

Data Processing Addendum

SOS COMMUNICATIONS LIMITED (a company incorporated in England and Wales (company number 12918419) whose registered office is at Phoenix Park Industrial Estate, Park Street, Heywood, Lancashire, OL10 2AB (the **Company**) is a distributor of telephony and telecommunications products and equipment (**Equipment**) to wholesale customers (**Customer**) in accordance with orders placed by Customers pursuant to the Company's Standard Conditions of Contract.

This Data Processing Addendum is supplemental to the Company's Standard Conditions of Contract and forms part of the Contract (as defined in the Company's Standard Conditions of Contract) between the Company and the Customer.

From time to time, the Company may occasionally, in the course of supplying the Equipment, process personal data on behalf of the Customer. Solely to the extent that the Company undertakes data processing activities as a data processor on behalf of the Customer, the provisions of this Addendum shall apply.

AGREED TERMS

1. DEFINITIONS

1.1. Capitalised terms used in this Addendum shall have the meanings given below:

"Applicable Laws"	all laws (including laws relating to anti-bribery and anti-corruption), statutes, regulations, decisions, rulings, sanctions, governmental and regulatory policies, industry guidelines and/or codes of practice which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations under and/or the performance of this Addendum and/or the Contract;
"Data Protection Legislation"	the General Data Protection 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 (the " GDPR "), the Data Protection Act 2018 and any other national law which implements the GDPR in the United Kingdom; the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all other Applicable Laws relating to the processing of personal data, privacy and the protection of personal data in electronic communications and direct marketing, including any applicable law or regulation which supersedes, replaces or implements any of the foregoing in the United Kingdom;
"Data Protocol"	a protocol setting out the types of personal data which will be processed in connection with the Contract, the subject matter and purposes of the processing and the duration of the processing, as set out in the Schedule to this Addendum and any further data protocol which is agreed by the parties from time to time (and which shall form part of and be incorporated into this Addendum);
"Data Subject Request"	a request from a data subject to exercise the data subject's rights under the Data Protection Legislation (including requests for access to personal data; rectification or erasure of personal data; restrictions of processing personal data; and portability of personal data);
"Personal Data"	the personal data relating to the named individual to whom the Customer requires the Company to deliver the Equipment and which is processed by the Company in connection with the Contract; and

Data Processing Addendum

"Regulator" a regulatory or supervisory authority of competent jurisdiction from time to time with authority under Data Protection Legislation over all or any part of the provision of the Services and/or the processing of Personal Data.

- 1.2. The terms **"personal data"**, **"data controller"**, **"controller"**, **"data processor"**, **"processor"**, **"process"**, **"data subject"**, **"data protection impact assessment"**, **"third country"**, **"international organisation"** and **"personal data breach"** shall each have the applicable meaning set out in the Data Protection Legislation.
- 1.3. References to clauses are to the clauses of this Addendum, unless stated otherwise.
- 1.4. References to the **"parties"** shall be to the Company and the Customer and a reference to a **"party"** shall be to either of them.
- 1.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6. Any words following the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related words.

2. General

- 2.1 The parties acknowledge and agree that this Addendum:
 - (a) forms part of the Contract between the Company and the Customer relating to the provision of Equipment;
 - (b) sets out the parties' respective obligations in respect of the processing of personal data under the Contract; and
 - (c) amends and replaces the provisions in the Contract that relate expressly to the parties' use of personal data, including any specific clauses relating to data protection and any other provisions in the Contract that conflict with the terms of this Addendum.
- 2.2 The parties acknowledge and agree that solely to the extent that the Customer requires the Company to deliver the Equipment directly to a named individual (ie the Customer's customer), the Customer shall be the data controller in respect of such Personal Data and the Company shall be acting as a data processor on behalf of the Customer.
- 2.3 The Company shall also process personal data in connection with the Contract in its own capacity as a data controller (where the Company is to determine the purposes and means of the processing, including, for example, contact details for the representative of the Customer). Except where this Addendum refers generally to personal data, the provisions of this Addendum will not apply to such processing but the Company will undertake such processing in accordance with its legal obligations to data subjects under Data Protection Legislation.
- 2.4 Both parties shall comply with their respective obligations under Data Protection Legislation, the provisions of this Addendum and any applicable Data Protocol in respect of all Personal Data processed in connection with the Contract.
- 2.5 In the event of any conflict between the provisions of this Addendum and the provisions of the Contract, the provisions of this Addendum shall take precedence.

3. Data processing obligations

Customer's obligations

- 3.1 As the data controller, it shall be the Customer's responsibility to ensure that the Customer is entitled to process and to authorise the Company to process the Personal Data in the manner and for the duration envisaged by this Addendum. If at any time the Customer has reason to believe that the processing of any Personal Data under this Addendum is in breach of the Data Protection Legislation, the Customer shall immediately notify the Company, together with an explanation of the concern.
- 3.2 Prior to sharing any Personal Data with the Company, the Customer must identify the lawful basis on which the parties can rely under the Data Protection Legislation to process such Personal Data. Unless the lawful basis the Customer wishes to rely on is performance of a contract or the data subject's consent, the Customer shall inform the Company of the lawful basis for processing such Personal Data (prior to sharing such personal data with the Company) and if the lawful basis for processing changes, the Customer shall notify the Company as soon as practicable, but in any event no later than 14 days after such change occurs.
- 3.3 The Customer shall ensure at all times that the Customer's instructions to the Company for the processing of Personal Data under this Addendum comply with Data Protection Legislation and that compliance with such instructions would not cause the Company to breach the Data Protection Legislation.
- 3.4 The Customer shall be responsible for the provision of the corresponding fair processing information to relevant data subjects and for obtaining any consents that may be required (in each case to the extent necessary in order to comply with Data Protection Legislation) from that data subject. The Customer shall ensure that such fair processing notices are accurate and complete, and that any consents are sufficient in order for the Company to lawfully process the Personal Data in the manner set out in this Addendum.
- 3.5 If the Customer requires the Company to transfer any Personal Data to a third party provider engaged by the Customer, the Customer shall be solely responsible for identifying the lawful basis under the Data Protection Legislation on which the parties can rely under the Data Protection Legislation to transfer such Personal Data to the relevant third party provider (and the Customer shall notify the Company of the same). A written data processing agreement must be in place between the Customer and such provider. The Customer acknowledges and agrees that the Company has no control over and shall have no liability in respect of how any personal data is processed by such third party provider engaged by the Customer.

Company's obligations

- 3.6 In respect of the Personal Data processed by the Company as a data processor on the Customer's behalf, the Company shall:
 - (a) only process Personal Data on behalf of the Customer where and to the extent necessary to deliver the Equipment and otherwise to perform the Company's obligations under the Contract, this Addendum and Applicable Law, and only in accordance with the terms of this Addendum, any additional applicable Data Protocol, and any additional reasonable instructions the Customer may issue from time to time (provided that such instructions are within the scope of the Company's obligations under this Addendum), unless otherwise required by law, regulation, court of competent jurisdiction or any other governmental or regulatory body;
 - (a) implement appropriate technical and organisational measures, taking into account the nature and purposes of the processing, for the protection of the security of the Personal Data to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the nature of the personal data to be protected, details of which are available from

Data Processing Addendum

the Company upon request and which measures the Customer shall have the opportunity to review and assess in accordance with the Customer's own obligations under the Data Protection Legislation. The Company reserves the right to revise the technical and organisational measures at any time, without notice, provided that such revisions will not materially reduce the overall security provided for the Personal Data that the Company processes in the course of delivering the Equipment;

- (b) ensure that personnel who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential;
- (c) not transfer the Personal Data outside of the European Economic Area (**EEA**) without complying with the provisions of the Data Protection Legislation in respect of such transfer, save that if the Customer requires the Company to transfer any Personal Data outside the EEA pursuant to the Customer's instructions, it shall be the Customer's responsibility to ensure that any such transfer complies with the provisions of the Data Protection Legislation and to notify the Company of any specific instructions or restrictions in respect of the same;
- (d) notify the Customer without undue delay if the Company becomes aware of any personal data breach or of any request or objection from a data subject pursuant to the Data Protection Legislation, in each case relating to the Personal Data;
- (e) to the extent that the Customer does not have the ability to address a Data Subject Request in respect of the Company's processing of Personal Data, the Company shall, upon the Customer's request and insofar as is reasonably possible, provide commercially reasonable assistance, at the Customer's cost, to facilitate such Data Subject Request;
- (f) reasonably assist the Customer, at the Customer's cost, in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to consultations with supervisory authorities or regulators;
- (g) provide the Customer with reasonable cooperation and assistance, at the Customer's cost, as may be required to fulfil the Customer's obligation under the GDPR to carry out a data protection impact assessment related to the Services, to the extent that the Customer does not otherwise have access to the relevant information and to the extent that such information is available to the Company;
- (h) inform the Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed by the Company in connection with this Addendum;
- (i) maintain records and information regarding the Company's processing activities in respect of the Personal Data to demonstrate the Company's compliance with this Addendum;
- (j) allow for audits by the Customer or the Customer's designated auditor of the Company's systems and procedures relevant to the processing of Personal Data, provided that in the case of any audit, the Customer shall:
 - (i) comply with any reasonable requirements or security restrictions that the Company may impose to safeguard the Company's systems, personal data the Company holds on behalf of other customers and clients and the Company's own confidential or commercially sensitive information and to avoid unreasonable disruption to the Company's business and operations;
 - (ii) reimburse the Company for any time expended by the Company for any such audit, at the Company's then current professional services rates, which shall be

Data Processing Addendum

made available to the Customer upon request, which costs shall be reasonable, taking into account the resources expended by the Company; and

- (iii) before the commencement of any audit, the parties shall mutually agree on the scope, timing, and duration of the audit.

Sub-Processors

3.7 The Company may use the following types of processors who may process Personal Data in connection with the Contract:

- providers of penetration testing services;
- providers of cloud storage;
- providers of hosted software;
- suppliers of the Equipment;
- logistics providers, including parcel delivery services;
- data centres; and
- telecommunication providers,

details of which are available to the Customer upon request. The Company may update the list of its processors from time to time. The Customer acknowledges that such information is confidential.

3.8 The Customer hereby consents to the Company appointing the processors set out in clause 3.7 above as processors of the Personal Data under this Addendum. The Company shall have in place a written contract with such processors in respect of such processing of the Personal Data, save that in respect of parcel delivery services, such as the Royal Mail, it is acknowledged that such providers are not typically data processors, but mere conduits of personal data (as determined by the ICO) and accordingly a written agreement is not required.

3.9 The Company shall inform the Customer of any intended changes or replacements to any such processors or any additional processors. Within a period of 30 days of the date of notification of such changes, the Customer may object to any such changes on reasonable grounds, in which event either party shall have the right to terminate the Contract and this Addendum on giving the other party 30 days' written notice, without liability to the other party. If the Customer has not objected to any such changes within a period of 30 days of the date of the notification of the changes, the Customer shall be deemed to have accepted such changes.

4. Liability

Each party's liability under this Addendum shall be subject to the exclusions and limitations of liability in the Company's Standard Conditions of Contract.

5. Change of law

If there are any changes and/or updates to any Applicable Law (including Data Protection Legislation) or codes of practice issued by the Information Commissioner's Office which require or make it desirable for any amendments to be made to this Addendum (as determined by the Company), the Company shall be entitled to vary this Addendum and shall confirm any changes in writing upon the Company's website (www.soscommunications.co.uk).

6. General

6.1 This Addendum (including any Data Protocols) and the Contract (and any documents incorporated therein) constitute the entire agreement and understanding of the parties in relation to the subject matter of this Addendum and the Contract and supersede any previous agreement between the parties relating to such subject matter; and shall apply to the exclusion of and prevail over any express terms contained in any standard documentation of

Data Processing Addendum

either party (including but not limited to any pre-printed standard terms and conditions). The parties acknowledge that they have not entered into this Addendum in reliance upon any statement, representation, assurance or warranty which is not set out in this Addendum.

- 6.2 Subject to clause 5, any variation or amendment to this Addendum will not be binding on the parties unless set out in writing, expressed to amend this Addendum and signed by an authorised representative of each party.
- 6.3 Each of the parties to this Addendum is an independent contractor and nothing contained in this Addendum shall be construed to imply that there is any relationship between the parties of partnership or of principal/agent or of employer/employee nor are the parties hereby engaging in a joint venture and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this Addendum.
- 6.4 No failure or delay by a party to exercise any right or remedy provided under this Addendum or by law shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 6.5 In the event of any conflict between a provision of this Addendum and a provision of the Contract, the provision of this Addendum shall prevail.

7. Law and Jurisdiction

- 7.1 This Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 7.2 The parties hereby irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection within this Addendum or its subject matter or formation.

Data Processing Addendum

Schedule

Data Protocol

Subject matter and purpose of processing

In limited circumstances, the Customer may request the Company to deliver the Equipment directly to the Customer's end-customers, users or retailers (who are exclusively business customers) (the **End-Customers**). In such circumstances, the Customer may disclose limited personal data to the Company (as detailed below) to ensure that the Equipment is properly delivered to the correct contact at the End-Customer.

Types of personal data to be processed and categories of data subject

Where the parties have agreed that the Customer will deliver the Equipment directly to the End-Customer, the Company may disclose the following Personal Data to the Company relating to an individual at the End-Customer (a **Representative**) to enable the safe receipt of the Equipment by the End-Customer:

- Representative's name and job title;
- Representative's business telephone number and email address;
- Representative's business address.

Duration of the processing

The Company shall not process the Personal Data for any longer than is required for the purposes of delivering the Equipment to the End-Customer. Once the Equipment has been despatched by the Company, the Company shall retain a record of who the Equipment has been sent to and when (including on the End-User's invoice and/or despatch note). The Company may also retain a record of the Representative's details if the Equipment is returned. The Company shall be entitled to retain such records in the Company's automatic archiving and backup procedures and to comply with Applicable Laws and bona fide internal compliance and audit policies and procedures. If the Company deletes the Personal Data, the Company shall have no liability whatsoever to the Customer.