data Processor shall, at the direction of the Data Controller, either delete, destroy or return all Personal Data to the Data Controller and destroy or return any existing copies.

10.2 The Data Processor shall notify all Sub-processors supporting its own processing of the Personal Data of the termination of the Data Processing Agreement and shall ensure that all such third parties shall either destroy the Personal Data or return the Personal Data to the Data Controller, as instructed by the Data Controller.

11. Assistance to Data Controller

11.1 The Data Processor shall assist the Data Controller in the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights under the Data Protection Legislation.

11.2 The Data Processor shall assist the Data Controller in ensuring compliance with the obligations pursuant to Clause 4 (Security of Processing) and prior consultations with the regulatory or supervisory authorities required under Article 36 of the GDPR or relevant Data Protection Legislation, taking into account the nature of processing and the Information available to the Data Processor.

11.3 The Data Processor shall make available to the Data Controller all Information necessary to demonstrate compliance with the Data Processor's obligations and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.

12. Indemnity

To the extent permissible by law, the Data Controller shall indemnify the Data Processor for any loss, liability, costs (including legal costs), damages or expenses incurred by the Data Processor directly or indirectly resulting from the Data Controller's breach of its obligations

under this Data Processing Agreement or the Data Controller's breach of its obligations under the Data Protection Legislation, including the costs and expenses of dealing with private claims or regulatory enforcement.

13. Duration and Termination

- 13.1 This Data Processing Agreement shall come into effect on the Effective Date of the Agreement.
- 13.2 Termination or expiration of this Data Processing Agreement shall not discharge the Data Processor from its confidentiality obligations pursuant to Clause 3.
- 13.3 The Data Processor shall process Personal Data until the end of the Subscription Term, unless instructed otherwise by the Data Controller, or until such data is returned or destroyed on instruction of the Data Controller.

14. Miscellaneous

- 14.1 This Data Processing Agreement is governed by the laws of England. Any disputes arising from or in connection with this Data Processing Agreement shall be brought exclusively before the competent court of England.

Annex 1: Contact Information

Contact Information of the data protection officer/compliance officer of the Data Controller.

As specified in the Schedule to the Agreement

Contact Information of the data protection officer of the Data Processor.

Head of Data Protection
Glory Global Solutions (International) Limited
Infinity View
1 Hazelwood
Lime Tree Way
Chineham
Basingstoke
Hampshire
RG24 8WZ
UK

DPO@Glory-Global.com

Annex 2: Processing, Personal Data and Data Subjects

Processing by the Data Processor

Scope

Processing Customer Personal Data for the provisioning and access to the appropriate GGS cloud services. Personal Data may also be collected through the on-premise client tool.

Nature and purpose

Processing of Personal Data is required for the performance of the Agreement between the parties to which this Data Processing Agreement is attached. Processing of Personal Data is limited to the activities within the scope.

Duration

Processing of Personal Data will be for the duration and terms of the Agreement

Data subjects

Personal Data processed may concern the following categories of Data Subjects:

Data Subjects as provided by the customer, this may include customer employees, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners or any other person associated with the customer.

Categories of data

Personal Data processed may concern the following categories of data (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Name | <input checked="" type="checkbox"/> Address (optional) | <input checked="" type="checkbox"/> email address |
| <input type="checkbox"/> Personal email address | <input checked="" type="checkbox"/> Phone number (optional) | <input type="checkbox"/> Personal phone number |
| <input type="checkbox"/> Date of birth | <input type="checkbox"/> Social security number | <input type="checkbox"/> Passport Information |
| <input type="checkbox"/> Family Information | <input type="checkbox"/> Next of kin | <input type="checkbox"/> Gender |
| <input type="checkbox"/> Driving license Information | <input type="checkbox"/> Financial Information | <input type="checkbox"/> Other (specify below) |

Special categories of data (if appropriate)

Non-Applicable