

GDPR Annex

This is an Annex to the agreement between whose name and address is set out on the Order ('Client') and Peach Technologies Ltd ('PEACH') dated 22nd May 2018 ('Agreement') and sets out the rights and obligations of the parties from 25th May 2018 in respect of personal data for the purposes of the General Data Protection Regulation (GDPR). Terms defined in the Agreement have the same meaning in this Annex.

1. DEFINITIONS

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

2. DATA PROTECTION

- 2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and PEACH is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The Schedule to this Annex sets out the scope, nature and purpose of processing by PEACH, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.
- 2.3 Without prejudice to the generality of clause 2.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to PEACH for the duration and purposes of the Agreement.
- 2.4 Without prejudice to the generality of clause 2.1, PEACH shall, in relation to any Personal Data processed in connection with the performance by PEACH of its obligations under the Agreement:
 - (a) process that Personal Data only on the written instructions of the Client unless PEACH is required by the laws of any member of the European Union or by the laws of the European Union applicable to PEACH to process Personal Data (**Applicable Laws**). Where PEACH is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, PEACH shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit PEACH from so notifying the Client;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful

processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, 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);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside 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 PEACH has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) PEACH 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) PEACH complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject in respect of exercising the Data Subject's rights in Chapter III of the GDPR and 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;
- (f) notify the Client without undue delay on becoming aware of a Personal Data breach;
- (g) 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
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 2 and allow for audits by the Client or the Client's designated auditor.

2.5 The Client consents to PEACH appointing authorised third-party vendors as a processor of Personal Data under the Agreement. PEACH confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 2. As between the Client and PEACH, PEACH shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 2.5.

- 2.6 Either party may, at any time on not less than 30 days' notice, revise this clause 2 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 the Agreement).

Schedule 1 Processing, Personal Data and Data Subjects

1. Processing by PEACH

1.1 Subject matter

Personal information that is stored and processed in the system.

1.2 Nature of processing

IT telecoms and digital services

1.3 Purpose of processing

We process personal information to enable us to provide you with IT and Telecoms services.

1.4 Duration of the processing

We retain your data until such time you either cancel your agreement with us or specifically ask us to delete certain records on your behalf.

2. Types of personal data

Customer Name, Address, Email, Phone, Mobile Number, Computer Name, System Login, Configuration Data, billing information.

This list of fields is not necessarily exhaustive and is based on a non-invasive review of your database table schema.

3. Categories of data subject

Customer Data, System Data.

This list of categories is not necessarily exhaustive and is based on a non-invasive review of your database table schema.