

DATA PROCESSING AGREEMENT

BETWEEN

- (1) **AMIGO TECHNOLOGY LIMITED**, a company registered in England and Wales under company registration number 07757607, with our registered office at 11 Staple Inn, London, WC1V 7QH ("**Amigo Technology**"); and
- (2) The client who has entered into the Master Agreement (as defined below) with Amigo Technology (the "**Client**").

RECITALS

- (A) Amigo Technology and the Client entered into a proposal under which Amigo Technology agreed to develop and implement a user experience for the Client's website (the "**Proposal**"). The Proposal is governed by Amigo Technology's Terms and Conditions of Business (the "**Terms**") (the Proposal and the Terms are together the "**Master Agreement**"). As part of those services, Amigo Technology will process Personal Data on behalf of the Client.
- (B) This Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which Amigo Technology will process Personal Data when providing services under the Master Agreement.

IT IS HEREBY AGREED

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"Business Purposes"	means the services described in the Master Agreement.
"Data Subject"	means an individual who is the subject of Personal Data.
"Personal Data"	means any information relating to an identified or identifiable natural person that is processed by Amigo Technology as a result of, or in connection with, the provision of the services under the Proposal; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
"Processing, processes and process"	means either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration,

retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement.

1.3 In the case of conflict or ambiguity between any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail.

2. This agreement

2.1 This Agreement shall be binding upon the parties upon signature of the Proposal or upon commencement of the services under the Master Agreement (whichever is earlier).

3. Personal data types and processing purposes

3.1 The Client and Amigo Technology acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and Amigo Technology is the processor.

3.2 The Client retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Provider.

3.3 The Proposal describes the subject matter, duration, nature and purpose of processing, the Personal Data categories and Data Subject types in respect of which Amigo Technology may process to fulfil the Business Purposes of the Master Agreement.

4. Provider's obligations

4.1 Amigo Technology will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Client's written instructions. Amigo Technology will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. Amigo Technology must promptly

notify the Client if, in its opinion, the Client's instruction would not comply with the Data Protection Legislation.

- 4.2 Amigo Technology must promptly comply with any Client request or instruction requiring Amigo Technology to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 4.3 Amigo Technology will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Client or this Agreement specifically authorises the disclosure, or as required by law.
- 4.4 Amigo Technology will assist the Client with meeting the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of Amigo Technology's processing and the information available to Amigo Technology, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

5. Amigo Technology's employees

- 5.1 Amigo Technology shall ensure that all persons authorised by Amigo Technology to process the Personal Data are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data.

6. Security

- 6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Amigo Technology shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including:
 - 6.1.1 the pseudonymisation and encryption of personal data;
 - 6.1.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 6.1.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - 6.1.4 a process for regularly testing, assessing and evaluating the effectiveness of security measures.

7. Personal Data Breach

- 7.1 Amigo Technology will promptly and without undue delay notify the Client if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. Amigo Technology will use reasonable endeavours to restore such Personal Data at its own expense.
- 7.2 Amigo Technology will promptly and without undue delay notify the Client if it becomes aware of:
 - 7.2.1 any accidental, unauthorised or unlawful processing of the Personal Data; or

- 7.2.2 any Personal Data Breach.
- 7.3 Where Amigo Technology becomes aware of any matter within the scope of clause 7.2, it shall, without undue delay, also provide the Client with the following information:
- 7.3.1 a description of the nature of the matter, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
 - 7.3.2 the likely consequences; and
 - 7.3.3 a description of the measures taken, or proposed to be taken to address the matter, including measures to mitigate its possible adverse effects.
- 7.4 Promptly following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Amigo Technology will reasonably co-operate with the Client in the Client's handling of the matter.
- 7.5 Amigo Technology shall not inform any third party of any Personal Data Breach without first obtaining the Client's prior written consent, except when required to do so by law.

8. Cross-border transfers of personal data

- 8.1 Where Amigo Technology transfers Personal Data outside the European Economic Area, Amigo Technology shall ensure the transfer complies with Data Protection Legislation.

9. Subcontractors

- 9.1 Amigo Technology may only authorise a third party (subcontractor) to process the Personal Data if:
- 9.1.1 the Client provides specific or general written authorisation to the appointment of the subcontractor. In the case of general authorisation, Amigo Technology shall inform the Client of any intended changes concerning the addition or replacement of the processors, thereby giving the Client the opportunity to object to such changes;
 - 9.1.2 Amigo Technology enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures; and
 - 9.1.3 the subcontractor's contract terminates automatically on termination of this Agreement for any reason.
- 9.2 Where the subcontractor fails to fulfil its obligations under such written agreement, Amigo Technology remains fully liable to the Client for the subcontractor's performance of its obligations.

10. Complaints, data subject requests and third-party rights

- 10.1 Amigo Technology shall take such technical and organisational measures as may be appropriate, and promptly provide such information to the Client as the Client may reasonably require, to enable the Client to comply with:
- 10.1.1 the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - 10.1.2 information or assessment notices served on the Client by any supervisory authority under the Data Protection Legislation.
- 10.2 Amigo Technology shall notify the Client promptly if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 10.3 Amigo Technology shall notify the Client within 5 working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.
- 10.4 Amigo Technology shall give the Client its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 10.5 Amigo Technology must not disclose the Personal Data to any Data Subject or to a third party other than at the Client's written request or instruction, as provided for in this Agreement or as required by law.

11. Term and termination

- 11.1 This Agreement will remain in full force and effect so long as the Master Agreement remains in effect or Amigo Technology retains any Personal Data related to the Master Agreement in its possession or control.

12. Data return and destruction

- 12.1 On termination of the Master Agreement for any reason or expiry of its term, Amigo Technology will securely delete or destroy or, if directed in writing by the Client, return and not retain, all or any Personal Data related to this Agreement in its possession or control.
- 12.2 If any law, regulation, or government or regulatory body requires Amigo Technology to retain any documents or materials that Amigo Technology would otherwise be required to return or destroy, it will notify the Client in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

13. Audit

- 13.1 Amigo Technology shall provide the Client with all information reasonably requested by the Client to demonstrate compliance with this Agreement. Amigo Technology shall permit the Client and its third-party representatives to audit Amigo Technology's compliance with this Agreement, on at least 7 days' notice,

during the term of this Agreement. Amigo Technology will give the Client and its third-party representatives all necessary assistance to conduct such audits.