

DEPUTY

DATA PROCESSING ADDENDUM

Last updated on December 15, 2020

1. ABOUT THIS DPA

1.1 Relationship with Subscription Agreement. This DPA is incorporated into the Agreement between Deputy and Customer.

1.2 Application of this DPA. Deputy recognises that Customer Data may include the Personal Data of Authorised Users based in the European Union to which the Data Protection Legislation applies. Details of the processing activities carried out by Deputy, the types of Personal Data processed, and the Authorised Users concerned are further specified in Annex A to this DPA. The obligations under clauses 3 to 6 shall only apply to the parties where the Data Protection Legislation is engaged in respect of Deputy's processing of Personal Data of Authorised Users in the European Union.

2. DEFINITIONS

2.1 Terms used in the Agreement. Terms used in the Agreement have the meaning given in the Agreement.

2.2 Additional definitions

Data Controller has the meaning given to the term 'controller' in the Data Protection Legislation.

Data Processor has the meaning given to the term 'processor' in the Data Protection Legislation.

Data Protection Legislation means (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (the "General Data Protection Regulation"); and (ii) any other legislation in force from time to time in the European Union applicable to the parties relating to either or both privacy or the Processing of Personal Data.

Data Subject has the meaning give to that term in the Data Protection Legislation.

EEA means the European Economic Area.

Personal Data has the meaning given to that term in the Data Protection Legislation.

Restricted Transfer means: (a) a transfer of Personal Data from the Customer to Deputy; or (b) an onward transfer of Personal Data from Deputy to another sub-processor (or between two establishments of Deputy), in each case, where such transfer would be prohibited by the Data Protection Legislation in the absence of the appropriate safeguards such as the Standard Contractual Clauses to be established under clause 3.5 below. For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the parties to this Agreement intend that transfers of Personal Data from the UK to the European Union or from the European Union to the UK, following any exit by the UK from the European Union shall be Restricted Transfers for such time and to such extent that such transfers would be prohibited by UK Data Protection Legislation or EU Data Protection Legislation (as the case may be) in the absence of appropriate safeguards such as the Standard Contractual Clauses to be

established under clause 3.5 below; and (b) where a transfer of Personal Data from one country to another country is of a type authorised by the Data Protection Legislation in the exporting country for example in the case of transfers from within the European Union to a country or scheme (such as any successor to the US Privacy Shield) which is approved by the European Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer for the purposes of this Agreement.

Security Incident means any accidental or unlawful destruction, loss or alteration of Personal Data, or any unauthorised disclosure of or access to Personal Data.

Standard Contractual Clauses means: a) the standard contractual clauses for the transfer of Personal Data to Data Processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, as updated, amended, replaced or superseded from time to time by the European Commission which are hereby populated and entered into pursuant to this Agreement; or b) where required from time to time by a Supervisory Authority for use with respect to any Restricted Transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by the Data Protection Legislation for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Supervisory Authority or the Data Protection Legislation.

Subscription Agreement means the Subscription Agreement between Deputy and Customer, including this DPA.

Supervisory Authority means: (a) an independent public authority which is established by a European Member State pursuant to Article 51 of the General Data Protection Regulation; and (b) any similar regulatory authority responsible for the enforcement of the Data Protection Legislation.

3. DEPUTY AS A DATA PROCESSOR

3.1 **When Deputy acts as a Data Processor.** The parties acknowledge that except as set out in clause 4.1, Deputy shall act as a Data Processor in respect of its processing of any Personal Data of Authorised Users provided to Deputy for the purpose of Deputy providing the Services.

3.2 **Deputy's obligations as Data Processor.** When Deputy processes Personal Data as a Data Processor pursuant to clause 3.1, Deputy shall, in respect of such processing: (a) process the Personal Data only on the documented instructions of the Customer (including the terms of the Agreement); (b) use Personal Data only for the purpose of providing the Services; (c) implement appropriate technical and organisational measures to protect the security of Personal Data processed by Deputy in performance of the Services, and protect Personal Data against unauthorised or unlawful processing, accidental or unlawful destruction and damage or accidental loss, alteration, unauthorised disclosure, or access; (d) take reasonable steps to ensure that it has appropriate policies and processes in place in relation to employees or agents which have access to Personal Data disclosed to Deputy by the Customer under the Agreement, and ensure that such employees or agents are appointed as persons in charge of the processing and are under confidentiality obligations; (e) notify the Customer without undue delay by written notice with all relevant details reasonably available of any Security Incident; (f) on termination of this Agreement, return to the Customer or, at the Customer's option, put beyond use, any Personal Data provided to Deputy by the Customer under this Agreement subject to any requirement on Deputy to

retain any Personal Data to comply with applicable laws or any actual or possible legal claims and save to the extent that Deputy proceeds or continues to act as a Data Controller in relation to the processing of Personal Data pursuant to clause 4.1; (g) make available to the Customer and any Supervisory Authority all necessary information regarding Deputy's data processing activities unless providing this information would be in breach of the Data Protection Legislation; (h) comply with the audit obligations in clause 3.3; (i) provide reasonable assistance to the Customer (at the Customer's expense) with undertaking an assessment of the impact of processing the Personal Data, and with any consultations with a Supervisory Authority, if and to the extent an assessment or consultation is required to be carried out under the Data Protection Legislation; and (j) comply with the subprocessor obligations in clause 3.4.

- 3.3 **Audits.** On the Customer's written request for an audit of Deputy's processing of Personal Data under clause 3.2, Deputy shall elect to either: (a) co-operate with and make available to the Customer and any Supervisory Authority all necessary information regarding Deputy's data processing activities and allow the Customer on at least 30 days' notice to audit Deputy's compliance with the obligations set out in clause 3.2 by requesting information about and inspecting the premises, facilities and equipment used by Deputy to process Personal Data of Authorised Users, during normal business hours, and provided such access does not cause any interruption to Deputy's day-to-day business activities; or (b) audit the technical and organizational measures described in clause 3.2(c) as soon as reasonably practicable. This audit: (i) will be performed by third party security professionals (qualified auditor) at Deputy's selection; (ii) will result in the generation of an audit report ("**Deputy Audit Report**"), which will be the confidential information of Deputy or its subprocessor(s); and (C) may be performed for other purposes in addition to satisfying this clause. Deputy will provide the Customer with a confidential copy of the Deputy Audit Report so that the Customer can reasonably verify Deputy's compliance with its obligations under this clause 3.3 within 14 days of completion of the Deputy Audit Report by the selected qualified auditor. Deputy may charge the Customer any reasonable costs it incurs in complying with a request made by the Customer under this clause 3.3.
- 3.4 **Subprocessors.** To the extent that Deputy is a Data Processor of Personal Data pursuant to clause 3.1, and engages any sub-processor, it shall remain fully liable to the Customer for the performance of any obligations carried out by the sub-processor on the Customer's behalf and ensure that: (a) there is a written agreement in place with such sub-processor which contains terms and conditions which are substantially equivalent to the terms and conditions set out in this Agreement; (b) make available to the Customer the names and other details of the sub-processors, including before appointing a new sub-processor or changing an existing sub-processor; and (c) maintain a list of sub-processors which it shall make available to the Customer on request.
- 3.5 **Restricted Transfers.** The parties acknowledge that Deputy will be a Data Processor of Personal Data pursuant to clause 3.1 and accordingly: (a) the Customer, as transferor (and, for the purposes of populating the Standard Contractual Clauses, "data exporter"), and Deputy on behalf of itself and each sub-processor that it engages as transferee (and for the purposes of populating the Standard Contractual Clauses, "data importer") hereby enter in to the Standard Contractual Clauses, in respect of any Restricted Transfer, which terms shall take precedence over any in this Agreement. The content of Annex B and Annex C shall be deemed populated and incorporated into the Standard Contractual Clauses in Appendix 1 and Appendix 2 respectively as required to give effect to its terms; (b) the Standard Contractual Clauses shall come into effect on the later of: (i) the data exporter becoming a

party to them; (ii) the data importer becoming a party to them; or (iii) commencement of a Restricted Transfer; and (c) Deputy warrants and represents that, before the commencement of any Restricted Transfer to a sub-processor, Deputy's entry in the Standard Contractual Clauses under clause 3.5(a) as agent for and on behalf of that sub-processor will have been duly and effectively authorised (or subsequently ratified) by that sub-processor.

4. DEPUTY AS A DATA CONTROLLER

4.1 When Deputy acts as a Data Controller. The parties acknowledge that notwithstanding clause 3.1, Deputy may act as a Data Controller in connection with the processing of Personal Data of Authorised Users to: (a) comply with its own obligations under applicable law and regulations and to establish, exercise or defend legal claims; (b) contact Authorised Users in relation to the Services and/or any Third Party Products and Services; (c) provide any services directly to Authorised Users, other than the Services provided to Customer; (d) facilitate the provision of Third Party Products and Services to Authorised Users; (e) conduct research and development and improve the Services in a way that is not specific to Customer; (f) communicate directly with Authorised Users, other than for the purpose of providing the Services to Customer; (g) protect the safety and security of the Services in a way that is not specific to Customer, including detecting and responding to security incidents and other malicious and unlawful activity; (h) generate de-identified statistical data to uncover collective insights about the use of the Services (and not to specifically analyse personal characteristics); and/or (i) process such Personal Data in any other context which requires Deputy to determine the purposes and means of such processing.

4.2 Deputy's obligations as Data Controller. The parties acknowledge that Deputy will be a Data Controller when it processes Personal Data pursuant to clause 4.1 and accordingly Deputy shall, in respect of such processing: (a) comply with all of its legal obligations under the Data Protection Legislation which arise in connection with its processing of such Personal Data, including in relation to providing fair processing information to the Authorised Users; (b) process such Personal Data only for purposes compatible with providing the Services to the Customer (save to the extent that Deputy has (i) provided fair processing information to Authorised Users in relation to another purpose; and (ii) legitimised its processing of Personal Data for another purpose either by obtaining consent from the relevant Authorised User or using an alternative method of legitimise such processing in accordance with Data Protection Legislation); and (c) not do or permit to be done anything within its knowledge or control which may cause or otherwise result in the Customer being in breach of the Data Protection Legislation.

5. CUSTOMER'S OBLIGATIONS

5.1 General Customer obligations. Without limiting Customer's other's obligations under the Agreement, Customer shall: (a) comply at all times with the Data Protection Legislation, including (but not limited to) when the Customer discloses Personal Data to Deputy under the Agreement and provide Deputy with such cooperation, assistance and information as Deputy may reasonably request to comply with its obligations under the Data Protection Legislation; (b) ensure that any instructions it issues to Deputy comply with the Data Protection Legislation; (c) ensure that any Personal Data provided to Deputy is limited to what is necessary in order for Deputy to provide the Services and such Personal Data is accurate and up- to-date to the best of the Customer's knowledge at the time that it is provided to Deputy; (d) use all reasonable endeavours to promptly notify Deputy upon becoming aware that Personal Data has become inaccurate or out of date; and (e) not do or

permit to be done anything within its knowledge or control which may cause or otherwise result in Deputy being in breach of the Data Protection Legislation.

- 5.2 **Fair processing information.** Without prejudice to the generality of clause 5.1, provide all necessary fair processing information to relevant Authorised Users, and Data Subjects whose Personal Data is part of any Customer Data, and take all other appropriate steps, to ensure the provision of Personal Data to Deputy (including for the disclosure of Personal Data outside of the EEA) complies with the Data Protection Legislation and to enable Deputy lawfully to process such Personal Data for the purpose of providing the Services (but not, for the avoidance of doubt, to enable Deputy to process Personal Data of Authorised Users for the purposes of providing and contacting such Authorised Users in relation to any service offering outside of the Services provided to Customer) without any further consent, approval or authorisation, and, on Deputy's request from time to time, the Customer shall consult, and comply with, any reasonable requests of Deputy's in relation to the same. If requested by Deputy, Customer shall promptly provide evidence that the Customer has provided all necessary notices to and obtained all necessary consents from or otherwise legitimised the processing of Personal Data by Deputy for the purpose of providing the Services.

6. CO-OPERATION

Each party shall: (a) deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of Personal Data under the Agreement; and (b) if it receives any complaint, notice, request, or communication from a regulator (including any Supervisory Authority), an Authorised User or third party which relates to the other party's processing of Personal Data under this Agreement or a potential failure to comply with the Data Protection Legislation, without undue delay forward such complaint, notice, request, or communication to the other party and provide the other party with reasonable cooperation and assistance in relation to the same.

ANNEX A

DETAILS OF DATA PROCESSING ACTIVITIES CARRIED OUT BY DEPUTY

Subject matter and duration of the processing of Personal Data

The subject matter and duration of the processing of the Personal Data are set out in the Agreement.

Data Subjects

The Personal Data processed concern the following categories of Data Subjects:

- Authorised Users
- staff including volunteers, agents, temporary and casual workers
- customers and clients (including their staff)
- suppliers (including their staff)
- relatives, guardians and associates of the data subject
- complainants, correspondents and enquirers, and
- advisers, consultants and other professional experts,

in each case whether current, prospective or historical.

Categories of data

The Personal Data processed contain the following categories of Personal Data:

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, physical description and photo.
- Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details.
- Family, lifestyle and social circumstances, including any information relating to the family of the data subject.
- Education and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, shift and attendance records, health and safety records, performance appraisals, training records, and security records.
- Financial details, including information relating to the financial affairs of the data subject, including bank account details, income, salary, benefits, grants, insurance details, and pension information.

- Goods or services provided and related information, including details of the goods or services supplied, how they have been used, licences issued, and contracts.
- Communication records.
- Device data, including connection type and settings, operating system, browser type, IP address, time zone settings, the time spent on webpages, unique device identifiers, cookies, online tracking data and other diagnostic data.
- Content created by data subjects and submitted to a Deputy technology platform.
- Preferences, interests, feedback and opinions of data subjects.
- Contacts.
- Social networking information.
- Log data.

Special categories of data (if appropriate)

The Personal Data processed contain the following special categories of Personal Data:

- Health information
- Biometric information
- Criminal convictions and offences

Processing operations

The Personal Data processed will be subject to the following basic processing activities:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion

ANNEX B

POPULATION OF APPENDIX 1 OF THE STANDARD CONTRACTUAL CLAUSES

Data Exporter

The data exporter is the Customer.

Data Importer

The data importer is Deputy.

Data Subjects

The Personal Data processed concern the following categories of Data Subjects (Authorised Users):

This section is deemed to be populated with the content of the section headed "Data Subjects" in Annex A to this DPA.

Categories of data

The Personal Data processed contain the following categories of Personal Data:

This section is deemed to be populated with the content of the section headed "Categories of data" in Annex A to this DPA.

Special Categories of data (if appropriate)

The Personal Data processed contain the following special categories of data:

This section is deemed to be populated with the content of the section headed "Special Categories of data (if appropriate)" in Annex A to this DPA.

Processing operations

The Personal Data processed will be subject to the following basic processing activities:

This section is deemed to be populated with the content of the section headed "Processing operations" in Annex A to this DPA.

ANNEX C

POPULATION OF APPENDIX 2 OF THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4.4 and 5(c) of the Standard Contractual Clauses:

The data importer implements a variety of technical and organisational security measures set out at the following link: <https://www.deputy.com/au/security-features>