NOVOSCO DATA PROCESSING ADDENDUM

DATE OF THIS DATA PROCESSING ADDENDUM:	25 May 2018
CONTROLLER NAME:	Novosco
CONTROLLER ADDRESS:	Concourse Building 3, Queens Road, Belfast, BT3 9DT
CONTROLLER CONTACT DETAILS:	Susan Hill, susan.hill@novosco.com +44 2890 454433
PROCESSOR CONTACT DETAILS:	

By signing this Data Processing Addendum both the Processor and the Controller (each a **party** and together the **parties**) identified above agree to vary the agreement(s) (**Original Agreement(s)**) entered into between them and dated with the Original Agreement(s) Date(s) (as identified above) from the Date Of This Data Processing Addendum (as identified above).

Accordingly, from such date, each Original Agreement shall be varied to include the terms of this Data Processing Addendum, and each Original Agreement and this Data Processing Addendum shall be construed and read together as one document.

FOR THE CONTROLLER	FOR THE PROCESSOR
Authorised Signature:	Authorised Signature:
Date: 25/5/18	Date:
Please Print Name: Susan Hill	Please Print Name:
Position: Operations Manager	Position:

1. DEFINITIONS AND INTERPRETATIONS

1.1. In this Data Processing Addendum the following definitions shall apply:

controller shall have the meaning given in Article 4 of the GDPR.

the Controller means the party identified as such on page 1.

Controller Data means any Personal Data provided to Processor by Controller for processing as processor in accordance with the terms of the Original Agreement(s).

Data Subject means an identified or identifiable natural person who is the subject of any Controller Data.

Data Protection Laws means any and/or all applicable domestic and foreign laws, rules, directives and regulations, on any local, provincial, state or deferral or national level, pertaining to data privacy, data security and/or the protection of Personal Data, including the Data Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC (and respective local implementing laws) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on Privacy and Electronic Communications), including any amendments or replacements to them, including the GDPR.

GDPR means General Data Protection Regulation (EU) 2016/679 as in force from time to time as transposed into domestic legislation of the United Kingdom and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR.

Personal Data shall have the meaning given in Article 4 of the GDPR.

processor shall have the meaning given in Article 4 of the GDPR.

the Processor means **NOVOSCO LTD** a company registered in Northern Ireland under number NI028408 whose registered office is at Concourse Building 3, Queens Road, Belfast BT3 9DT.

Service means the services provided by the Processor in accordance with the terms of the Original Agreement.

Sub-processor means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data.

Supervisory Authority shall have the meaning given in Article 4 of the GDPR.

1.2. In this Data Protection Addendum, reference to a clause is to a clause of this Data Protection Addendum (save to the extent expressly stated otherwise); the clause headings do not affect the interpretation of this Data Protection Addendum; words in the singular include the plural and in the plural include the singular; a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it; references to **including** and **include(s)** shall be deemed to mean respectively **including without limitation** and **include(s) without limitation.**

2. **CONTROLLER OBLIGATIONS**

2.1. The Controller warrants and represents to the Processor that:

2.1.1. the Controller will comply with all Data Protection Laws;

2.1.2. all instructions provided to the Processor in relation to the processing of Controller Data are lawful and are provided in accordance with the Data Protection Laws;

2.1.3. it shall only provide instructions to the Processor that are in accordance with the terms of the Original Agreement(s) and this Data Processing Addendum; and

2.1.4. all Controller Data is sourced lawfully and that it is solely responsible for determining the purpose for which the Controller Data may be processed by the Processor.

2.2. The Controller acknowledges and agrees that the Processor is reliant on the Controller for direction as to the extent to which the Controller is entitled to use and process the Controller Data. Consequently, the Processor shall not be liable for any claim brought by a subject of Controller Data and arising from any breach by the Processor of the Data Protection Laws to the extent that such action or omission resulted from the Controller's instructions.

3. PROCESSOR OBLIGATIONS

3.1. The Processor acting as processor shall:

3.1.1. only carry out processing of Controller Data in accordance with the Controller's documented instructions, including where relevant for transfers of Controller Data outside the European Economic Area (EEA) or to an international organisation (unless the Processor is otherwise required to process Controller Data by European Union, Member State and/or UK law to which the Processor is subject, in which case the Processor shall inform the Controller of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Controller if, in the Processor's opinion, any instruction given by the Controller to the Processor infringes Data Protection Laws;

3.1.2. notify the Controller without undue delay of any requests received from a Data Subject exercising their rights under Data Protection Laws and, taking into account the nature of the processing, assist the Controller by taking appropriate technical and organisational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Data Protection Laws, including responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;

3.1.3. take all security measures required in accordance with Data Protection Laws (including Article 32 GDPR), and at the request of the Controller provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction of, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;

3.1.4. taking into account the nature of the processing and the information available to the Processor, use all measures to assist the Controller in ensuring compliance with the Controller's obligations to;

3.1.4.1. keep Personal Data secure (Article 32 GDPR);

3.1.4.2. notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);

3.1.4.3. advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);

3.1.4.4. carry out data protection impact assessments (Article 35 GDPR); and

3.1.4.5. consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).

3.1.5.   without undue delay, inform the Controller of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Controller Data transmitted, stored or otherwise processed. The Processor accepts and acknowledges that the Controller shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by the Processor under Data Protection Laws, including but not limited to any communications with a Supervisory Authority. the Processor agrees not to act in any way upon such disclosure without the prior written consent of the Controller;

3.1.6.   make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Data Processing Addendum and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller as set out in clause 4; and

3.1.7.   in addition to the confidentiality obligations contained within the Original Agreement(s), ensure that persons authorised to process the Controller Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2.   On expiry or termination of the Original Agreement(s), the Processor shall immediately cease to use Controller Data (and all existing copies) and shall arrange for its safe return or destruction as shall be required by the Controller (unless European Union, Member States and/or UK law requires storage of any Personal Data contained within the Controller Data or an exemption under GDPR applies).

4.   AUDIT RIGHTS

4.1.   Upon the Controller's reasonable request, the Processor agrees to provide the Controller with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this Data Processing Addendum) which will enable it to verify and monitor the Processor's compliance with its data protection and security obligations under the terms of this Data Processing Addendum, within 14 days of receipt of such request, and to notify the Controller of the person within the Processor's organisation who will act as the point of contact for provision of the information required by the Controller.

4.2.   Where, in the reasonable opinion of the Controller, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR, the Controller will be entitled, upon reasonable prior written notice to the Processor and upon reasonable grounds, to conduct an on-site audit of the Processor's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this Data Processing Addendum.

4.3.   Any audit carried out by the Controller will be conducted in a manner that does not disrupt, delay or interfere with the Processor's performance of its business. The Controller shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Original Agreement(s).

5.   USE OF SUB-PROCESSORS

5.1.   The Controller provides its consent for the Processor to use Sub-processors in the delivery of the Services. Where the Processor uses any other third party the Processor shall:

5.1.1.   enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this Data Processing Addendum to the extent applicable to the nature of the services provided by such Sub-processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR;

5.1.2.   shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this Data Processing Addendum; and

5.1.3.   the Processor shall inform the Controller of any intended changes concerning the addition or replacement of a Sub-processor with access to Controller Data and give the Controller the opportunity to object to such changes.

6.   TRANSFERS OF PERSONAL DATA TO NON-EEA COUNTRIES

6.1.   The Processor shall not cause or permit any Controller Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of the Processor transferring Controller Data to an End User whose organisation is based outside of the EEA in which case, the relevant provisions of this clause 6 shall apply.

6.2.   **Transfers of Personal data where the End User is established outside of the EEA** – Where a transfer outside of the EEA is necessary for the purposes of the Processor transferring Controller Data to an End User whose organisation is established outside of the EEA, the Parties acknowledge and accept that the End User shall either provide adequate safeguards as set out in Article 46 GDPR or rely on one of the derogations for specific situations set out in Article 49 GDPR to transfer Personal Data to a third country or an international organisation.

6.3.   **Transfers of Personal Data where both the Controller and End User are established outside of the EEA** – The Parties acknowledge and accept that where both the Controller and End User are established outside of the EEA and where their processing activities do not fall within the scope of Article 3(2) of the GDPR, the Processor shall only provide adequate safeguards insofar as their own legal obligations under the GDPR are concerned.

7.   MISCELLANEOUS

7.1.   This Data Processing Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of Northern Ireland and subject to any dispute resolution procedure as set out in the Original Agreement(s), both Parties submit to the non-exclusive jurisdiction of the Northern Irish courts.

7.2.   A person who is not a Party to this Data Processing Addendum has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce the provisions of this Data Processing Addendum.

7.3.   Where applicable, the Parties agree that if, upon review following GDPR coming into force, the provisions of this Data Processing Addendum do not comply with GDPR then both Parties agree to cooperate in good faith to re-negotiate the terms of this Data Processing Addendum to ensure compliance with GDPR.