



AMPERATIVE

DATA PROCESSOR AGREEMENT

1. Introduction

1.1 This agreement re processing of personal data (the "**Data Processor Agreement**") regulates Worthers Limited's T/A Amperative (the "**Data Processor**") processing of personal data on behalf of the client (the "**Data Controller**") and is attached as an addendum to the existing Terms & Conditions, Service Level Agreement or engagement agreement in which the parties have agreed the terms for the Data Processor's delivery of services to the Data Controller.

2. Legislation

2.1 The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the "Applicable Law"), including in particular the UK GDPR and Data Protection Act 2018. The agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

3. Processing of personal data

3.1 Purpose: The purpose of the processing is the provision of the Services by the Data Processor as specified in the Terms and Conditions or Service Level Agreement.

3.2 In connection with the Data Processor's delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller's personal data on behalf of the Data Controller.

3.3 "Personal data" includes "any information relating to an identified or identifiable natural person" as defined in GDPR, article 4 (1) (1) (the "Personal Data"). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub-appendix A. The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services. The parties shall update sub-appendix A whenever changes occur that necessitate an update.

3.4 The Data Processor shall where applicable have and maintain a register of processing activities in accordance with GDPR, article 30 (1).

4. Instruction

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction") unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Terms & Conditions or Main Service Level Agreement. Subject to the terms of this DPA and with mutual agreement of the parties, the Data Controller may issue additional written instructions consistent with the terms of this Agreement. The Data Controller is responsible for ensuring that all individuals who provide written instructions are authorised to do so.

4.2 The Data Controller guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

5. The Data Processor's obligations

5.1 Confidentiality

5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction unless the Data Controller in writing has agreed.

5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Main Services and this Data Processor Agreement.

5.2 The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

5.3 Security

5.3.1 The Data Processor shall implement the appropriate technical and organisational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The security measures are subject to technical progress and development. The Data Processor may update or modify the security measures from time-to-time provided that such updates and modifications do not result in the degradation of the overall security.

5.4 Further details on security can be found at <https://www.worthers.com/data-protection-security> and additional information can be requested by the Data Controller in writing.

5.5 Data protection impact assessments and prior consultation

5.5.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

5.6 Rights of the data subjects

5.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.6.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

5.7 Personal Data Breaches

5.7.1 The Data Processor shall give immediate notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

5.7.2 The Data Processor shall make reasonable efforts to identify the cause of such a breach and take those steps as they deem necessary to establish the cause, and to prevent such a breach from reoccurring.

5.7.3 Further details can be found in our Data Breach Policy available on request.

5.8 Documentation of compliance and Audit Rights

5.8.1 Upon request by a Data Controller, the Data Processor shall make available to the Data Controller all relevant information necessary to demonstrate compliance with this DPA, and shall allow for and reasonably cooperate with audits, including inspections by the Data Controller or an auditor mandated by the Data Controller. The Data Controller shall give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the Data Processors premises, equipment and business in the course of such an audit or inspection. Any audit or document inspection shall be carried out with reasonable prior written notice of no less than 30 days, and shall not be conducted more than once a year.

5.8.2 The Data Controller may be requested to sign a non-disclosure agreement reasonably acceptable to the Data Processor before being furnished with the above.

5.9 Data Transfers

5.9.2 Ordinarily, the Data Processor will not transfer your data to countries outside the European Economic Area. Where possible the EEA region is used for all storage. In some rare cases, personal data may be saved on storage solutions that have servers outside the European Economic Area (EEA). Only those storage solutions that provide secure services with adequate policies and relevant safeguards will be employed.

6. Sub-Processors

6.1 The Data Processor is given general authorisation to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller, provided that the Data Processor notifies the Data Controller in writing about the identity of a potential Sub-Processor (and its processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data. If the Data Controller wishes to object to the relevant Sub- Processor, the Data Controller shall give notice hereof in writing within ten (10) business days from receiving the notification from the Data Processor. Absence of any objections from the Data Controller shall be deemed a consent to the relevant Sub-Processor.

6.2 In the event the Data Controller objects to a new Sub-Processor and the Data Processor cannot accommodate the Data Controller's objection, the Data Controller may terminate the Services by providing written notice to the Data Processor.

6.3 The Data Processor shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its Sub-Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

6.4 The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

6.5 The Data Processor is at the time of entering into this Data Processor Agreement using the Sub-Processors listed in sub-appendix B. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B under paragraph 2.

7. Remuneration and costs

7.1 As far as is reasonable the Data Processor will cover their time for assisting The Data Controller in requirements or requests under section 5.5–5.8 of this Data Processor Agreement. However for specific or unreasonable requests The Data Processor may request remuneration from The Data Controller based on the Data Processor's hourly rates.

7.2 The Data Processor is also entitled to remuneration for any time and material used to adapt and change the processing activities in order to comply with any changes to the Data Controller's Instruction, including implementation costs and additional costs required to deliver the Main Services due to the change in the Instruction. The Data Processor is exempted from liability for non-performance with the Main Agreement if the performance of the obligations under the Main Agreement would be in conflict with any changed Instruction or if contractual delivery in accordance with the changed Instruction is impossible. This could for instance be the case; (i) if the changes to the Instruction cannot technically, practically or legally be implemented; (ii) where the Data Controller explicitly requires that the changes to the Instruction shall be applicable before the changes can be implemented; and (iii) in the period of time until the Main Agreement is changed to reflect the new Instruction and commercial terms thereof.

8. Limitation of Liability

8.1 The total aggregate liability to the Client, of whatever nature, whether in contract, tort or otherwise, of Amperative for any losses whatsoever and howsoever caused arising from or in any way connected with this engagement shall be subject to the "Limitation of Liability" clause set out in Terms and Conditions or Service Level Agreement.

8.2 Nothing in this DPA will relieve the processor of its own direct responsibilities and liabilities under the GDPR.

9. Duration

9.1 The Data Processor Agreement shall remain in force until the service is terminated.

10. Data Protection Officer

10.1 The Data Processor will appoint a Data Protection Officer where such appointment is required by Data Protection Laws and Regulations.

11. Termination

11.1 Following expiration or termination of the Agreement, the Data Processor will delete or return to the Data Controller all Personal Data in its possession as provided in the Agreement except to the extent the Data Processor is required by Applicable law to retain some or all of the Personal Data (in which case the Data Processor will archive the data and implement reasonable measures to prevent the Personal Data from any further processing). The terms of this DPA will continue to apply to such Personal Data.

12. Contact

12.1 To contact the Data Processor please email dpo@amperative.com or call us on 01275 595000.

13. Agreement – By using our services you agree to this Data Processor Agreement unless a separate Data Processor Agreement has been put in place between both parties.

Sub-appendix A

1. Personal Data

1.1 As the Data Processor our main responsibility is to ensure the security of the systems within which data is stored. We rarely process the data itself except for what is related to ensuring the security and efficient running of the system. For this, we may process contact data or any other data a Data Controller decides to store in connection with the delivery of the services

2. Categories of data subjects

2.1 The Data Processor processes 'personal data' relating to:

- Clients contact and billing details
- Personal data supplied by the client for purposes of delivery of a service or development of an application

Sub-appendix B

1. APPROVED SUB-PROCESSORS

1.1 The following Sub-Processors shall be considered approved by the Data Controller at the time of entering into this agreement:

i. Network and Server Providers: Hyperslice Ltd. Suite 2, 7 Commercial Street, Morley, Leeds, West Yorkshire, LS27 8HX, UK

ii. Secondary provider (for some services e.g. email servers): UK-2 Limited, Icon 1, 7-9 Sunbank Lane, Ringway, Altrincham WA15 0AF, United Kingdom (Company Registration Number: 03550739)

iii. Xero (for financial accounting): Bank House, 171 Midsummer Boulevard, Milton Keynes, MK9 1EB

