

## **RBI GDPR DATA PROCESSING ADDENDUM**

### **1. SCOPE**

**1.1.** This GDPR Data Processing Addendum (“DPA”) applies to RBI’s processing of personal data on Customer’s behalf under the Agreement. With regard to such processing, Customer is the controller of the personal data and RBI are the processor of the personal data. This DPA does not apply where RBI is a controller of personal data.

### **2. Definitions**

- 2.1.** The terms “controller”, “data subject”, “personal data”, “personal data breach”, “processing”, and “processor” will have the meanings ascribed to them in the Data Protection Laws, and where the relevant Data Protection Laws use the term ‘data controller’ or ‘data processor’, they shall be read as controller and processor, respectively. “Data Protection Laws” means all data protection laws and regulations, including those of the United Kingdom (“UK”), Switzerland, European Economic Area (“EEA”) and the European Union (“Union”), applicable to the processing of personal data under the Agreement, including the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) from May 25, 2018.
- 2.2.** “RBI Products” shall for the purposes of this DPA mean the products, services, or materials supplied by RBI to the Customer under the Agreement between RBI and the Customer, irrespective of the name or branding of such products, services or materials.
- 2.3.** “Licensed Users” shall for the purposes of this DPA mean the users authorized by the Agreement to use RBI Products in accordance with the terms of the Agreement, irrespective of the definitions used in the Agreement.
- 2.4.** “RBI” shall for the purposes of this DPA mean Reed Business Information Limited or such of its Affiliates as entered into the Agreement with the Customer.
- 2.5.** “Customer” shall for the purposes of this DPA mean the signatory to this DPA, and shall include Customer’s Affiliates to the extent that the parties to the Agreement have agreed that these are included in the Agreement.
- 2.6.** “Affiliate” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 2.7.** “Agreement” means the agreement between RBI and the Customer to supply the RBI Products irrespective of the name used in the Agreement to describe it.

### **3. General provisions**

**3.1.** Customer recognises that, in the process of accessing and using the RBI Products, it and the Licensed Users will supply personal data. Customer represents and warrants that it and the Licensed Users have complied with all applicable obligations under the Data Protection Laws in supplying personal data to RBI, including providing any required notices and obtaining any required consents and authorizations for RBI’s

processing such personal data, and that it is responsible for its decisions and actions concerning the use and other processing of the personal data.

- 3.2. To the extent that RBI acts as a processor of personal data on Customer's behalf, RBI will process such personal data in accordance with this DPA.
- 3.3. Customer acknowledges and agrees that the services RBI provides under the Agreement to provide the RBI Products may include (i) compiling statistical and other information related to the performance, operation and use of the RBI Products, and (ii) use data in aggregated and/or anonymized form for security and operations management or for research and development purposes or other business purposes, provided that such information and data will not identify or serve to identify Customer or any data subject.
- 3.4. RBI products provide analysis and insight, and Customer alone will be responsible for any decisions it may take using insights from RBI Products as one of several factors. Customer will therefore be responsible for compliance with any requirements under Articles 21 (Right to Object) or 22 GDPR (Automated Individual Decision Making and Profiling) in so far as they might arise as well as for responding to any requests from any data subject (subject to Clause 6 of the DPA "Data Subject Rights").

#### **4. PROCESSING**

- 4.1. RBI shall not engage another processor without Customer's prior specific or general written authorisation. In the case of general written authorisation, RBI shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes in the manner more specifically set forth herein.
- 4.2. RBI's processing shall be governed by this DPA under Union or governing Member State law as set forth in the Agreement. In particular, RBI shall:
  - a) process the personal data only on Customer's documented instructions, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by the Union or Member State law governing such personal data; in such a case, RBI shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - c) take all measures required pursuant to Article 32 (Security of Processing) of the GDPR;
  - d) respect the conditions referred to in clause 4.1 and 4.3 for engaging another processor;
  - e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
  - f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to RBI;

- g) at Customer's choice and/or on expiry or termination of the Agreement, delete or return to Customer all the personal data after the end of the provision of RBI Products relating to processing and delete existing copies unless Union or Member State or other applicable law requires storage of the personal data (which, for the avoidance of doubt, does not apply to aggregated or anonymized data);
- h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor Customer mandate;
- i) immediately inform Customer if, in RBI's opinion, an instruction from Customer to RBI infringes the GDPR or other Union or Member State data protection provisions.

**4.3.** Where RBI engages another processor for carrying out specific processing activities on Customer's behalf, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil those data protection obligations, RBI shall (subject to the terms of the Agreement) remain fully liable to Customer for the performance of that other processor's obligations.

**4.4.** The subject-matter of RBI's processing is the personal data provided related to RBI Products under the Agreement. The duration of the processing is the duration of the provision of the RBI Products under the Agreement. The nature and purpose of the processing is in connection with the provision of the RBI Products under the Agreement. The types of personal data processed are as set out in the Agreement, including ancillary documents to the Agreement such as statements of work, order forms or other documents, and other types of personal data submitted to the RBI Products. The categories of data subjects are Licensed Users, Customer's or its Affiliates employees, representatives, clients, prospects, suppliers, business partners and others whose personal data is submitted to the RBI Products.

**4.5.** The Agreement and this DPA are Customer's complete and final documented instructions to RBI for the processing of personal data. Additional or alternate instructions must be agreed upon separately by the parties. RBI will ensure that its personnel engaged in the processing of personal data will process personal data only on Customer's documented instructions, unless required to do so by Union, Member State or other applicable law.

## **5. Subprocessing**

**5.1.** Customer hereby provide RBI general consent to engage other processors for the processing of personal data in accordance with this DPA. RBI shall maintain a list of such processors which RBI may update from time to time. RBI shall make it available on [www.reedbusiness.com](http://www.reedbusiness.com). At least 14 days before authorising any new such processor to process personal data, RBI shall update the list on RBI's website and provide Customer with a mechanism to obtain notice of that update.

- 5.2.** Customer may object to the change without penalty by notifying RBI within 14 days after receipt of RBI's notice. RBI shall use reasonable endeavours to change, modify or remove the affected RBI Products or Licensed Materials to avoid processing of personal data by such new processor to which Customer reasonably object.
- 5.3.** RBI shall notify the Customer in the event that it is unable to continue to provide the RBI Product to Customer without changing the sub-processors as anticipated and whether this affects all RBI Products under the Agreement or only a subset of them. Without prejudice to termination and refund provisions in the Agreement, for a period of ninety (90) days of this notice, either party may terminate the Agreement by notice to the other with respect to the affected RBI Products, and then RBI will pay Customer a pro rata refund of any prepaid fees for the remainder of the term of the Agreement related to the affected RBI Products.

## **6. Data Subject Rights**

- 6.1.** RBI shall, to the extent legally permitted, promptly notify Customer of any data subject requests RBI receive and reasonably cooperate with Customer to fulfil Customer's obligations under the GDPR in relation to such requests. Customer shall be responsible for any reasonable costs arising from RBI's providing assistance to Customer to fulfil such obligations.

## **7. Transfer**

- 7.1.** RBI shall ensure that, to the extent that any personal data originating from the UK, Switzerland or EEA is transferred by RBI to another processor in a country or territory outside the UK, Switzerland or EEA that has not received a binding adequacy decision by the European Commission or competent national data protection authority, such transfer shall be subject to an appropriate transfer mechanism that provides an adequate level of protection in accordance with the GDPR.

## **8. Security of Processing**

- 8.1.** 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, the parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
- a)** the pseudonymisation and encryption of personal data;
  - b)** the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c)** 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
  - d)** a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 8.2.** In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.
- 8.3.** The parties shall take steps to ensure that any natural person acting under the authority of either party who has access to personal data does not process them

except on instructions from Customer, unless he or she is required to do so by Union or Member State law.

**9. Personal Data Breach**

9.1. RBI shall notify Customer without undue delay after becoming aware of a personal data breach and shall reasonably respond to Customer’s requests for further information to assist Customer in fulfilling Customer’s obligations under Articles 33 and 34 of the GDPR.

**10. Records of Processing Activities**

10.1. RBI shall maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of personal data on Customer’s behalf, make them available to Customer as required.

**11. Audit**

- 11.1. Audits shall be:
- a) Limited to RBI’s processing of personal data under the Agreement and compliance with this DPA only;
  - b) Conducted by an independent third party reputable auditor;
  - c) Subject to the execution of appropriate confidentiality undertakings;
  - d) Conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon thirty (30) days written notice and having provided a plan for such review; and
  - e) Conducted at a mutually agreed upon time and in an agreed upon manner.

**12. Conflict**

12.1. If there is any conflict or inconsistency between the terms of this DPA and the Agreement, the terms of this DPA shall control to the extent required by law. Otherwise, the Agreement shall control in the case of such conflict or inconsistency.

Agreed on behalf of [Customer]

Signature: .....

Name: .....

Position: .....

Date: .....

**Agreed on behalf of Reed Business Information Ltd and its Affiliates**

Signature: .....

Name: .....

Position: .....

Date: .....