

Data Processing Agreement (DPA)

This Data Processing Agreement (DPA) is made on the date of last signature below between:

Parties

1. Complygate Limited a company incorporated in England and Wales under No. 11382934 whose registered office is at 11 Brindley Place, 2 Brunswick Square, West Midlands, B70 6BA, England (**Supplier**)
2. **(Name of Customer)** a company incorporated in England and Wales under No. **(Company no)** whose registered office is at **(Registered address of the customer)** (**Customer**)

(each a **party** and together the **parties**)

If the parties previously entered into a data processing agreement for screening services, this Data Processing Agreement will supersede the foregoing.

1. Definitions.

The capitalized terms will have the meanings set forth below:

- a. "Screening Services" means the collective Complygate screening Services or Background screening Services that are subject to the provisions of this Data Processing Agreement.
- b. "Screening License Agreement" means the Complygate Agreement, as applicable for the respective Screening Services.
- c. "Complygate Screening Services" means the PAYG Services or Managed Services provided by Complygate, including Support Services where processing of Personal Data is expressly permitted.
- d. "Customer's Affiliates" means any legal entity entitled to use the Screening Services under the Screening License Agreement
- e. "European and UK Data Protection Laws" means the EU GDPR, Directive 2002/58/EC (as amended by Directive 2009/136/EC) concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), the UK GDPR and any national laws or regulations implementing the foregoing, and any amendments or replacements thereto.
- f. "EU GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council.
- g. "EU Personal Data" means Customer Personal Data and Customer's Affiliates' Personal Data to which the EU GDPR is applicable.

- h. “EU Standard Contractual Clauses” means in respect of EU Personal Data, the standard contractual clauses for the transfer of personal data to third countries adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 including the text from module three of such clauses and no other modules and not including any clauses marked as optional in the clauses.
- i. “Instruction” means any documented instruction - written or by data input - received by Processor from Customer, including licenses granted under the Screening License Agreement.
- j. “Personal Data” shall have the same meaning as defined under European and UK Data Protection Laws.
- k. “Personal Data Breach” means a confirmed unauthorized access by a third party or confirmed accidental or unlawful destruction, loss or alteration of Personal Data.
- l. “Process” or “Processing” shall have the meaning as defined under applicable European and UK Data Protection Laws.
- m. “Processor” is Complygate, for the respective Screening Services provided by that party to Customer.
- n. “Support Services” means the applicable customer support services provided by Processor under the Screening License Agreement.
- o. “UK GDPR” means the GDPR as applicable as part of UK domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
- p. “UK Personal Data” means Customer Personal Data and Customer Affiliates’ Personal Data to which the UK GDPR is applicable.
- q. “UK Standard Contractual Clauses” means in respect of UK Personal Data such standard data protection clauses as are adopted from time to time by the UK Information Commissioners Office in accordance with Article 46(2) of the UK GDPR including, but not limited to, the international data transfer agreement (UK IDTA), and the international data transfer addendum to the European Commission’s standard contractual clauses for international data transfers (UK Addendum).

All other capitalized terms not defined in this Data Processing Agreement shall have the meanings ascribed to them in the respective Screening License Agreement, as applicable.

2. Applicability.

- a. The provisions of this Data Processing Agreement are applicable to the Processing of Personal Data by the respective Processor, to the extent the Processing and use of such Personal Data is permitted under the Screening License Agreement.
 - In case of discrepancies between this Data Processing Agreement and the applicable Screening License Agreement, the provisions of this Data Processing Agreement shall prevail.

3. Processing and Categories of Personal Data.

- a. Details of Processing of Personal Data.

The subject matter, nature and purpose and details and duration of the data processing and the details of the type of Personal Data and categories of data subjects are as determined by the Customer and as permitted under the Screening License Agreement.

- b. Locations of Processing.

- Complygate Processes Personal Data in the locations described in the Complygate Privacy Policy: https://www.complygate.co.uk/assets/pdf/client_privacy_policy2.pdf
- Based on the international demographic of candidates and applicants it may be necessary to transfer elements of personal data to countries for the purposes of conducting background, criminal record and identity checks, including Australia, The United States and other countries which do not have data protection laws equivalent to those in force in the European Economic Area or the UK.

4. Data Controller.

In accordance with all applicable data protection laws, Customer shall be the data controller.

5. Processor's Responsibility.

- a. Processor will only Process Personal Data within the scope of Customer's Instructions for the applicable Screening Services including with regard to transfers of Personal Data to third countries. Processor shall notify Customer promptly if it considers that an Instruction from Customer is in breach of European Data Protection Law, and Processor shall be entitled, but not obliged, to suspend execution of the Instructions concerned, until Customer confirms such Instructions in writing. Notwithstanding the foregoing, Processor may process the Personal Data if it is required under law to which it is subject. In this situation, Processor shall inform Customer of such a requirement before Processor Processes the data unless the law prohibits this on important grounds of public interest.

6. Technical and Organizational Measures and Security of Processing.

- a. 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, Processor has implemented and maintains technical and organizational measures to ensure a level of security of the processing of Personal Data appropriate to the risk of the respective Screening Service.
- b. Processor has implemented further measures with respect to security of the Processing of Personal Data and law enforcement requests:
 - I. Complygate Certifications (ISO 27001 & Cyber Essentials)
- c. Processor's Technical and Organisational Measures are subject to technical progress and further development. Accordingly, Processor reserves the right to modify the Technical and Organisational Measures provided that the functionality and security of the Screening Services are not degraded.

7. Personal Data Breach

In the case of a Personal Data Breach, Processor will notify Customer without undue delay after Processor becomes aware of the Personal Data Breach via the email address specified by Customer in Clause 14 or as may be provided in the Screening Services user interface and, as required by Article 33 of the General Data Protection Regulation, Processor shall supply Customer with information regarding the Personal Data Breach (to the extent that such information is available to Processor) to enable Customer to comply with its notification requirements to the supervisory authority (and, if necessary, the relevant data subjects) under European and UK Data Protection Laws. Processor will, promptly, commence a forensic investigation of a Personal Data Breach and take appropriate remedial steps to prevent and minimize any possible harm. For the avoidance of doubt, Personal Data Breaches will not include unsuccessful attempts to, or activities that do not, compromise the security of Personal Data including, without limitation, unsuccessful log in attempts, denial of service attacks and other attacks on firewalls or networked systems.

8. Further Obligations

- a. Taking into account the nature of the Processing under this Data Processing Agreement, Processor shall take all reasonable steps to assist Customer in meeting Customer's obligations under Articles 30, and 32 to 36 of GDPR. Each party shall be responsible for maintaining its own record of processing activities.
- b. Taking into account the nature of the Processing under this Data Processing Agreement, Processor shall take all reasonable steps to assist Customer in meeting Customer's obligations under Articles 30, and 32 to 36 of GDPR. Each party shall be responsible for maintaining its own record of processing activities.

9. Responsibilities of the Data Controller.

- a. Customer shall comply with all applicable data protection laws.
- b. Customer agrees that it acts at all times for itself and on behalf of Customer's Affiliates. Customer

accepts that Complygate will solely communicate with Customer under this Data Processing Agreement and shall ensure to pass on relevant information to Customer's Affiliates

- c. Instructions. Customer shall give Instructions to Processor as agreed by the Parties in the Screening License Agreement. Customer acknowledges that it acts on behalf of any Customer's Affiliate at all times when giving Instructions to Complygate and agrees that Complygate will only accept Instructions from Customer directly and not from any Customer's Affiliate.
- d. Information Duty. If Customer becomes aware of any breaches of, or other irregularities with, the requirements of all applicable data protection laws, if required by applicable law, Customer shall promptly notify and provide Processor with Instructions detailing the Processing activities Processor must take to ensure the protection of Personal Data, or avoid non-compliance with applicable data protection laws.

10. Costs.

In the event that Customer instructs Processor to provide assistance which goes beyond the standard functionality of the Service(s), then Processor may charge Customer for any costs beyond the agreed upon license fees to the extent it is not commercially reasonable for Processor to provide such assistance without charge (considering relevant factors such as volume of requests, complexity of Instructions and timescale requested). This shall include, without limitation, costs incurred by Processor in executing Customer's Instructions relating to the erasure, additional storage and/or retention of Customer's Personal Data, and compliance with any subject access request received by Customer in accordance with Clause 11.

11. Access and Data Deletion.

Data Subject Requests. Processor will promptly inform Customer of any data subject requests it receives in connection with the Screening Services licensed by Customer. Customer is responsible for ensuring such requests are handled in accordance with European and UK Data Protection Laws. Processor will implement appropriate technical and organizational measures to assist Customer with its obligations in connection with such data subject requests.

12. Audit.

- The Supplier and each Supplier Affiliate shall make available to the Customer on request all information necessary to demonstrate compliance with this DPA.
- The Supplier shall allow for and contribute to audits, including inspections, by the Customer (or any other auditor mandated by the Customer) in relation to the Processing of Personal Data under this DPA.
- The Customer (or any other auditor mandated by the Customer) shall give the Supplier or Supplier Affiliate reasonable notice of any audit or inspection, and shall make all reasonable endeavours to avoid causing any damage, injury or disruption to the Supplier or Supplier Affiliate's premises, equipment, personnel and business in the course of the audit or inspection.
- Such audit rights may be exercised only once in any calendar year during the term of the Agreement and for a period of 3 years following the expiry or termination of the Agreement.

13. Sub-processors and International Transfers

- a. Customer agrees that Processor shall be entitled to use sub-processors for the respective Screening Service listed as follows:
 - For Complygate Screening Services, Complygate Compliance Centre, Complygate Apps and Referencing via Open Banking

Such sub-processors may be affiliates of the Processor or third-party service providers.

- b. Processor has entered into agreements with its sub-processors which ensure that such sub-processors shall be obliged to meet equivalent obligations as those set out in this Data Processing Agreement.
- c. Transfers of EU and UK Personal Data to Third Country Sub-processors. For the transfers of EU Personal Data or UK Personal Data to a sub-processor located in a third country which does not provide adequate protection for Personal Data Complygate and the applicable sub-processor have entered into the EU Standard Contractual Clauses or UK Standard Contractual Clauses (as applicable) in order to provide appropriate safeguards for the transfer of such EU Personal Data and UK Personal Data in accordance with the European and UK Data Protection Laws.
- d. In any event, where Processor's sub-processor fails to fulfil its data protection obligations under this Data Processing Agreement, Processor will remain responsible.
- e. Sub-processor Agreements. Where the EU Standard Contractual Clauses are applicable, the parties agree that the obligation at Clause 9(a) of the EU Standard Contractual Clauses to seek approval for sub-processors is met by the process outlined above.

14. Miscellaneous.

No amendment, change or suspension of this Data Processing Agreement shall be valid unless agreed upon in writing between Customer and the relevant Processor and unless this Data Processing Agreement is expressly referred to.

15. Governing law and jurisdiction

This DPA will be governed by and interpreted according to the law of England and Wales and all disputes arising under the DPA (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

The parties have signed this DPA the date(s) below:

Signature.....

XX

Position: DPO

Complygate Limited

Date of signature.....

Signature.....

Name:.....

Position:.....

Name of the customer

Date of signature.....