

INSTRUCT SERVICE - DATA PROTECTION ANNEX

- 1.1 In this Annex the following terms shall have the following meanings:
- 1.1.1 **Agreement** means the Terms and Conditions of Supply of CPA Global within your Renewal Notice;
- 1.1.2 **Applicable Data Protection Laws** means all national, international and local laws, regulations and rules by any government, agency or authority relating to data protection and privacy which are applicable to CPA Global or the Customer, including but not limited to The General Data Protection Regulation (Regulation (EU) 2016/679), (GDPR);
- 1.1.3 **Data Subject** means a natural person, who can be identified, directly or indirectly, in particular by reference to an identifier;
- 1.1.4 **Personal Data** means any information relating to a Data Subject such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- 1.1.5 **Sub processor** means any processor engaged by CPA Global (or by any of our other sub processors) who agrees to receive from us (or from any of our other sub processors) personal data exclusively intended for processing activities to be carried out on behalf of you;
- 1.2 If we process any Personal Data on your behalf when performing our obligations under the Agreement, you agree that the intention is that you shall be the data controller and we shall be a data processor for the purposes of the Applicable Data Protection Laws. For the avoidance of doubt, you agree that we also process Personal Data for certain internal purposes, such as risk management and quality reviews, internal financial accounting, information technology and other administrative support services. Where we are processing Personal Data for our own internal purposes, we are acting as a data controller, and not a data processor.
- 1.3 The subject-matter, duration and the nature and purpose of the processing are set out within this Agreement and the Schedule(s). The type of personal data we shall process shall be low risk, (being not of a special category) Personal Data relating to Data Subjects that is required to fulfil the intellectual property management Services set out within this Agreement.
- 1.4 Where we are acting as your data processor;
- i. You acknowledge and agree that the Personal Data may be transferred or stored outside the EEA in order for us to provide the Services and carry out our other obligations under the Agreement. Such transfers will take place in accordance with Applicable Data Protection Legislation;
 - ii. You warrant that you are entitled to transfer the Personal Data to us so that we may lawfully use, process and transfer the Personal Data in accordance with the Agreement on your behalf and as instructed;
 - iii. You shall ensure that the relevant data subjects and third parties have been informed of, and where relevant, have given their consent to, such use, processing and transfer as required by all Applicable Data Protection Laws;
 - iv. We shall process the Personal Data in accordance with the terms of this Agreement and any lawful documented clear instructions reasonably given by you from time to time;
 - v. We shall both take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or its accidental loss, destruction or damage;
 - vi. We shall ensure that persons within CPA Global who are authorised to process the Personal Data on your behalf shall commit themselves to confidentiality, or will be under an appropriate obligation of confidentiality;
 - vii. You give us general authorisation to engage a Sub processor to process Personal Data as part of the Services. A list of the Sub processors is available on our Trust Centre at www.cpaglobal.com/trust-centre which shall be updated from time to time with any changes concerning the addition or replacement of Sub processors, thereby giving you the opportunity to object to such changes;
 - viii. Where we engage another processor to carry out specific processing activities on your behalf, the same or substantively similar data protection obligations as set out between us shall be imposed on that Sub processor by way of contract;
 - ix. We shall notify you if we receive a request by a Data Subject exercising their rights in relation to Personal Data, including but not limited to requests for access, rectification, erasure, restriction of processing, portability and objections to processing based on automated

decision making, and will cooperate with you to allow you to respond to such requests;

- x. We shall notify you as soon as reasonably possible and without undue delay of us becoming aware of a Personal Data breach, as defined in Applicable Data Protection Laws, relating to Personal Data processed as part of the Services;
 - xi. We shall assist you to comply with requirements relating to notification of Personal Data breaches to a supervisory authority, communication of Personal Data breaches to data subjects, data protection impact assessments and prior consultations with a supervisory authority, taking into account the nature of processing and the information available to us;
 - xii. At your written request, we shall delete or return all of the Personal Data to you after the end of the provision of the Services relating to processing, and delete existing copies from our records, unless a relevant legal, regulatory or standard business practice requires storage of the Personal Data;
 - xiii. We shall make available to you all information necessary to demonstrate compliance with the data protection obligations set out in this Annex 1, and allow for and contribute assistance to such audits, including inspections, conducted by you or another auditor mandated by you. Such audits, including inspections, shall be limited to one per year and shall be conducted with no less than 30 Working Days prior written notice;
 - xiv. You shall ensure that any audit, including inspection, conducted pursuant to this Annex 1 will, not disrupt our business; be conducted during business hours; not interfere with the interests of our other customers and not exceed a period of two successive business days
 - xv. In conducting any audit pursuant to this Annex 1, you (or your auditor) will comply with the confidentiality obligations as set out in this Agreement and our health and safety and security policies in place at the time.
- 1.5 If we can demonstrate compliance with the obligations set out in this Annex 1 by adhering to an approved code of conduct, by obtaining an approved certification or by providing you with an audit report issued by an independent third party auditor (provided that you comply with appropriate confidentiality obligations as set out in this Agreement and shall not use such audit report for any other purpose), you agree that you will not conduct an audit under this Annex 1.
- 1.6 Excluding fines levied by a data protection authority pursuant to the Applicable Data Protection Laws, you shall indemnify us against any claim made, or proceedings taken, against us acting wholly upon your instructions, claiming or alleging that our

processing of any Personal Data as data processor for you infringes a data subject's rights under any Applicable Data Law.