

DATA PROCESSING ADDENDUM (DPA)

Applicable to Resolut and all Resolut Products and Services

Between

P3 Audit Limited ("P3 Audit", "we", "our" or "us")

and

The Customer identified in the applicable Subscription Agreement, Terms of Service or other written agreement ("Customer", "you" or "your").

Version: 1.0 (Draft)

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PART 1 - PURPOSE, SCOPE, DEFINITIONS AND PROCESSING PHILOSOPHY

1. Purpose

This Data Processing Addendum ("DPA") forms part of the agreement between **P3 Audit Limited** and the Customer governing the use of **Resolut** and all associated products, applications and services (collectively, the **Resolut Platform**).

This DPA establishes the obligations of the Parties where P3 Audit Limited processes Personal Data on behalf of the Customer and is intended to satisfy the requirements of applicable data protection legislation, including Article 28 of the UK General Data Protection Regulation ("UK GDPR"), the EU General Data Protection Regulation ("EU GDPR") and other applicable privacy and data protection laws.

This DPA supplements, and should be read together with, the:

- Terms of Service;
- Privacy Policy;
- Cookie Policy; and
- any applicable Subscription Agreement or Order Form.

Where there is any inconsistency between this DPA and the Terms of Service in relation to the processing of Personal Data, this DPA shall prevail to the extent of that inconsistency.

2. Our Processing Philosophy

Resolut has been designed around the principles of **Privacy by Design, Security by Design, Data Minimisation** and **Trusted Information Stewardship**.

Unlike traditional compliance platforms that frequently rely upon the repeated exchange and storage of documentary evidence, Resolut seeks, wherever practicable, to enable trusted information to remain under the stewardship of those best placed to maintain its accuracy.

The platform has therefore been architected to minimise unnecessary duplication of Personal Data while enabling organisations to continuously demonstrate regulatory compliance, operational resilience and trust across connected business relationships.

Accordingly, the Parties acknowledge that:

- Personal Data should only be processed where necessary for legitimate business purposes;
- information should be maintained by those responsible for its accuracy wherever practicable;
- unnecessary duplication of Personal Data should be avoided;
- privacy, confidentiality and security should be considered throughout the information lifecycle; and
- continuous assurance is preferable to repeated collection of documentary evidence.

Nothing within this Processing Philosophy alters the legal obligations of either Party under applicable data protection legislation. Rather, it explains the design principles that underpin the Resolut Platform and the manner in which P3 Audit Limited seeks to deliver its services.

3. Scope

This DPA applies whenever P3 Audit Limited processes Personal Data on behalf of the Customer in connection with the Resolut Platform.

It governs all processing activities undertaken by P3 Audit Limited in its capacity as a Data Processor (or equivalent role under applicable law), including processing performed by approved Sub-Processors acting on behalf of P3 Audit Limited.

This DPA applies irrespective of whether the Personal Data relates to:

- employees;
- contingent workers;

- contractors;
 - agency personnel;
 - consultants;
 - suppliers;
 - business partners;
 - customers;
 - authorised users;
 - representatives; or
 - any other identifiable natural person whose Personal Data is processed through the Resolut Platform.
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4. Roles of the Parties

Unless otherwise agreed in writing:

- the Customer acts as the **Data Controller** (or equivalent under applicable legislation) in respect of Personal Data submitted to or managed through the Resolut Platform;
- P3 Audit Limited acts as the **Data Processor** in relation to such Personal Data; and
- each Party shall comply with the obligations applicable to its respective role under relevant data protection legislation.

The Parties acknowledge that certain limited processing activities may require P3 Audit Limited to act as an independent Controller where required by law, including processing necessary for:

- billing and invoicing;
- fraud prevention;
- information security;
- legal compliance;
- regulatory reporting;
- maintaining business records; or
- protecting the legal rights of P3 Audit Limited.

Where P3 Audit Limited acts as an independent Controller, such processing shall be undertaken in accordance with the Resolut Privacy Policy and applicable law.

5. Definitions

For the purposes of this DPA, the following definitions apply.

Applicable Data Protection Law means all legislation and regulatory requirements relating to privacy, data protection and electronic communications that apply to the processing of Personal Data under this DPA, including, where applicable, the UK GDPR, EU GDPR, UK Data Protection Act 2018, Privacy and Electronic Communications Regulations (PECR), the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), the South African Protection of Personal Information Act (POPIA), and any successor or substantially equivalent legislation.

Customer Data means all information submitted to, generated by or otherwise processed through the Resolut Platform on behalf of the Customer.

Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Processing, Special Category Data, Supervisory Authority, and Sub-Processor shall have the meanings given to them under the Applicable Data Protection Law unless otherwise defined within this DPA.

Resolut Platform means all software applications, hosted services, websites, APIs, mobile applications, portals and related services operated by P3 Audit Limited under the Resolut brand.

Security Incident means any confirmed or reasonably suspected event that compromises, or is likely to compromise, the confidentiality, integrity or availability of Customer Data or Personal Data processed under this DPA.

Trusted Processing Ecosystem describes the network of approved service providers, infrastructure providers and Sub-Processors engaged by P3 Audit Limited to support the secure operation of the Resolut Platform in accordance with this DPA.

6. Guiding Principles

The Parties acknowledge that effective privacy governance is founded upon transparency, accountability and responsible stewardship of Personal Data.

P3 Audit Limited is committed to maintaining technical, organisational and contractual safeguards that support these principles and to continuously improving the governance, resilience and security of the Resolut Platform.

The Customer acknowledges its responsibility to ensure that it has an appropriate lawful basis for providing Personal Data to P3 Audit Limited for processing under this DPA and that it has fulfilled any transparency, notification or consent obligations required by Applicable Data Protection Law.

Both Parties agree to cooperate in good faith to support compliance with applicable privacy legislation and to promote trusted, secure and responsible processing throughout the lifecycle of Personal Data.

PART 2 - PROCESSING ACTIVITIES, INSTRUCTIONS AND RESPONSIBILITIES

7. Nature and Purpose of Processing

P3 Audit Limited shall process Personal Data solely for the purpose of providing, supporting, maintaining and improving the Resolut Platform and associated services in accordance with the applicable Subscription Agreement, Terms of Service, this Data Processing Addendum and the Customer's documented instructions.

Processing activities may include, where applicable:

- user authentication and identity management;
- compliance and regulatory assessments;
- workforce and contractor compliance management;
- supplier and third-party risk management;
- governance, risk and compliance (GRC) activities;
- audit preparation and continuous assurance;
- policy acknowledgement and regulatory attestations;
- workflow automation;
- reporting and analytics;
- secure information sharing;
- business continuity and operational resilience activities;
- customer support;
- system administration;
- service monitoring;
- security monitoring;
- disaster recovery; and
- any other processing reasonably necessary to deliver the Resolut Platform.

P3 Audit Limited shall not process Personal Data for purposes unrelated to the provision of the Resolut Platform except where required by applicable law or expressly authorised by the Customer.

8. Categories of Personal Data

The categories of Personal Data processed through the Resolut Platform are determined by the Customer and may include, depending upon the Customer's use of the Platform:

- identification details;
- contact information;
- employment information;
- professional qualifications;
- compliance records;
- training records;
- certifications;
- regulatory licences;
- audit evidence;
- supplier information;
- contractual information;
- business contact information;
- identity verification information;
- access credentials;
- system usage information;
- communications;
- metadata associated with compliance activities; and
- any additional categories of Personal Data submitted by the Customer for legitimate business purposes.

The Customer remains responsible for determining which categories of Personal Data are uploaded to the Platform.

P3 Audit Limited recommends that Customers avoid processing Special Category Data unless such processing is necessary, lawful and supported by appropriate safeguards.

9. Categories of Data Subjects

Depending upon the Customer's use of the Resolut Platform, Personal Data may relate to:

- employees;
- prospective employees;
- agency workers;
- contractors;
- consultants;
- contingent workers;
- company directors;
- authorised users;
- suppliers;
- subcontractors;
- service providers;
- business partners;
- customers;
- regulators;
- auditors;
- professional advisers; and
- other individuals whose Personal Data is legitimately processed by the Customer.

10. Customer Instructions

P3 Audit Limited shall process Personal Data only:

- in accordance with this DPA;
- in accordance with the Customer's documented instructions;
- as necessary to deliver the agreed services;
- where required by applicable law; or

- where necessary to protect the security, integrity or availability of the Resolut Platform.

Where applicable law requires processing outside the Customer's instructions, P3 Audit Limited shall inform the Customer unless prohibited by law.

If P3 Audit Limited believes that an instruction infringes Applicable Data Protection Law, it shall promptly notify the Customer before carrying out that instruction where legally permitted to do so.

11. Customer Responsibilities

The Customer acknowledges and agrees that it is responsible for:

- determining the purposes and lawful basis for processing Personal Data;
- ensuring that Personal Data is collected lawfully;
- providing all required privacy notices;
- obtaining any necessary consents;
- ensuring the accuracy of Personal Data submitted to the Platform;
- ensuring that Personal Data uploaded to Resolut is relevant, adequate and limited to what is necessary for the intended processing purposes;
- managing user permissions within the Platform;
- reviewing access rights on an ongoing basis; and
- complying with all obligations applicable to Data Controllers under Applicable Data Protection Law.

12. P3 Audit Limited Responsibilities

P3 Audit Limited shall:

- process Personal Data only in accordance with this DPA and lawful Customer instructions;
- implement appropriate technical and organisational security measures;
- maintain appropriate confidentiality obligations for personnel authorised to process Personal Data;
- maintain records of processing where required by law;
- assist Customers in fulfilling their obligations under Applicable Data Protection Law where reasonably requested;

- cooperate with relevant supervisory authorities where legally required; and
 - continuously review and improve the security and resilience of the Resolut Platform.
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13. Data Minimisation

Consistent with the architectural principles of the Resolut Platform, P3 Audit Limited seeks to minimise unnecessary collection, duplication and retention of Personal Data.

The Parties acknowledge that:

- only information reasonably necessary for legitimate business purposes should be processed;
- duplicate storage of Personal Data should be avoided wherever practicable;
- information should remain under the stewardship of those best placed to maintain its accuracy wherever this can be achieved securely and lawfully;
- trusted verification is often preferable to repeated exchange of documentary evidence; and
- Personal Data should not be retained longer than necessary to fulfil the agreed purposes of processing.

Nothing in this section limits either Party's statutory obligations relating to record retention, regulatory compliance or legal disclosure.

14. Accuracy and Information Stewardship

The Customer is primarily responsible for ensuring the accuracy of Personal Data submitted to the Resolut Platform.

P3 Audit Limited will provide functionality intended to assist Customers in maintaining accurate, current and verifiable information, but does not independently verify the accuracy of Customer Data unless expressly agreed as part of a separate managed service.

Resolut has been designed to support trusted information stewardship by enabling authorised participants to maintain and update information under appropriate governance controls, thereby reducing the operational risks associated with outdated or duplicated records.

15. Continuous Assurance

Unlike traditional compliance systems that rely upon periodic evidence collection, Resolut supports continuous assurance by enabling authorised participants to maintain current compliance information throughout the lifecycle of the relevant business relationship.

The Parties acknowledge that this operational approach supports improved governance, regulatory readiness and organisational resilience by reducing reliance on point-in-time assessments and encouraging the ongoing maintenance of trusted information.

For the avoidance of doubt, continuous assurance provided by the Resolut Platform does not constitute legal, regulatory or certification advice, nor does it guarantee compliance with any specific legal or regulatory obligation.

PART 3 - PROCESSOR OBLIGATIONS, SECURITY AND CONFIDENTIALITY

16. General Processor Obligations

P3 Audit Limited shall process Personal Data only on behalf of the Customer and strictly in accordance with:

- this Data Processing Addendum;
- the Terms of Service;
- the applicable Subscription Agreement or Order Form;
- documented instructions provided by the Customer; and
- Applicable Data Protection Law.

P3 Audit Limited shall not:

- sell Customer Personal Data;
- disclose Personal Data to unauthorised third parties;
- process Personal Data for unrelated commercial purposes;
- use Customer Personal Data for advertising or marketing purposes; or
- use Customer Personal Data to train public or shared artificial intelligence models without the Customer's prior written authorisation.

Where P3 Audit Limited is legally required to process Personal Data outside the Customer's documented instructions, it shall notify the Customer unless prohibited from doing so by law.

17. Confidentiality

P3 Audit Limited shall ensure that all personnel authorised to process Personal Data:

- are subject to appropriate contractual confidentiality obligations;
- receive appropriate privacy and information security awareness training;
- process Personal Data only where required to perform their authorised duties;
- understand their obligations under Applicable Data Protection Law; and
- continue to be bound by confidentiality obligations after their employment or engagement ends.

Access to Personal Data shall be limited to those individuals with a legitimate business need to perform their responsibilities.

18. Technical and Organisational Measures

P3 Audit Limited shall implement and maintain appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful:

- destruction;
- loss;
- alteration;
- unauthorised disclosure;
- unauthorised access; or
- other unlawful processing.

Such measures shall be appropriate to:

- the nature of the Personal Data;
- the risks presented by the processing;
- current technological standards;
- implementation costs;
- the scope of processing; and

- the rights and freedoms of Data Subjects.

A detailed summary of these safeguards is maintained within **Annex B - Technical and Organisational Measures (TOMs)**.

19. Security by Design

Information security forms a fundamental design principle of the Resolut Platform.

P3 Audit Limited seeks to incorporate security considerations throughout the software development lifecycle, including system architecture, application development, deployment, operational monitoring and ongoing maintenance.

Security controls may include, where appropriate:

- encryption of Personal Data in transit;
- encryption of Personal Data at rest;
- role-based access controls;
- least-privilege principles;
- multi-factor authentication;
- secure authentication mechanisms;
- network segmentation;
- vulnerability management;
- security monitoring;
- audit logging;
- backup and recovery procedures;
- business continuity arrangements; and
- secure software development practices.

P3 Audit Limited will periodically review these controls to reflect evolving threats, technology and regulatory expectations.

20. Privacy by Design

P3 Audit Limited is committed to implementing the principles of Privacy by Design and Privacy by Default throughout the development and operation of the Resolut Platform.

Accordingly, wherever reasonably practicable, Resolut seeks to:

- minimise the volume of Personal Data processed;

- reduce unnecessary duplication of information;
- support the ongoing accuracy of Personal Data;
- restrict access to authorised individuals;
- provide appropriate transparency regarding processing activities;
- encourage accountable information stewardship; and
- support the Customer's compliance with Applicable Data Protection Law.

Privacy considerations shall form part of the design, development and continuous improvement of the Platform rather than being applied retrospectively.

21. Records of Processing

Where required by Applicable Data Protection Law, P3 Audit Limited shall maintain appropriate records of processing activities undertaken on behalf of Customers.

Such records may include:

- categories of processing;
- categories of Personal Data;
- categories of Data Subjects;
- processing purposes;
- Sub-Processors;
- international transfers;
- security measures; and
- retention arrangements.

These records shall be maintained in accordance with applicable legal obligations and made available to competent supervisory authorities where legally required.

22. Security Incidents and Personal Data Breaches

P3 Audit Limited shall maintain documented procedures for identifying, investigating, managing and responding to Security Incidents and Personal Data Breaches.

Where P3 Audit Limited becomes aware of a confirmed Personal Data Breach affecting Customer Personal Data, it shall, without undue delay:

- notify the Customer;
- provide available information concerning the nature of the incident;

- describe the categories of affected Personal Data where known;
- outline the likely consequences of the incident where reasonably understood;
- identify mitigation measures already implemented; and
- cooperate with the Customer in responding to the incident.

The Parties acknowledge that initial notifications may necessarily contain incomplete information and that further details may become available during investigation.

Nothing in this DPA shall require disclosure of information that would prejudice ongoing law enforcement investigations or create additional security risks.

23. Assistance to the Customer

Taking into account the nature of the processing and the information available to P3 Audit Limited, P3 Audit Limited shall provide reasonable assistance to enable the Customer to comply with its obligations under Applicable Data Protection Law.

Such assistance may include support relating to:

- Data Subject Rights requests;
- Personal Data Breaches;
- Data Protection Impact Assessments (DPIAs);
- consultations with supervisory authorities;
- records of processing;
- security information;
- regulatory enquiries; and
- compliance reporting.

Where extensive assistance is requested beyond the standard operation of the Resolut Platform, P3 Audit Limited may recover reasonable costs where permitted under the applicable commercial agreement.

24. Compliance with Laws

P3 Audit Limited shall monitor relevant developments in privacy and data protection legislation and seek to maintain policies, procedures and technical controls appropriate to the jurisdictions in which the Resolut Platform is offered.

Nothing in this DPA limits either Party's obligation to comply with any applicable legal or regulatory requirement relating to privacy, information security or electronic communications.

25. Continuous Improvement

P3 Audit Limited recognises that privacy, cybersecurity and information governance continue to evolve.

Accordingly, P3 Audit Limited shall periodically review and improve its technical, organisational and contractual safeguards to reflect:

- changes in legislation;
- regulatory guidance;
- recognised industry standards;
- emerging cyber threats;
- technological developments;
- customer feedback; and
- improvements to the Resolut Platform.

The objective of this continuous improvement process is to maintain a Trusted Processing Ecosystem that supports secure, resilient and responsible information governance across connected business relationships.

PART 4 - INTERNATIONAL DATA TRANSFERS, SUB-PROCESSORS AND AI PROCESSING

26. International Data Transfers

P3 Audit Limited recognises that the Resolut Platform may be used by Customers operating across multiple jurisdictions.

Where Personal Data is transferred outside the country or jurisdiction in which it was originally collected, P3 Audit Limited shall ensure that appropriate safeguards are implemented in accordance with Applicable Data Protection Law.

Such safeguards may include, where appropriate:

- adequacy decisions issued by competent authorities;
- the UK International Data Transfer Addendum;
- the European Commission Standard Contractual Clauses (SCCs);
- approved Binding Corporate Rules;
- recognised certification mechanisms;

- approved codes of conduct; or
- other lawful transfer mechanisms recognised under Applicable Data Protection Law.

Where required, P3 Audit Limited shall undertake appropriate transfer risk assessments and implement supplementary technical or organisational safeguards where necessary.

27. Regional Data Protection Requirements

P3 Audit Limited seeks to design and operate the Resolut Platform in a manner that supports compliance with internationally recognised privacy principles.

Where applicable, processing activities may be undertaken in accordance with legislation including:

- UK General Data Protection Regulation (UK GDPR);
- EU General Data Protection Regulation (EU GDPR);
- UK Data Protection Act 2018;
- Privacy and Electronic Communications Regulations (PECR);
- California Consumer Privacy Act (CCPA), as amended;
- California Privacy Rights Act (CPRA);
- South Africa's Protection of Personal Information Act (POPIA);
- and other substantially equivalent privacy or data protection legislation applicable to the Customer or the Services.

Nothing within this DPA shall be interpreted as limiting additional statutory obligations that may apply under local law.

28. Appointment of Sub-Processors

The Customer provides general authorisation for P3 Audit Limited to engage carefully selected Sub-Processors where reasonably necessary to deliver, support, secure or improve the Resolut Platform.

Before appointing a Sub-Processor, P3 Audit Limited shall undertake appropriate due diligence to assess the provider's:

- privacy governance;
- information security practices;
- technical capability;

- contractual commitments;
- regulatory compliance;
- operational resilience; and
- suitability for the services being provided.

P3 Audit Limited shall ensure that each authorised Sub-Processor is subject to contractual obligations that provide a level of protection for Personal Data that is substantially equivalent to the obligations contained within this DPA.

P3 Audit Limited remains responsible for the performance of its Sub-Processors in relation to processing undertaken on behalf of the Customer.

29. Trusted Processing Ecosystem

P3 Audit Limited recognises that trust extends beyond its own organisation and into the wider ecosystem of technology and service providers supporting the Resolut Platform.

Accordingly, P3 Audit Limited seeks to maintain a **Trusted Processing Ecosystem**, comprising infrastructure providers, technology partners and approved Sub-Processors that support the secure, resilient and responsible delivery of the Resolut Platform.

Selection of Sub-Processors is based not only upon technical capability but also upon appropriate standards of privacy, security, governance and operational resilience.

P3 Audit Limited may periodically review, replace or appoint additional Sub-Processors in support of the continued operation and improvement of the Platform.

30. Sub-Processor Register

The current list of approved Sub-Processors is maintained within the **Resolut Trust Centre as Annex C – Sub-Processor Register**.

The Register shall identify, where appropriate:

- the Sub-Processor;
- the services provided;
- the purpose of processing;
- the applicable processing activities;
- the primary hosting or processing jurisdiction (where appropriate); and
- any relevant transfer safeguards.

The Register may be updated from time to time without requiring amendment of this DPA.

Where required by Applicable Data Protection Law or contractual commitment, Customers shall be notified of material changes to the Sub-Processor Register.

31. Customer Objections to Sub-Processors

Where Applicable Data Protection Law provides a right to object, the Customer may raise reasonable written objections to the appointment of a new Sub-Processor.

P3 Audit Limited shall consider such objections in good faith and may, where reasonably practicable:

- provide additional information regarding the proposed Sub-Processor;
- implement additional safeguards;
- propose an alternative processing arrangement; or
- where no reasonable alternative exists, discuss appropriate commercial options with the Customer.

Nothing in this clause obliges P3 Audit Limited to accept an objection that would prevent the effective operation of the Resolut Platform.

32. Artificial Intelligence and Automated Processing

P3 Audit Limited may utilise artificial intelligence ("AI") technologies to support the operation, security and enhancement of the Resolut Platform.

Such technologies may assist with activities including:

- workflow automation;
- document analysis;
- compliance assessments;
- risk identification;
- reporting;
- natural language processing;
- search and retrieval;
- data classification;
- anomaly detection; and
- user assistance.

Where AI-assisted processing is undertaken, P3 Audit Limited shall seek to ensure that such processing is conducted responsibly and under appropriate governance controls.

33. AI Governance Principles

P3 Audit Limited is committed to the responsible use of AI.

Accordingly:

- Customer Personal Data shall not be used to train publicly available or shared AI foundation models without the Customer's explicit written authorisation.
- AI technologies shall be deployed with appropriate human oversight where material decisions affecting individuals may arise.
- Appropriate contractual safeguards shall be maintained with third-party AI service providers where Customer Personal Data is processed.
- AI services shall be subject to ongoing review as part of P3 Audit Limited's information security and privacy governance programme.
- Customers remain responsible for reviewing and validating outputs generated through AI-assisted functionality where those outputs support regulatory, legal or business decision-making.

34. Emerging Technologies

P3 Audit Limited recognises that technologies supporting digital trust, artificial intelligence, cybersecurity and information governance continue to evolve.

Accordingly, P3 Audit Limited may introduce new technologies where doing so enhances the security, resilience, privacy or operational capability of the Resolut Platform.

Before introducing technologies that materially affect the processing of Personal Data, P3 Audit Limited shall consider:

- privacy implications;
- security implications;
- regulatory requirements;
- contractual obligations;
- operational resilience;
- ethical considerations; and
- the rights and freedoms of Data Subjects.

Where appropriate, additional safeguards, documentation or customer communications shall be implemented.

35. Commitment to Responsible Innovation

The Parties acknowledge that innovation and responsible governance should develop together.

P3 Audit Limited is committed to ensuring that technological advancement does not diminish individual privacy, transparency or accountability.

The Resolut Platform is therefore designed to support the responsible adoption of emerging technologies while maintaining appropriate safeguards for Personal Data, trusted information stewardship and continuous assurance across connected business relationships.

PART 5 - DATA SUBJECT RIGHTS, AUDITS, TERMINATION AND ANNEXES

36. Assistance with Data Subject Rights

Taking into account the nature of the processing and the functionality of the Resolut Platform, P3 Audit Limited shall provide reasonable assistance to enable the Customer to fulfil its obligations in responding to lawful requests from Data Subjects.

Such requests may include rights relating to:

- access to Personal Data;
- rectification of inaccurate Personal Data;
- erasure ("right to be forgotten");
- restriction of processing;
- objection to processing;
- data portability;
- withdrawal of consent (where applicable); and
- any additional rights provided under Applicable Data Protection Law.

Where P3 Audit Limited receives a request directly from a Data Subject relating to Customer Personal Data, P3 Audit Limited shall, unless prohibited by law:

- promptly notify the Customer;
- refrain from responding directly except where legally required; and
- provide reasonable assistance to enable the Customer to respond.

37. Regulatory Cooperation

Where required by Applicable Data Protection Law, P3 Audit Limited shall cooperate with competent supervisory authorities in matters relating to processing undertaken under this DPA.

Where legally permitted, P3 Audit Limited shall notify the Customer before disclosing Customer information in response to:

- regulatory investigations;
- supervisory authority requests;
- court orders;
- statutory notices; or
- other legally binding disclosure obligations.

Nothing within this DPA shall prevent P3 Audit Limited from complying with mandatory legal obligations.

38. Audit Rights

Upon reasonable written request and subject to appropriate confidentiality obligations, P3 Audit Limited shall make available information reasonably necessary to demonstrate compliance with this DPA.

Such information may include:

- independent audit reports;
- recognised security certifications;
- compliance attestations;
- policies and procedures;
- Technical and Organisational Measures (TOMs);
- penetration testing summaries (where appropriate);
- vulnerability management information (where appropriate); and
- other evidence reasonably required to support the Customer's regulatory obligations.

Where documentary evidence is insufficient, the Parties may agree to a reasonable audit, subject to:

- appropriate confidentiality obligations;

- reasonable advance notice;
- protection of confidential information relating to other customers;
- security restrictions; and
- normal business operations.

Unless otherwise required by law or contract, each Customer may conduct no more than one audit during any twelve-month period.

39. Confidential Information

Information exchanged under this DPA, including security documentation, audit reports, penetration testing summaries and technical information, shall be treated as Confidential Information.

The Customer agrees that such information shall:

- be used solely for assessing compliance with this DPA;
- not be disclosed to third parties except where legally required or with P3 Audit Limited's consent; and
- be protected using appropriate security measures.

40. Term and Termination

This DPA shall remain in force for as long as P3 Audit Limited processes Personal Data on behalf of the Customer.

Termination of the Subscription Agreement or Terms of Service shall automatically terminate this DPA, except where continued processing or retention is required by Applicable Data Protection Law or other legal obligation.

Termination of this DPA shall not affect obligations that expressly survive termination, including confidentiality, security, liability and dispute resolution obligations.

41. Return or Deletion of Personal Data

Upon termination of the applicable services, and subject to any agreed data export period, P3 Audit Limited shall, at the Customer's election and where technically practicable:

- return Customer Personal Data;
- enable the Customer to retrieve Customer Personal Data using available export functionality; or

- securely delete Customer Personal Data.

P3 Audit Limited may retain limited Personal Data where retention is:

- required by law;
- necessary for legal proceedings;
- required for taxation or financial reporting;
- necessary for fraud prevention;
- necessary to protect legal rights; or
- required to maintain information security records.

Any retained Personal Data shall remain subject to the confidentiality and security obligations contained within this DPA.

42. Liability

Liability arising under this DPA shall be governed by the applicable Terms of Service or Subscription Agreement unless otherwise expressly agreed in writing.

Nothing within this DPA excludes or limits liability where such exclusion or limitation would be unlawful under Applicable Data Protection Law.

43. Order of Precedence

In the event of any conflict between:

- this Data Processing Addendum;
- the Terms of Service;
- the Privacy Policy;
- the Subscription Agreement; or
- any applicable Order Form,

the following order of precedence shall apply in relation to Personal Data processing:

1. Applicable Data Protection Law;
2. this Data Processing Addendum;
3. the Subscription Agreement or Order Form;
4. the Terms of Service; and
5. the Privacy Policy.

44. Amendments

P3 Audit Limited may amend this DPA where reasonably necessary to:

- reflect changes in Applicable Data Protection Law;
- implement updated regulatory guidance;
- introduce improved security measures;
- support changes to the Resolut Platform;
- reflect changes to recognised international transfer mechanisms; or
- improve clarity and governance.

Where amendments materially affect Customer rights or obligations, reasonable notice shall be provided before such amendments take effect.

45. Governing Law

This DPA shall be governed by and construed in accordance with the laws specified within the applicable Terms of Service.

The Parties agree that the courts identified within the Terms of Service shall have jurisdiction in relation to disputes arising under this DPA unless Applicable Data Protection Law requires otherwise.

Closing Statement

P3 Audit Limited believes that effective information governance extends beyond legal compliance.

The Resolut Platform has been designed to support responsible information stewardship, continuous assurance and trusted digital relationships across people, organisations, technology and supply chains.

This Data Processing Addendum reflects P3 Audit Limited's commitment to protecting Personal Data while enabling organisations to build resilient, transparent and trusted business ecosystems through the responsible application of technology, governance and privacy by design.

ANNEX A

Description of Processing

The categories of processing undertaken by P3 Audit Limited are described within this Annex and include:

- identity and access management;
- compliance management;
- governance, risk and compliance activities;
- workforce compliance;
- supplier and third-party assurance;
- regulatory reporting;
- workflow automation;
- audit readiness;
- secure collaboration;
- business continuity and resilience activities;
- platform administration;
- customer support; and
- associated operational processing necessary to deliver the Resolut Platform.

Further detail may be maintained within the Resolut Trust Centre and updated from time to time provided such updates do not materially reduce the protections afforded by this DPA.

ANNEX B

Technical and Organisational Measures (TOMs)

P3 Audit Limited maintains a comprehensive programme of technical and organisational safeguards designed to protect Customer Personal Data.

These safeguards may include, where appropriate:

- governance policies and procedures;
- staff confidentiality obligations;
- information security awareness training;
- access control and identity management;
- authentication controls;
- encryption in transit and at rest;
- secure software development practices;
- vulnerability management;
- security monitoring and logging;
- malware protection;
- network security;
- backup and disaster recovery;
- business continuity planning;
- supplier assurance;
- incident response procedures;
- periodic security reviews; and
- continuous improvement of security controls.

A detailed technical description of current safeguards may be maintained separately within the Resolut Trust Centre to enable regular updates without requiring amendment of this DPA.

ANNEX C

Approved Sub-Processor Register

The current list of authorised Sub-Processors is maintained as a separate controlled document within the Resolut Trust Centre.

The Register forms part of this Data Processing Addendum and identifies approved providers supporting the operation of the Resolut Platform.

The Register may be updated from time to time in accordance with this DPA.

ANNEX D

International Data Transfer Mechanisms

Where Personal Data is transferred internationally, P3 Audit Limited shall implement one or more recognised lawful transfer mechanisms, including:

- UK International Data Transfer Addendum;
- European Commission Standard Contractual Clauses (SCCs);
- adequacy regulations;
- Binding Corporate Rules (where applicable);
- or any successor mechanism recognised under Applicable Data Protection Law.

ANNEX E

Artificial Intelligence Processing Safeguards

Where AI technologies assist in delivering the Resolut Platform:

- Customer Personal Data shall not be used to train publicly available or shared foundation models without explicit Customer authorisation;
- AI processing shall be subject to appropriate governance and human oversight;
- approved AI providers shall be subject to contractual safeguards appropriate to the nature of the processing;
- AI-assisted outputs should be reviewed by authorised users where they support legal, regulatory or operational decision-making; and
- AI capabilities shall be incorporated into P3 Audit Limited's ongoing privacy, security and risk governance programme.