

DATA PROCESSING NOTICE

Osborne Technologies Limited (Company Number 03658270) is the provider of an Entry Sign System ("**the Provider**") which it provides to its Customer (**the "Customer"**). The parties have agreed that the Provider will be acting as a Data Processor and accordingly have agreed to work together in the following way.

In the majority of cases, the Provider does not process any Personal Data on behalf of the Customer by virtue of providing the Entry Sign System.

However, to the extent that the Entry Sign System includes the following activities then Customer Personal Data will be processed on the terms of the agreement:

- a. Entry Sign Live
- b. Text Messaging
- c. Support
- d. Card Printing Services

The following Definitions apply throughout this agreement.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

1. DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 1, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the

Customer is the data controller and the Provider is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

- 1.3 Without prejudice to the generality of clause 1.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider and use by the Provider of the Personal Data for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
 - 1.4.1 process that Personal Data only on the written instructions of the Customer unless the Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
 - 1.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, 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);
 - 1.4.3 ensure that all personnel who have access to and/or process Personal

Data are obliged to keep the Personal Data confidential;

- 1.4.4 not transfer any Personal Data outside of the European Economic Area;
 - 1.4.5 Advance by the Customer with respect to the processing of the Personal Data;
 - 1.4.6 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 1.4.7 notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 1.4.8 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 1.4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 1.5 Other than as set out above in respect of the text messaging service, the Customer does not consent to the Provider appointing any third party processor of Personal Data under this agreement.
- 1.6 Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).