

Addendum to Contract – Article 28 GDPR Terms

<Name> 'the Client'

<Name> 'the Contractor'

1. In this clause 'Data Protection Legislation' means the General Data Protection Regulation (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 1998.
2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and the Contractor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
4. The nature and purpose of processing by the Contractor, the duration of the processing and the types of personal data and categories of Data Subject are as follows:
 - Scope -
 - Nature -
 - Purpose of Processing -
 - Duration of Processing -
 - Types of personal data -
 - Categories of data subject -
5. The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this agreement.
6. The Contractor shall, in relation to any Personal Data processed in connection with the performance of its obligations under this agreement:
 - 6.1. process that Personal Data only on the written instructions of the Client unless and except insofar as the Contractor may be required by the law to disclose or otherwise process Personal Data (in which case the Contractor shall notify the Client of this requirement without delay);
 - 6.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, such measures being appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of

implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 6.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 6.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Contractor has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- 6.5. assist the Client, at the Client's cost, in responding to any request from a Data Subject of the Client
- 6.6. assist the Client as may be required in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 6.7. notify the Client without undue delay on becoming aware of a Personal Data breach;
- 6.8. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 6.9. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Client or the Client's designated auditor.

7. [The Client does not consent to the Contractor appointing any third party processor of Personal Data under this agreement.]

OR

8. [The Client consents to the Contractor appointing [THIRD-PARTY PROCESSOR] as a third-party processor of Personal Data under this agreement. The Contractor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement [substantially on that third party's standard terms of business OR incorporating terms which are substantially similar to those set out in this clause]. As between the Client and the Contractor, the Contractor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.]

9. Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Signed by or on behalf of the Contractor

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Authorised signatory name:

Date:

Signed by or on behalf of the Client

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Authorised signatory name:

Date: