

SCHEDULE 4 –
DATA PROTECTION AND DATA PROCESSING POLICY

This Schedule forms part of the Standard Terms of Business

1. PURPOSE AND SCOPE

This Schedule sets out the Parties' obligations in relation to the processing of Personal Data under the Standard Terms of Business, including compliance with Applicable Laws, international transfers, and cooperation obligations.

2. DEFINITIONS

2.1. For the purposes of this Schedule:

Applicable Laws means for so long as and to the extent they apply to a Party in connection with These Standard Terms of Business: (a) the EU General Data Protection Regulation (Regulation (EU) 2016/679) and any directly applicable EU law and any implementing law of an EU Member State; and (b) the UK General Data Protection Regulation, the Data Protection Act 2018, and any successor or amending UK legislation and other domestic law of the United Kingdom applicable to processing under These Standard Terms of Business.

Data Protection Legislation means Applicable Laws and any binding guidance, codes of practice, or decisions of a competent supervisory authority applicable to a Party in relation to the processing of Personal Data under These Standard Terms of Business.

Personal Data, Data Controller, Data Processor, and Data Subject have the meanings given to them in the Data Protection Legislation.

3. ROLES AND RESPONSIBILITIES

3.1. Each Party shall comply with the Data Protection Legislation in the performance of its obligations under These Standard Terms of Business.

3.2. The Parties agree that Client is the Data Controller and Service Provider is the Data Processor in respect of Personal Data processed under These Standard Terms of Business

3.3. Service Provider shall process Personal Data only on documented written instructions from Client, except where required by Applicable Laws. Where permitted, Service Provider shall notify Client before such processing.

4. SERVICE PROVIDER OBLIGATIONS

Service Provider shall:

4.1. Implement appropriate technical and organisational measures to protect Personal Data.

4.2. Ensure personnel processing Personal Data are subject to confidentiality obligations.

- 4.3. Maintain records of processing activities and make them available to Client on request.
- 4.4. Assist Client in responding to Data Subject requests and fulfilling obligations under the Data Protection Legislation.
- 4.5. Notify Client of any Personal Data breach without undue delay and within seventy-two (72) hours.
- 4.6. Delete or return Personal Data upon termination unless retention is required by Applicable Laws.
- 4.7. Not appoint sub-processors without prior written consent of Client and ensure equivalent protections are in place.

5. INTERNATIONAL TRANSFERS

- 5.1. Service Provider shall not transfer Personal Data outside the EEA or UK unless:
 - 5.1.1. An adequacy decision applies;
 - 5.1.2. Appropriate safeguards are in place (e.g., SCCs, BCRs); or
 - 5.1.3. Another lawful basis under the Data Protection Legislation applies.
- 1.1. The Parties shall promptly execute and implement any required transfer mechanisms
- 1.2. If adequacy or transfer mechanisms become unavailable, the Parties shall cooperate to implement alternatives and negotiate cost allocation in good faith.

6. REGULATORY REQUESTS AND CONFLICTS

- 6.1. Service Provider shall notify Client of any legally required disclosures (unless prohibited) and cooperate to minimise disclosure and protect Personal Data.

7. AUDIT RIGHTS

- 7.1. Client may audit Service Provider's compliance with this Schedule on reasonable notice. Audits shall be conducted during normal business hours and minimise disruption.

8. COSTS AND SURVIVAL

- 8.1. Each Party shall bear its own compliance costs unless otherwise agreed. Obligations under this Schedule survive termination of the Standard Terms of Business for as long as Personal Data is retained.

9. REPLACEMENT OF STANDARD CLAUSES

- 9.1. Either Party may, on thirty (30) days' notice, require execution of applicable controller-processor standard clauses or equivalent terms required by law or supervisory authorities.