



Diligencia

## Data Processing Addendum

### 1 Definitions and interpretation

#### 1.1 In this Schedule:

##### **Communication**

means a complaint, enquiry, notice, request or other communication (but excluding any Data Subject Request) relating to either party's obligations under any Data Protection Laws in connection with this Agreement and/or the Processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to any of the foregoing;

##### **Consent**

means a freely given, specific, informed and unambiguous indication (by a statement or by a clear affirmative action) by which the relevant Data Subject has agreed to the relevant transfer(s) and/or Processing of the Shared Personal Data relating to them that has not been withdrawn. To the extent the relevant Shared Personal Data is Special Category Personal Data, this definition should be read as if the word 'unambiguous' above read 'unambiguous and explicit'. The terms **freely given, specific, informed, unambiguous** and **explicit** in this definition shall be construed in accordance with Data Protection Laws;

##### **Contact Point**

means our vDPO Simon Ghent, [simon.ghent@diligenciagroup.com](mailto:simon.ghent@diligenciagroup.com);

##### **Controller**

has the meaning given in Data Protection Laws;

##### **Data Protection Laws**

means, as applicable to either party and/or to *the rights, responsibilities and/or obligations of either party in connection with this Agreement*:

the GDPR;

the Data Protection Act 2018;



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the Privacy and Electronic Communications (EC Directive) Regulations 2003;

any other applicable law relating to the Processing, privacy and/or use of Personal Data;

any laws which implement or supplement any such laws; and

any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**Data Protection Supervisory Authority**

means any regulator, authority or body responsible for administering Data Protection Laws;

**Data Subject**

has the meaning given in Data Protection Laws;

**Data Subject Request**

means a request made by a Data Subject to exercise any right(s) of Data Subjects under Chapter III of the GDPR in relation to any of the Shared Personal Data or concerning the Processing of such data;

**Disclosing Party**

means each party to the extent it (or any person acting on its behalf) discloses or otherwise makes accessible any Shared Personal Data to the other party (or any person acting on the other party's behalf);

**GDPR**

means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

**Permitted Lawful Basis**

means

the permitted lawful basis under Article 6(1) of the GDPR under which the Shared Personal Data is shared by the Disclosing Party with the Receiving Party and Processed by the Receiving Party, which the parties have agreed is consent of the Data Subject, the performance of a contract or legitimate interests;



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<b>Permitted Purpose</b>	means using Client data to process an order or populating our data of company information for the purpose of providing the service to our Client under Our instructions;
<b>Permitted Recipients</b>	means the following who need access to the Received Personal Data for the Permitted Purpose:  <i>the relevant</i>  <i>0.Receiving Party's employees; and</i>  Diligencia's <i>contractors and sub-contractors' engaged in the provision of the Service(together with their employees);]</i>
<b>Personal Data</b>	has the meaning given in Data Protection Laws;
<b>Personal Data Breach</b>	has the meaning given in Data Protection Laws;
<b>Processing</b>	has the meaning given in Data Protection Laws (and related expressions, including <b>Process</b> , <b>Processed</b> and <b>Processes</b> shall be construed accordingly);
<b>Processor</b>	has the meaning given in Data Protection Laws;
<b>Received Personal Data</b>	means Shared Personal Data in respect of which the relevant party is the Receiving Party;
<b>Receiving Party</b>	means each party to the extent it (or any person acting on its behalf) receives or accesses any Shared Personal Data disclosed or made available by the other party (or any person acting on the other party's behalf);
<b>Shared Personal Data</b>	means <i>Personal Data received by or on behalf of one party from or on behalf of the other party, or otherwise made available by one party to the other for the Permitted Purpose;</i>
<b>Special Category Personal Data</b>	means special categories of Personal Data as referred to in Data Protection Laws; and
<b>UK Law</b>	means applicable law of the United Kingdom or of a part of the United Kingdom.



1.2 Unless the context otherwise requires, references to this Schedule include its Appendices.

**2 Status of this schedule and the parties**

Each party shall be a Controller of the Shared Personal Data. If the parties share the Shared Personal Data, it shall be shared and managed in accordance with the terms of this Schedule.

**3 Compliance with Data Protection Laws**

3.1 Subject to compliance by the other party with its express obligations in other provisions of this Schedule, each party shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement.

3.2 This Schedule allocates certain rights and responsibilities among the parties as enforceable contractual obligations between themselves, however nothing in this Schedule is intended to limit or exclude either party's responsibilities or liabilities under Data Protection Laws.

**4 Agreed basis for sharing**

4.1 The parties have determined that it is necessary to share the Shared Personal Data in order to achieve the Permitted Purpose.

4.2 The parties agree that this Agreement relates ongoing and routine data sharing data sharing.

4.3 The parties have documented additional details relating to the sharing of the Shared Personal Data in Appendix 2 of this Schedule, which includes:

4.3.1 the aims of each party in sharing the Shared Personal Data;

4.3.2 why sharing the Shared Personal Data on the terms of this Agreement is necessary to achieve those aims;

**5 General obligations**

5.1 Each party, to the extent it acts as Receiving Party, undertakes to the relevant Disclosing Party that it shall undertake all Processing of Received Personal Data only:

5.1.1 for the Permitted Purpose in accordance with this Agreement and in all respects in accordance with Data Protection Laws; and

5.1.2 to the extent consistent with the Permitted Lawful Basis,

except to the extent otherwise required by UK Law.

5.2 The parties agree that in respect of Shared Personal Data, the relevant Disclosing Party:

5.2.1 is, as between the parties and subject to paragraphs 5.3 and 9.1, the primary point of contact for Data Subjects;

5.2.2 subject to paragraphs 5.3 and 9.1, shall direct Data Subjects to its *Contact Point* in connection with the exercise of their rights as Data Subjects and for any enquiries concerning the Shared Personal Data and identify its *Contact Point* in all information referred to in paragraphs 5.2.5 and 5.2.11 as the contact



point for all Data Subject Requests or other Communications from Data Subjects regarding the sharing or other Processing of such Shared Personal Data;

- 5.2.3 shall ensure that the Shared Personal Data has been collected, Processed and transferred in accordance with the Data Protection Laws as applicable to that data at all times prior to the receipt of that data by the Receiving Party (or any person acting on its behalf);
- 5.2.4 shall ensure the Shared Personal Data is accurate and up-to-date when disclosed or made accessible to the relevant Receiving Party;
- 5.2.5 is solely responsible for both parties' compliance with all duties to provide information to Data Subjects under Articles 5(1)(a), 13 and 14 of the GDPR or any similar Data Protection Laws, including as required for all Processing of Shared Personal Data by or on behalf of the Receiving Party for the Permitted Purpose on the Permitted Lawful Basis in accordance with this Agreement;
- 5.2.6 shall ensure that the Shared Personal Data when transferred to the Receiving Party (or anyone acting on its behalf) in connection with this Agreement:
  - (a) is not subject (or potentially subject) to any laws giving effect to Article 71 (Protection of personal data) of the agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community; and
  - (b) is not subject to the laws of any jurisdiction outside of the United Kingdom;
- 5.2.7 to the extent Consent is identified in this Agreement as the Permitted Lawful Basis in respect of the Shared Personal Data, is solely responsible for obtaining the Consent of Data Subjects, in accordance with Data Protection Laws as required for the transfers and Processing of that Shared Personal Data undertaken by either party in connection with this Agreement;
- 5.2.8 without prejudice to its other obligations, shall ensure that it is entitled to transfer the Shared Personal Data to the Receiving Party and that the Receiving Party (and each of the Receiving Party's Permitted Recipients) is entitled under all applicable laws and legal theories to Process the Shared Personal Data for the Permitted Purpose in accordance with the terms of this Agreement;
- 5.2.9 shall promptly notify the Receiving Party if it becomes aware that any such Consent referred to in paragraph 5.2.7 is withdrawn or if a relevant Data Subject has requested that their Shared Personal Data is no longer Processed by either party for the Permitted Purpose;
- 5.2.10 is solely responsible for ensuring that where the Shared Personal Data was received by the Disclosing Party from a third party, or has been Processed by a third party on behalf of the Disclosing Party, it has in place arrangements with those third parties:
  - (a) as required by all Data Protection Laws (including, where applicable, Articles 26, 28 and 32 of the GDPR);
  - (b) which are adequate to permit the Disclosing Party to share the Shared Personal Data with the Receiving Party (and its Permitted Recipients) under all Data Protection Laws; and
  - (c) as required for the Receiving Party (and its Permitted Recipients) to Process such data in accordance with this Agreement; and



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5.2.11 on request from the Data Subjects and to the extent required by Data Protection Laws, shall make available to Data Subjects the essence of this Schedule (and notify them of any changes to it) on request from the Data Subject. *Confidential Information* shall be redacted when such essence is made available further to this paragraph 5.2.11.

5.3 Notwithstanding the terms of this Schedule, the parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Laws against any relevant party as Controller.

5.4 Each party shall use its reasonable endeavours to assist the other to comply with any obligations under all Data Protection Laws in connection with this Agreement and shall not perform its obligations under this Schedule in such a way as to cause the other party to breach any of the other party's obligations under applicable Data Protection Laws to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

## **6 Technical and organisational measures**

6.1 The Receiving Party shall at all times:

6.1.1 put in place and maintain appropriate technical and organisational measures as required by Data Protection Laws;

6.1.2 implement and maintain appropriate technical and organisational measures to protect the Received Personal Data in its possession or control against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access, taking into account:

- (a) the nature of the data to be protected;
- (b) the harm that might result from any failure to so protect the Received Personal Data;
- (c) the state of technological development; and
- (d) the cost of implementing any measures;

6.1.3 ensure that it has the capability (technological and otherwise), to the extent required by Data Protection Laws, to:

- (a) provide, correct or delete at the request of a Data Subject all the Received Personal Data relating to that Data Subject; and
- (b) comply with any Data Subject Requests, provided the relevant Disclosing Party complies with its obligations under this Agreement; and

## **7 Third party Processing**

7.1 Each party undertakes not to disclose or transfer Received Personal Data in respect of which it is the Receiving Party to any third party other than to a Permitted Recipient where necessary for the Permitted Purpose. Each party transferring or disclosing Received Personal Data in respect of which it is the Receiving Party shall ensure it is transferred and disclosed subject to equivalent and legally binding obligations which are no less onerous than those applicable to the Receiving Party under this Schedule. This paragraph 7.1 is without prejudice to any disclosure or transfer required by UK Law.

7.2 In respect of any Processing of Received Personal Data performed by a Processor on behalf of a Receiving Party, that Receiving Party shall:



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ensure that suitable written agreements are at all times in place with each Processor as required under all Data Protection Laws (including Articles 28 and 32 of the GDPR).

7.3 The relevant Receiving Party shall be liable to the Disclosing Party for all acts and omissions of each of its Permitted Recipients in connection with Received Personal Data. Each obligation in this Schedule on a party to do, or refrain from doing, any thing shall include an obligation on that party to ensure all its Permitted Recipients do, or refrain from doing, such thing.

## **8 International transfers**

The Receiving Party shall not transfer Received Personal Data to any country outside the United Kingdom, except to the extent required by UK Law or with the Disclosing Party's express prior written consent, or where suitable adequacy decisions are provided under UK Law to permit such transfers as defined in Article 45 of the GDPR. For the purposes of this paragraph 8 'transfer' bears the same meaning as the word 'transfer' in Article 44 of the GDPR. In entering into this agreement, the Client acknowledges, agrees and consents to the Personal Data being transferred or stored outside the EEA or the country where the Client and the Authorised Users are located in order to carry out the Service and Diligencia's other obligations under this agreement and, in relation to the where required to provide Diligencia's services to other clients through its database.

## **9 Dealing with Data Subject Requests and Communications**

9.1 Responsibility for complying with any Data Subject Request or Communication falls on the party which first received such Data Subject Request or Communication.

9.2 If either party receives a Communication relating to the Shared Personal Data Processed by (or on behalf of) the other party it shall to the extent lawful under UK Law:

9.2.1 promptly (and in any event within *two* Business Days of receipt) notify the Contact Point at the other party; and

9.2.2 consult with the other party in advance of giving any response, to the extent reasonably practicable.

9.3 Without prejudice to paragraph 9.1, if a party which is the Receiving Party receives a Data Subject Request it believes relates to Processing of Received Personal Data, it shall promptly (and in any event within *two* Business Days of receipt) notify the Contact Point of the Disclosing Party and provide them with full details (to the extent lawful under UK Law).

9.4 Each party shall use all reasonable endeavours to provide the other party with full and prompt co-operation and assistance in relation to any Data Subject Request or Communication made to enable the other party to comply with the relevant timescales set out in Data Protection Laws and to find an efficient, timely and amicable solution to any issues arising out of any Data Subject Request or Communication. Without prejudice to the generality of the foregoing, the other party shall respond to any request for co-operation or assistance under this paragraph 9.4 within *five days*.

## **10 Personal Data Breaches**

10.1 Each party shall without undue delay notify the Disclosing Party if it suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Received Personal Data which it (or any person acting on its behalf) Processes as Receiving Party. In such circumstances, the relevant Receiving Party shall promptly provide (to the extent permitted by UK Law):



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- 10.1.1 sufficient information as the Disclosing Party (or its advisors) reasonably requires to meet any obligations to report a Personal Data Breach under Data Protection Laws (in a timescale which facilitates such compliance);
- 10.1.2 the Data Protection Supervisory Authorities investigating the Personal Data Breach with complete information as requested by those Data Protection Supervisory Authorities from time to time;
- 10.1.3 all reasonable assistance the Disclosing Party (or its advisors) requires, including:
  - (a) co-operation with Data Protection Supervisory Authorities (including with investigations or actions to mitigate or remediate the Personal Data Breach);
  - (b) making available all relevant data and records required for either party to comply with Data Protection Laws or as otherwise reasonably required by the Disclosing Party;
  - (c) taking such reasonable steps as are directed by the Disclosing Party to assist in the investigation, mitigation and remediation of a Personal Data Breach (which may include providing the Disclosing Party with physical access to any facilities affected and facilitating the interview of staff and others involved in the matter); and
  - (d) co-ordination with the Disclosing Party regarding the management of public relations and public statements relating to the Personal Data Breach.

10.2 Each party shall bear their own costs in complying with their obligations under this paragraph 10.

## **11 Data protection impact assessments**

11.1 Where a party considers that:

- 11.1.1 a data protection impact assessment is necessary for compliance with Data Protection Law; or
- 11.1.2 the risks identified by a previous data protection impact assessment necessary for compliance with Data Protection Law may have changed in respect of the sharing or other Processing activities conducted under or in connection with this Agreement,

the other party shall provide such reasonable assistance as that party may reasonably require.

11.2 The assistance referred to in paragraph 11.1 may include:

- 11.2.1 a systematic description of the envisaged Processing operations and Permitted Purpose of the Processing of the Shared Personal Data;
- 11.2.2 an assessment of the necessity and proportionality of the Processing operations;
- 11.2.3 an assessment of the risks to the rights and freedoms of Data Subjects;
- 11.2.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of the Shared Personal Data; and
- 11.2.5 any prior consultation with the relevant Data Protection Supervisory Authority which may be necessary.





## 12 Records

Each party shall maintain complete, accurate and up to date written records of all of its Processing of the Shared Personal Data and as necessary to demonstrate its compliance with this Schedule and all Data Protection Laws.

## 13 Audit

13.1 Each party shall (and shall ensure all its Permitted Recipients shall):

13.1.1 make available to the other party such information as is reasonably required to demonstrate that party's compliance with its obligations under this Schedule;

13.1.2 not more than once in any 12 month period upon *reasonable prior* notice allow for, permit and contribute to audits, including inspections, by the other party (or another auditor mandated by the other party) during normal business hours to the extent necessary to verify the audited party's compliance with its obligations under this Schedule; and

13.1.3 provide (or procure) access to all relevant systems, personnel, business premises and records for the purposes of each such audit or inspection referred to in paragraph 13.1.2 and provide (and procure) all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

13.2 Each party shall allow the other to exercise its rights at paragraph 13.1 in the period up to *six* years after the termination or expiry of this Agreement.

13.3 When conducting audits and inspections, the relevant party conducting the audit or inspection shall comply with the other party's reasonable directions in order to minimise disruption to the other party's business and to safeguard the confidentiality of the other party's *Confidential Information*. The party subject to the audit or inspection may require any third parties conducting such audit or inspection to enter into direct confidentiality undertakings with it. Nothing in this clause 13 shall oblige either party to share or give access to any of its Confidential Information as part of the audit.

## 14 Retention

14.1 Subject to paragraph 14.2 and except as required by UK Law, each party shall retain the Received Personal Data in accordance with the retention periods identified for the specific element of the Shared Personal Data in accordance with Appendix 1 of this Schedule.

14.2 Except as required by UK Law, the parties shall, to the extent they are Receiving Party:

14.2.1 subject to paragraphs 14.2.2 to 14.2.3 (inclusive), Process all Received Personal Data for no longer than such Processing is necessary for the Permitted Purpose and compliant with this Schedule and all Data Protection Laws;

14.2.2 cease to Process all Received Personal Data on the earlier of termination or expiry of this Agreement;

14.2.3 immediately, confidentially and securely destroy or dispose of all Received Personal Data (and all copies) in its possession or control that can no longer be Processed in accordance with this Schedule.

## 15 Costs

Except as expressly stated in this Agreement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Schedule.



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**16 Survival**

Except as otherwise expressly stated in this Schedule, the provisions of this Schedule shall survive termination or expiry of this Agreement and continue *indefinitely*.



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**APPENDIX 1  
THE SHARED PERSONAL DATA**

**1 Shared Personal Data to be shared between the parties**

Reference:	Employees	Subjects
<b>Subject matter of Personal Data to be shared</b>	Employees of Client	Subjects of interest to Client
<b>Type of Personal Data to be shared</b>	For employees of Client: name, email address, title of employees	For subject matter data this could include: name, address, contact information, title, position, employer, ID data
<b>Special categories of Personal Data in this data</b>	<i>None</i>	None
<b>Categories of Data Subject</b>	Employees or contact persons of Client (both full and part time, permanent and temporary)	Directors or Shareholders of companies who are the subject of work for the Client
<b>Date planned for sharing</b>	The duration of this agreement	The duration of this agreement
<b>How will it be shared?</b>	Electronically via email	Electronically via email
<b>What happens with the data when it is received?</b>	<i>Stored in Microsoft Azure cloud environment and used to perform the services requested.</i>	<i>Stored in Microsoft Azure cloud environment and used to perform the services requested.</i>
<b>What retention period shall be applied to that data?</b>	<i>3 years from receipt for any personal data on the client</i>	For other Subject data, as long as the permitted lawful basis applies – except where we are relying on consent the basis/duration will be while we continue to have a legitimate interest in the Personal Data



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**2 Shared Personal Data to be shared between the parties**

Reference:	Subjects
<b>Subject matter of Personal Data to be shared</b>	Subjects of interest to Client
<b>Type of Personal Data to be shared</b>	For subject matter data this could include: name, address, contact information, title, position, employer, ID data
<b>Special categories of Personal Data in this data</b>	None
<b>Categories of Data Subject</b>	Directors or Shareholders of companies who are the subject of work for the Client
<b>Date planned for sharing</b>	The duration of this agreement
<b>How will it be shared?</b>	Electronically via email or access to <a href="http://www.clarifiedby.com">www.clarifiedby.com</a>
<b>What happens with the data when it is received?</b>	Used by client to base business decisions
<b>What retention period shall be applied to that data?</b>	For other Subject data, as long as the permitted lawful basis applies – except where we are relying on consent the basis/duration will be while we continue to have a legitimate interest in the Personal Data



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**APPENDIX 2  
FURTHER DETAILS OF THE PERSONAL DATA SHARING**

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This Appendix 2 is included for convenience only and shall have no legal effect, including no effect on the interpretation of this Agreement.

**1 Data sharing objectives**

The parties have determined the following aims and objectives of sharing the Shared Personal Data for the Permitted Purpose: *[insert]*.

**2 Necessity**

The parties have determined that sharing the Shared Personal Data on the terms of this Agreement is necessary to achieve those aims because: *[insert]*.