Data Transfer Agreement

1. INTERPRETATION

1.1. The capitalised terms shall have the meanings ascribed to them in the table below:

"**Applicable Law**"	the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to UKDedicated;
"**Customer**"	any natural person or incorporated entity that has previously concluded a contract with UKDedicated on the basis of either: (i) the General Terms; or (ii) the GURU Terms;
"**Effective Date**"	1 January 2021;
"**General Terms**"	the general terms and conditions for the supply of services by UKDedicated, as amended from time to time;
"**GURU Terms**"	the terms governing provision of services by GURU, as amended from time to time; and
"**UKDedicated**"	UKDedicated Ltd, a company registered in England and Wales with company no. 04625539 and address at 3 Centro Boundary Way, Hemel Hempstead, Hertfordshire, HP2 7SU

1.1. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.2. Person includes a natural person, corporate and unincorporated body and, unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.3. A reference to UKDedicated or the Customer includes its personal representatives, successors and permitted assigns.

1.4. A reference to a statute or statutory provision is a reference to such statute, statutory provision as amended or re-enacted and includes any subordinate legislation.

1.5. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.6. Any phrase introduced by the terms "including", "include", "in particular" and "for example" shall be illustrative and shall not limit the sense of the preceding words.

1.7. A reference to writing or written includes emails but excludes faxes.

2. BASIS OF CONTRACT

2.1. Where the Customer is subject to the GURU Terms, this Agreement shall constitute an amendment to the GURU Terms in accordance with clause 16 of the same.

2.2. Where the Customer is subject to the General Terms, this agreement shall constitute an amendment to the General Terms in accordance with clause 14 of the same.

2.3. In the event of any conflict between the GURU Terms or the General Terms (as applicable) and any term of this Agreement, the term of this Agreement shall prevail to the extent of the inconsistency.

3. STANDARD CONTRACTUAL CLAUSES

3.1. The Standard Contractual Clauses shall be incorporated into this Agreement and shall apply with respect to any personal data (as defined by the Standard Contractual Clauses) that is provided to UKDedicated by the Customer from outside of the United Kingdom.

3.2. The Standard Contractual Clauses will not apply to:

3.2.1. Customer Data that is not transferred, either directly or via onward transfer, outside the UK; or

3.2.2. Customer Data relating to residents of the UK that is subsequently transferred outside of the UK by the Customer or in accordance with the Customer's written instructions.

4. GENERAL

4.1. Third party rights

4.1.1. A natural or legal person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This clause does not alter any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

4.2. Variations

4.2.1. Except as set out in this agreement, any variation, including the introduction of any additional terms and conditions shall only be binding when agreed in writing and electronically signed by both parties.

4.3. Waiver

4.3.1. A waiver of any right is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of

such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under this agreement are exclusive and shall override the exercise of rights provided by Applicable Law.

4.4. Governing law

4.4.1. The construction, validity and performance of this agreement shall be governed by the laws of England and Wales.

4.5. Rights and remedies

4.5.1. No delay or omission by UKDedicated in exercising any of its rights or remedies under this agreement or under any Applicable Law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

4.5.2. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

4.6. Severance

4.6.1. In the event that any provision of this agreement shall be void or unenforceable by reason of any provision of Applicable Law, it shall be deleted and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the original intent of this Agreement so far as possible.

4.6.2. If any provision or part-provision of this agreement is deemed deleted under clause 4.6.1 above, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

4.7. No partnership or agency

4.7.1. Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

4.8. Jurisdiction

4.8.1. 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.

Standard Contractual Clauses for international transfers from controller to processor between UKDedicated and the Customer

Date of contract: the Effective Date

Parties

Name of the data exporting organisation: the Customer

 (the data exporter)

And

Name of the data importing organisation: UKDedicated

 (the data importer)

Clause 1. Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3. Third-party beneficiary clause

(1) The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

(2) The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

(3) The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

(4) The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses;

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6. Liability

(1) The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

(2) If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any

successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

(3) If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7. Mediation and jurisdiction

(1) The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

(2) The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8. Cooperation with supervisory authorities

(1) The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

(2) The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

(3) The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9. Governing law

UKDedicated Ltd – Data Transfer Agreement – v1.0

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely

England and Wales.

Clause 10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

Clause 11. Sub-processing

(1) The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses3. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

(2) The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

(3) The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data Importer is established, namely

England and Wales.

(4) The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12. Obligation after termination

(1) The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer

prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

(2) The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Clause 13. Effective date of the Standard Contractual Clauses

The parties intend that these Clauses should only become effective if Art 44 of the General Data Protection Regulation (the "GDPR") applies to a transfer of personal data from the EEA to the UK, because the UK has left the European Union, and the transfer is not permitted under Art 45.

On that basis, the Clauses will become effective on:

(i)   the first date Article 44 GDPR applies to a transfer of personal data from the EEA to the UK, and that transfer is not permitted under Article 45 GDPR; or

(ii)   the date of the Standard Contractual Clauses, if later.

In this clause, 'a transfer of personal data' has the same meaning as in Article 44 of the GDPR.

UKDedicated Ltd – Data Transfer Agreement – v1.0

Appendix 1

This Appendix forms part of the Clauses..

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter's business or organisation type is:

- Commercial organisation based outside of the United Kingdom, but within the European Union.
- The data importer provides the data exporter with data hosting services. The personal data is transferred to facilitate the provision of these services.
- The data exporter is using the personal data which is being transferred for the following purposes or activities:
    - Staff administration, including permanent and temporary staff, including appointment or removals, pay, discipline; superannuation, work management, and other personnel matters in relation to the data exporter's staff.
    - Accounts and records, including:
    - keeping accounts relating to the data exporter's business or activity;
    - keeping customer and employee records;
    - records for making financial or management forecasts;
    - other general record keeping and information management;
    - accounting and auditing services;
    - assessment and collection of taxes, duties, levies and other revenue;
    - consultancy and advisory services, including giving advice or rendering professional services, and the provision of services of an advisory, consultancy or intermediary nature;
    - data analytics, including profiling;
    - financial services and advice including the provision of services as an intermediary in respect of any financial transactions including mortgage and insurance broking
    - Information and databank administration, including the maintenance of information or databanks as a reference tool or general resource. This includes catalogues, lists, directories and bibliographic databases;

- o insurance administration including the administration of life, health, pensions, property, motor and other insurance business by an insurance firm, an insurance intermediary or consultant;
- o licensing and registration services, including the administration of licensing or maintenance of official registers;
- o pensions administration, including the administration of funded pensions or superannuation schemes;
- o property management services, including the management and administration of land, property and residential property, and the estate management of other organisations;
- o security of people and property, including using CCTV systems for this purpose;
- o trading/sharing in personal information, including the sale, hire, exchange or disclosure of personal information to third parties in return for goods/services/benefits.

Data importer

The data importer's business or organisation type is:

- data hosting services.

The data importer's activities for the data exporter, which are relevant to the transfer are:

- general records and information management services required to onboard data subjects into data importer's internal systems.

Data subjects

The personal data transferred concern the following categories of data subjects:

- each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff;
- employees, which may include the Data Exporter's employees, shareholders or contractors.

Categories of data

The personal data transferred concern the following categories of data:

- personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description.

Special categories of data (if appropriate)

Any information relating to race or ethnic origin, political opinion, religious or other similar beliefs, trade union membership, physical or mental health or sexual orientation.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

- receiving data, including collection, accessing, retrieval, recording, and data entry;

- holding data, including storage, organisation and structuring;

- updating data, including correcting, adaptation, alteration, alignment and combination;

- protecting data, including restricting, encrypting, and security testing;

- sharing data, including disclosure, dissemination, allowing access or otherwise making available;

- returning data to the data exporter or data subject;

- erasing data, including destruction and deletion.

Appendix 2

This Appendix forms part of the Clauses..

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(a) and 5(c) include:

Technical

Application of industry standard configurations, security ciphers and protocols lead by PCI scan compliance

Enforcing secure password strength and aging

Use of multi-factor authentication where applicable

Physical and logical segregation of resources through policy and deployment processes

Organisational

Maintaining ISO27001 certification

Use of secure datacentre facilities meeting multiple ISO standards with full access control

Audit trails of system access

Role restricted data access policies

Employee security checks

Secure storage, handling and disposal of data storage assets

UKDedicated Ltd – Data Transfer Agreement – v1.0