

G F O R C E S

UK Data Processing Schedule

March 2021

UK Data Processing Schedule

1. Definitions

1.1 In this Schedule the following definitions apply:

Agreement	the agreement between the Customer and GForces for the provision of services
Data Controller	as defined in the UK Data Protection Legislation
Data Processing Policy	GForces' data processing policy at www.gforces.auto/data-processing-policy
Data Processor	as defined in the UK Data Protection Legislation
Customer's Personal Data	all Input Material that is Personal Data
Data Subject	as defined in the UK Data Protection Legislation
Personal Data	as defined in the UK Data Protection Legislation
Service Data Summaries	the Service-specific data summaries at www.gforces.auto/service-data-summaries , which set out for each of the Services offered by GForces the scope, nature and purpose of processing, the duration of the processing, the types of Personal Data and categories of Data Subject, as updated from time to time (each being a "Service Data Summary")
Subprocessor	a third party engaged by GForces to process Customer's Personal Data
Third Country	a country other than: -the UK; -any country in the EEA; -the country in which the Customer is based; or -any country where GForces and the Customer have agreed that data will be hosted.
UK Data Protection Legislation	(i) the UK GDPR and any national implementing laws, regulations and secondary legislation (including the Data Protection Act 2018), as amended or updated from time to time, in the UK and then (ii) any successor legislation to the UK GDPR that is applicable in the UK
UK GDPR	Regulation (EU) 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 (General Data Protection Regulation), as it forms part of the

law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018

1.2 Any definitions set out in the Agreement shall also apply to this Schedule.

2. Application

The provisions of this Schedule apply to the extent that the UK Data Protection Legislation is applicable to the processing of personal data pursuant to the Agreement.

3. Written Instructions

Customer hereby confirms that the Agreement constitutes written instructions to GForces to process Customer's Personal Data in accordance with the following:

- 3.1 the terms of the Agreement, in particular this Schedule;
- 3.2 the Service Data Summaries as applicable to the Services provided to Customer pursuant to the Agreement;
- 3.3 the Data Processing Policy; and
- 3.4 any further written instructions given by Customer and accepted by GForces in writing as constituting instructions for the purposes of the Agreement. GForces shall be entitled to refuse to accept instructions where (i) compliance with them would not be possible within GForces' current technical environment, (ii) compliance with them would involve increased staff time or cost to GForces, or (iii) they are otherwise unreasonable.

4. Data Protection

- 4.1 Each party warrants to the other that it will comply with all applicable requirements of the UK Data Protection Legislation to the extent such requirements are applicable to the parties and their processing of Personal Data in connection with the Agreement. Where it applies, this Schedule is in addition to, and does not relieve, remove or replace, a party's obligations under the UK Data Protection Legislation.
- 4.2 The parties acknowledge that for the purposes of the UK Data Protection Legislation, Customer is the Data Controller of the Customer's Personal Data and GForces is the Data Processor.
- 4.3 Without prejudice to the generality of paragraph 4.1, GForces shall, in relation to Customer's Personal Data processed in connection with the performance by GForces of its obligations under the Agreement:
 - (a) process Customer's Personal Data only in accordance with the written instructions of Customer (pursuant to 3.1 above) unless GForces is required to process Customer's Personal Data by Applicable Laws of the UK, any EU member state, or the EU. Where GForces is relying on such Applicable Laws for processing Customer's Personal Data, GForces shall promptly notify Customer of this before performing the processing required by those laws unless they prohibit GForces from so notifying Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer's Personal Data

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and against accidental loss or destruction of, or damage to, Customer's 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. Customer has reviewed and approved the technical and organisational measures set out in the Data Processing Policy;

- (c) ensure that all personnel who have access to and/or process Customer's Personal Data are obliged to keep it confidential;
- (d) assist Customer in responding to any request from a Data Subject, including (insofar as possible) by having appropriate technical and organisational measures to allow such requests to be fulfilled. GForces shall only be required to assist under this subparagraph (d) where Customer is unable to process the request itself, and where GForces is in a position to identify the Data Subject. Where requests from a Data Subject are manifestly unfounded or excessive, in particular because of their repetitive character, GForces may either charge Customer a reasonable fee taking into account the administrative costs or refuse to act on the request;
- (e) assist Customer in ensuring compliance with any applicable obligations under the UK Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify Customer without undue delay on becoming aware of a breach relating to Customer's Personal Data
- (g) on termination of the Agreement, (i) GForces shall delete Customer's Personal Data (and all copies thereof) from all systems and backups within 45 days in accordance with the Data Processing Policy, unless GForces is required by Applicable Laws of the UK, any EU member state or the EU to continue to store Customer's Personal Data; and (ii) at the written request of Customer, GForces shall return a copy of the latest backup of Customer's Personal Data provided such request is made within 7 days of termination; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 4.3 and allow for and contribute to audits by Customer or Customer's designated auditor to monitor such compliance, provided that (i) audits are conducted during normal business hours and on reasonable notice, (ii) the scope of the audit is agreed in advance, and (iii) Customer takes (and procures that its employees and auditors take) such steps as GForces requires for the protection of confidential information belonging to GForces and its customers and the maintenance of its certification standards.

5. Third parties

- 5.1 Customer hereby gives specific authorisation for GForces to engage the Subprocessors listed in the relevant Service Data Summaries. Customer also gives general authorisation for GForces to engage further Subprocessors and GForces shall notify Customer of such additional appointments.
- 5.2 GForces confirms that it has entered or (as the case may be) will enter into a written agreement with each Subprocessor that complies with the requirements of UK Data Protection Legislation (and which also requires the Subprocessor to comply with the requirements of UK Data Protection Legislation when appointing its own Subprocessors). As between Customer and GForces, GForces shall remain fully liable to Customer for any Subprocessor's acts or omissions to the extent that they relate to processing under the Agreement, subject to the limitations on liability set out herein

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(which shall apply to the fullest extent permissible under applicable laws, including the UK Data Protection Legislation).

- 5.3 Customer hereby instructs GForces to transfer Customer's Personal Data to the third parties engaged by Customer as listed in the relevant Service Data Summaries.
- 5.4 Any provider of Third Party Services engaged by Customer, including but not limited to those listed in the Service Data Summaries and any other third party:
- (a) to whom Customer instructs GForces to send Customer's Personal Data;
 - (b) whose tags Customer instructs GForces to include on its website; or
 - (c) from whom Customer instructs GForces to pull data via an API

shall not be deemed a Subprocessor under the terms of the Agreement. Customer shall be responsible for ensuring that such third parties comply with applicable data protection laws. As between Customer and GForces, Customer shall be fully liable to GForces for any loss or damage suffered by it as a result of any act or omission of any such third party.

6. Transfers to Third Countries

- 6.1 GForces shall only transfer Customer's Personal Data to a Third Country if (i) such transfer is in accordance with the instructions of the Customer (pursuant to paragraph 3 above); and (ii) one of the following conditions is fulfilled:
- (a) there is no restriction on such transfer under the UK Data Protection Legislation (for example because the Third Country to which the data is transferred has been assessed to provide an adequate level of protection pursuant to the UK Data Protection Legislation); or
 - (b) in accordance with the UK Data Protection Legislation, Customer or GForces has provided appropriate safeguards in relation to the transfer and the Data Subject has enforceable rights and effective legal remedies.

7. Liability

- 7.1 The limitations on liability set out in the Agreement shall apply to any liability of GForces (whether in contract, tort, misrepresentation, restitution or otherwise) under or in connection with the provisions of this Schedule to the fullest extent permissible under applicable law (including the UK Data Protection Legislation).

8. General

- 8.1 GForces may, at any time on not less than 30 days' notice, revise the provisions of this Schedule (and any related definitions or paragraphs):
- (a) by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme; or
 - (b) if GForces, in its reasonable discretion, determines that changes are required in order to comply with UK Data Protection Legislation.
- 8.2 The provisions of this Schedule shall survive termination or expiry of the Agreement.