

ENGAGE SOLUTIONS GROUP

DP POLICY

This is Engage's DP Policy. We recognise that when you appoint Engage to provide our Solutions and Services, you are entrusting us with personal data in respect of which you are a data controller. We know that our relationship with you creates legal obligations for both you and us, so we asked our lawyers to develop a DP Policy which confirms what you can expect from Engage when you appoint us to process your personal data, and more importantly, to ensure that you can fulfil your obligations under Applicable Data Protection Law.

1. DEFINITIONS

In this Policy, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law; and

"Applicable Data Protection Law" shall mean:

- (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and
- (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679).

2. RELATIONSHIP OF THE PARTIES

The Client appoints Engage as a processor to process the personal data relevant to the Order(s) (the "Data") for the purpose of making the Solution available and performing the Services in the manner set out in the Terms (the "Permitted Purpose"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

3. INTERNATIONAL TRANSFERS

Engage shall not transfer the Data outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

4. CONFIDENTIALITY OF PROCESSING

Engage shall ensure that any person it authorises to process the Data (an "Authorised Person") shall protect the Data in accordance with Engage's confidentiality obligations under the Terms.

5. SECURITY

Engage shall implement the technical and organisational measures set out in the Annex to:

- (i) protect the Data from accidental or unlawful destruction; and
- (ii) prevent loss, alteration, unauthorised disclosure of, or access to, the Data,

(a "Security Incident").

6. SUBCONTRACTING

The Client consents to Engage engaging third party subprocessors to process the Data for the Permitted Purpose provided that Engage:

- (i) maintains an up-to-date list of its subprocessors, which it shall update with details of any change in subprocessors at least 10 days prior to any such change;
- (ii) imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and
- (iii) remains liable for any breach of this Clause that is caused by an act, error or omission of its subprocessor.

The Client may object to Engage's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to the Client's ability to comply with Applicable Data Protection Laws. In such event, Engage will either not appoint or replace the subprocessor or, if this is not possible, the Client may suspend or terminate the relevant Order(s) (without prejudice to any fees payable for the Services prior to suspension or termination).

7. COOPERATION AND DATA SUBJECTS' RIGHTS

Engage shall provide reasonable and timely assistance to the Client (at the Client's expense) to enable the Client to respond to:

- (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and
- (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data.

In the event that any request, correspondence, enquiry or complaint is made directly to Engage, Engage shall promptly inform the Client providing full details of the same.

8. DATA PROTECTION IMPACT ASSESSMENT

If Engage believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform the Client and provide reasonable cooperation to the Client (at the Client's expense) in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

9. SECURITY INCIDENTS

If it becomes aware of a confirmed Security Incident, Engage shall inform the Client without undue delay and shall provide reasonable information and cooperation to the Client so that the Client can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Engage shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and shall keep the Client informed of all material developments in connection with the Security Incident.

10. DELETION OR RETURN OF DATA

Upon termination or expiry of the relevant Order(s), Engage shall (at the Client's election) destroy or return to the Client all Data in its possession or control. This requirement shall not apply to the

extent that Engage is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Engage shall securely isolate and protect from any further processing except to the extent required by law.

11. AUDIT

Engage shall contribute to audits and inspections conducted by or on behalf of the Client to demonstrate its compliance with this DP Policy in the following manner:

- (i) engaging in dialogue with the Client's personnel/auditors;
- (ii) providing documented responses to any reasonable requests made by the Client's personnel/auditors in this respect; and
- (iii) sharing any third party audit reports in this respect which are in Engage's possession at the time of the request which are relevant to this DP Policy,

all of which shall be subject to the confidentiality provisions of the Terms.

Where the Client exercises its audit and inspection rights more than once in any 12 month period, any costs or expenses incurred by Engage in complying with the Client's request shall be paid by the Client