

# Data Processing Agreement Addendum

This Data Processing Agreement Addendum (“DPAA”) forms part of, and is effected by, Camira’s Terms & Conditions of Purchase of Goods and Services (“Agreement”) between Camira and the SELLER (the “Parties”).

Whereas:

Camira acts as a Data Controller (“CONTROLLER”) and the SELLER acts as a Data Processor (“PROCESSOR”) in the processing of personal data under the Agreement.

Without prejudice to the Agreement, the Parties seek to govern the processing by binding written contract by Linked Agreement, based, in whole or in part, on applicable approved standard clauses in accordance with Applicable Law.

This DPAA sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the CONTROLLER (refer to Appendix 1: Description of Processing Activities).

It is agreed that:

## 1. Definitions

the Definitions set out in herein, in Applicable Law and in the Linked Agreement shall apply.

Term:	Definition:
Agreement	Camira’s Terms & Conditions of Purchase of Goods & Services. A Linked Agreement.
Applicable Law	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in any jurisdiction that applies to the Parties, including the Data Protection Act 2018.
Camira	Camira as specified in the Linked Agreement.
DPAA	This Data Processing Agreement Addendum. A Linked Agreement.
IDTA	Camira’s International Data Transfer Agreement. A Linked Agreement.
Linked Agreement	The Agreement, and other agreements linked to this DPAA.

## 2. Data Processing

In particular:

- 2.1 the CONTROLLER is responsible for ensuring that the processing of personal data complies with Applicable Law.
- 2.2 The CONTROLLER has the right and obligation to make decisions about the purposes and means of the processing of personal data.
- 2.3 The PROCESSOR shall:
  - 2.3.1 process the personal data only on documented instructions from the CONTROLLER, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by law to which the PROCESSOR is subject; in such a case, the PROCESSOR shall inform the CONTROLLER of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
  - 2.3.2 ensure that persons authorised to process the personal data have committed themselves to confidentiality, or are under an appropriate statutory obligation of confidentiality, and do not process them except on instructions from the CONTROLLER, unless he or she is required to do so by Applicable Law.
  - 2.3.3 provide sufficient guarantees (for example, in the form of an approved code of conduct or an approved certification mechanism, or otherwise) to take all measures required to meet applicable requirements, ensure protection of data subjects' rights and ensure a level of security appropriate to the risk.
  - 2.3.4 respect the required conditions for engaging another PROCESSOR (a "SUB-PROCESSOR"), in particular:
    - 2.1.4.1 not engage a SUB-PROCESSOR without prior specific or general written authorisation of the CONTROLLER;
    - 2.1.4.2 in the case of general written authorisation, inform the CONTROLLER of any intended changes concerning the addition or replacement of SUB-PROCESSORS, thereby giving the CONTROLLER the opportunity to object to such changes;
    - 2.1.4.3 where it engages a SUB-PROCESSOR for carrying out specific processing activities on behalf of the CONTROLLER, impose on that SUB-PROCESSOR the same data protection obligations that are applicable to the PROCESSOR;
    - 2.1.4.4 where that SUB-PROCESSOR fails to fulfil its data protection obligations, remain fully liable to the CONTROLLER for the performance of that SUB-PROCESSOR's obligations.
  - 2.1.5 taking into account the nature of the processing, assist the CONTROLLER by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the CONTROLLER's obligation to respond to requests for exercising applicable data subjects' rights.
  - 2.1.6 taking into account the nature of processing and the information available to the PROCESSOR, assist the CONTROLLER in ensuring compliance with its obligations, including to:
    - ensure security of processing;
    - notify personal data breaches to the supervisory authority;
    - communicate personal data breaches to data subjects;
    - carry out data protection impact assessments (DPIAs) when required; and
    - consult the supervisory authority where a DPIA indicates that processing would result in a high risk.
  - 2.1.7 at the choice of the CONTROLLER, delete or return all the personal data to the CONTROLLER after the end of the provision of services relating to processing, and delete existing copies unless otherwise required by Applicable Law.

- 2.1.8 make available to the CONTROLLER all information necessary to demonstrate compliance with the obligations set out herein, and;
  - 2.1.8.1 allow for and contribute to audits, including inspections, conducted by the CONTROLLER or another auditor mandated by the CONTROLLER;
  - 2.1.8.2 immediately inform the CONTROLLER if, in the PROCESSOR's opinion, an instruction infringes Applicable Law;
  - 2.1.8.3 immediately inform the CONTROLLER if, in the PROCESSOR's opinion, this DPAA, and/or any component of the Linked Agreement, is, or becomes, inadequate to govern the processing;
- 2.1.9 not transfer personal data outside the scope of the International Data Transfer Agreement ("IDTA").

**Appendix 1: Description of Processing Activities**

<b>Term:</b>	<b>Definition:</b>
Specify the Categories of Data Subjects whose personal data is processed:	The Categories of Data Subjects are natural persons acting under the authority of the SELLER to carry out the processing.
Specify the Categories of Personal Data processed (including any Special "Sensitive" Categories as applicable):	The Categories of Personal Data are business contact/financial details relating to processing of orders under the Agreement. There are no Special "Sensitive" Categories of personal data.
Specify the Nature, Purpose(s) and Legal Bases of Processing:	<p>The Nature of the Processing is the processing of orders under the Agreement.</p> <p>The Purpose of the Processing is to process orders under the Agreement.</p> <p>The Legal Basis of the Processing is that the processing is necessary for the performance of a contract or in order to take steps at the Customer's request prior to entering into a contract.</p>
Specify the Period for which the Personal Data will be Retained, or, if that is not possible, the criteria used to determine that period:	The Period for which the Personal Data will be Retained is the duration of the Agreement.
Specify the Appropriate Technical and Organisational Measures to ensure a level of security appropriate to the risk presented by the processing:	The Appropriate Technical and Organisational Measures are, in proportion to risk: account is taken of the risks 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; pseudonymisation and encryption of personal data; ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; ability to restore availability and access both personal data in a timely manner in the event of a physical or technical incident; process for regularly testing, assessing and evaluating effectiveness of technical and organisational measures for ensuring the security of processing.
Specify for any intended Transfer of Personal Data: Recipient(s) of Personal Data, Categories of Data Subjects, Categories of Personal Data, Nature and Purpose(s) of Processing & Period for which the Personal Data will be Retained:	Any intended Transfer of Personal Data is governed by an International Data Transfer Agreement (IDTA) as part of the Linked Agreement. There is no other intended Transfer of Personal Data.

