

Data protection

Third Party Processor Addendum (DPA)



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1. Processing Addendum

- 1.1 This Addendum ("DPA") forms part of the Entire Agreement between Invennt Ltd and its Clients.

2. Definitions and Interpretation

- 2.1 The terms used in this document shall have the same meaning as those defined in the Data Protection Act 2018 including "Data Subject", "Personal Data", "Data Breach", "Processing", "Processes" and "Process" and their cognate terms shall be construed accordingly.
- 2.2 On signing a Client Supplier Agreement Invennt Ltd shall be defined as a "Processor" ("We") and the Client shall be defined as the "Controller" ("You")
- 2.3 "Data Protection Legislation" shall mean the applicable law or regulation with the United Kingdom and if applicable the European Economic Area ("territories") including the Data Protection Act 2018, the E-Privacy Directive (2002/58/EC), PECR, General Data Protection Regulation 2016/679 (GDPR) and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that replaces, repeals and/or supersedes any of the foregoing within these territories.
- 2.4 The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- 2.5 Contract shall mean the entire agreement between Us and You.

3. Scope

- 3.1 As Data Processor Invennt Ltd will act on the Instructions of the Controller at all times and this DPA shall act as those instructions unless otherwise agreed.
- 3.2 This DPA covers all Personal Data owned by the Controller and processed by the Processor and appointed Sub Processors.
- 3.3 This DPA will not be retrospectively applied.
- 3.4 The Parties acknowledge and agree that We are the Data Processor of Personal Data on behalf of You as Data Controller.

4. Purpose of Processing

- 4.1 You as Data Controller hereby select Us as a Data Processor on Your behalf to provide the Services as defined in Client Service Agreement.
- 4.2 This processing will be carried out on the basis of:
 - a) Controller – Legitimate Interests
 - b) Processor – Contractual Obligation
- 4.3 The Processing will apply during the term of the Contractual relationship between Us and You and cease when Your Data is no longer Processed by Us.
- 4.4 You by exercising your duties of due diligence, and the primary Data Processor obligations placed on You are as set out in the clauses below.
- 4.5 No Special Categories of Data will be processed by the Processor unless supplied by the Controller.

5. Personal Data Elements

- 5.1 Data Elements We Process may include Personal Identifiable Data You Control in the process of employment and conducting business including but not limited to:
 - a) Names
 - b) Telephone numbers
 - c) Email addresses
 - d) Payroll information – roles, titles, gross pay, etc
 - e) Project drawings and methodology
 - f) Emails – general

6. Terms of Processing

- 6.1 We have in place appropriate technical and organisational measures, that Controller acknowledges and warrants they have reviewed and approved, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in

a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

- 6.2 We agree that any Contractor or Sub-Processors that We use to fulfil the Service have Privacy and Security Protections that are no less stringent than You as Data Controller or as you may set out from time to time.
- 6.3 We undertake in respect of all Personal Data that We Process as Data Processor on Your behalf that we shall:

- a) Comply with, and only Process the Personal Data in accordance with, the instructions as set out within this Agreement, as necessary to perform the Services or as otherwise agreed between the parties except in the case of clause 6.7;
- b) comply with Data Protection Regulations and Legislation applicable to the country We operate in and any applicable guidelines and codes of practice, having the force of law, issued by any Regulatory Authority having jurisdiction;
- c) implement appropriate technical and organizational measures in accordance with Ch4 Section 59 (2) of the DPA2018 and Article 32 of the GDPR and corresponding Legislation to ensure a level of security appropriate to the risk of the processing;
- d) not to publish, disclose or divulge any Personal Data to any third party without written permission with exception to clause 6.1.3(f);
- e) at your request, return or destroy all Personal Data in Our possession as Data Processor, except as required by Law;
- f) not keep Personal Data for longer than is necessary and as specified by You;
- g) employ and retain a Data Protection Officer;
- h) Appoint in writing a representative within the European Union if required;
- i) Co-operate with Data Protection Authorities and other Supervisory Authorities; and
- j) in delivering Services, employ only Personnel who have demonstrably committed themselves to confidentiality or are under an obligation of confidentiality;
- k) Ensure that all employees are:

- i. are informed of the confidential nature of the Personal Data and are bound by confidentiality
- ii. obligations and use restrictions in respect of the Personal Data;
- iii. have undertaken training on the Data Protection Legislation relating to handling Personal Data
- iv. and how it applies to their particular duties; and
- vi. are aware both of the Our duties and their personal duties and obligations under the Data Protection Legislation and this DPA.

- 6.4 Without your written permission ensure no Personal Data processed on your behalf is transferred or processed by Us outside of the United Kingdom ("UK"), European Union ("EU"), the European Economic Area ("EEA") or where Adequacy Decisions are permitted except where the processing of Personal Data is not within the territories of the Data Protection Legislation that is applicable to the Controller or where the processing is carried out by employees of Inventt Ltd.
- 6.5 Nothing within the Contract or this DPA relieves either Party of its own direct responsibilities under Data Protection Legislation.
- 6.6 The Controller warrants it has all necessary appropriate legal basis including but not limited to consents and notices in place to enable lawful transfer and processing of the personal data to Processor for the duration and purposes of the contract.
- 6.7 We acknowledge and agree that We only determine the purposes and manner of the Processing for the purposes if We:
- a) Need to comply with any rule, regulation or Law imposed upon Us by Supervisory Authorities, Legal Authorities in the Member State or Third Country;
 - b) Anonymise or pseudonymise (de-identifying) Personal Data and Related Data, including in aggregated format to provide analysis and comparisons and for maintaining, improving or developing services, including but not limited to the Services provided by Us under this Addendum.

7. Audits

- 7.1 At Your request and cost We may provide at Your cost Data Protection and/or Data Security audit reports undertaken by You and co-operate with You in any reasonable enquiries as to technical and organisational measures in relation to Processing Personal Data including but not limited to Cyber Essentials Certification and ISO27001 Audits.

8. Subject Access Requests

- 8.1 We agree to:
- a) inform You promptly, and in any event within two (2) Business Days, of any inquiry or complaint received from Data Subjects or a competent Regulatory Authority relating to Our Services that We provide to You (including requests to access any Personal Data);
 - b) Provide all reasonable assistance at Your cost to enable You to respond to any inquiry from Data Subjects including, but not limited to, Subject Access Requests, and to meet applicable statutory or regulatory deadlines.

9. Breaches

- 9.1 Without prejudice, in the event We become aware of an actual or suspected security breach, compromise, act, omission, error or theft leading to;
- a) accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data processed on Your behalf or;
 - b) material loss or damage to You in every instance in which it occurs shall;
 - i. promptly notify You of the circumstances and scope of such an event once known;
 - ii. dedicate appropriate resources to investigating;
 - iii. take appropriate steps to mitigate the scope of such an event and the damage, loss, and other negative consequence thereof; and
 - iv. reasonably liaise with You in resolution of the incident;
- 9.2 Should you experience a suspected accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Data We agree to cooperate with You and any Supervisory

Authorities in mitigating the risk and resolving the incident at your cost.

10. Sub Processors

- 10.1 We will make available to You details of any Sub-Processors Processing Personal Data under this DPA via an Approved Sub- Contractors List on request.
- 10.2 We agree to obtain Your written approval before new Sub Processors are appointed that have the capability of accessing the Data We process on Your behalf.
- 10.3 We Agree, on request to provide You with any Data Protection Impact Assessment We have carried out in regard to appointing a Sub-Processor at Your cost.
- 10.4 We agree to enter into a written agreement with any sub processor defining Data Subjects rights and Our obligations in line with those of the Controller with regard to personal information prior to being entrusted with that information.

11. Data Protection Impact Assessments

- 11.1 We agree at your cost to carry out or cooperate with Data Protection Impact Assessments (DPIAs) and carry out prior consultation with You should We wish to carry out significant changes to the way Your data is Processed, or the Location of the Data is kept.

12. Retention

- 12.1 In addition to complying with all record retention provisions under Applicable Law, We shall retain legible copies of Data for a maximum period as defined by You in writing to Us or within 6 years of the end of Contract with you if not defined.
- 12.2 If due to Our systems Data Destruction is not possible then it shall be put beyond the ability to process.

13. Data and Information Disclosure

- 13.1 You may, from time to time and at Your cost, request Us to provide copies of Data, in which event We shall provide such copies to You, in such format specified by You, within Fourteen (14) days of such request being received.
- 13.2 Upon request, we shall at all times throughout the

term of this Addendum (and for such subsequent period as may be necessary thereafter) promptly disclose to You such accurate, complete and reliable information as You or such third party reasonably require(s) relating to the performance of the Services or obligations under this Addendum or Applicable Law.

14. Right of Audit

14.1 At Your request and cost, We may provide Data Protection and/or Data Security audit reports undertaken by You and co-operate with You in any reasonable enquiries as to technical and organisational measures in relation to Processing Personal Data including but not limited to Cyber Essentials Certification and ISO27001 Audits.

14.2 Upon Your request, We shall:

- a) Permit, at Your cost, You or Your duly authorised representatives to have access to all or any of Our premises where, or systems on which, our business trades or where our records or stock are located, during business hours, to examine all or any such premises, systems, records or stock and those of any other business which You consider is or may be connected to Us; and
- b) provide to You or Your duly authorised representatives with honest and comprehensive answers to any enquiries You may make in relation to Us and Our business where client or commercial confidentiality is not unduly affected;
- c) for the purpose of ascertaining whether or not We are performing Our obligations in accordance with all the provisions of this Agreement.

14.3 You shall give you a minimum of Forty Five (45) days written notice of any exercise of Your rights under this clause, except where the requirements of a Regulatory Authority do not permit such notice or You have immediate data security, compliance or fraud concerns, in which case You may give immediate or shorter notice on agreement by both Parties.

14.4 You shall exercise Your rights under this clause reasonably and usually no more than once annually during the term of this DPA unless a Regulatory Authority requires otherwise or there are immediate

data security, compliance or fraud concerns, in which case we may give immediate or shorter notice by agreement of both Parties.

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16. Governing Law and Jurisdiction

16.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.




16.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

17. Version Control

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V1.0	08/07/2020	Simon Ghent
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