

DATA PROCESSING ADDENDUM

THIS ADDENDUM is made between:

TIC (The Independent Choice) Limited ("**TIC**"); and

The Client (identified in the TIC Call Carrier and Line Rental Order Form),

together the "**parties**".

WHEREAS:

- (A) the Client and TIC have entered or desire to enter into an agreement (or agreements) for the provision by to the Client of services in accordance with the TIC Call Carrier and Line Rental Order Form attached hereto (the "**Agreement**"); and
- (B) the Client and TIC have agreed to enter into this Addendum to the Agreement in relation to data processing.

IT IS NOW AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. The parties agree that this Addendum will be incorporated as an addendum to the Agreement. To the extent of any conflict between this Addendum and the remaining sections of the Agreement, this Addendum will prevail. The definitions used in the Agreement shall apply to this Addendum

1.2. In this Addendum, the following words and expressions will have the following meanings:

"Addendum"	shall mean this addendum, including its annexures;
"Agreement"	shall have the meaning given in recital (A) above;
"Client Personal Data"	shall mean all personal data controlled by the Client which is processed by TIC in connection with the Services;
"Data Protection Legislation"	shall mean all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU General Data Protection Regulation (2016/679) (" GDPR "), the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, and any amending or replacement legislation from time to time; and
"Services"	shall mean the services provided by TIC to the Client pursuant to the Agreement.

1.3. In this Addendum, the terms "personal data", "process", "data controller", "data processor" and "data subject" shall have the meanings set out in the Data Protection Legislation.

2. DATA PROTECTION

- 2.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This addendum is in addition to, and does not relieve or replace, a party's obligations under the Data Protection Legislation.
- 2.2. The Client acknowledges that in providing the Services, TIC may have access to and process Client Personal Data. The parties acknowledge that for the purposes of the Data Protection Legislation the Client is the data controller and TIC is the data processor.
- 2.3. Annex 1 sets out the subject matter, nature, purpose and duration of processing, the types of personal data and categories of data subject.
- 2.4. The Client will ensure it has all necessary and appropriate notices and (where relevant) consents in place to enable the lawful transfer of Client Personal Data to TIC for the duration of and purposes of the Agreement.
- 2.5. TIC shall in relation to any Client Personal Data processed in connection with the performance by TIC of its obligations under the Agreement:
 - a) only process Client Personal Data in accordance with the Client's documented instructions (which for the avoidance of doubt includes this Addendum and the Agreement) unless required to do otherwise by applicable UK or EU law. If required to do otherwise by applicable UK or EU law, TIC shall inform the Client of the legal requirement before processing the Client Personal Data, unless TIC is legally prohibited from doing so;
 - b) ensure that its personnel are subject to appropriate obligations of confidentiality;
 - c) taking into account the nature of the Services, provide reasonable assistance to the Client, insofar as this is possible and at the Client's cost, for the fulfilment of the Client's obligations under the Data Protection Legislation in respect of data security; data breach notification; data protection impact assessments; consultation with supervisory authorities; and the fulfilment of data subject's rights;
 - d) upon termination of the Agreement, upon the Client's request, return or delete the Client Personal Data, and delete any existing copies in its possession unless required to retain such Client Personal Data under applicable UK or EU law or to the extent it is necessary for TIC to retain such Client Personal Data for its business records, including in case of any future legal claim or dispute (and in these cases, TIC shall continue to process the Client Personal Data in line with the terms of this addendum); and
 - e) immediately notify the Client if it is asked to do something which infringes the Data Protection Legislation.
- 2.6. TIC uses third parties or sub-processors ("**Sub-processors**") to provide certain services on TIC's behalf, including but not limited to sub-contractors who may carry out services on TIC's behalf from time to time and Sub-processors who provide TIC with storage and other IT services, and who therefore may process Client Personal Data. The Client consents to the appointment of Sub-processors under this addendum and acknowledges and, for the purposes of clause 3 of this addendum, consents to the transfer of Client Personal Data outside of the EEA to such Sub-processors, TIC shall enter into a written agreement with

such Sub-processors and such agreement shall be on that third party's standard terms or shall incorporate terms which are required in contracts with processors under Article 28 GDPR (but which for the avoidance of doubt may not be back to back agreements).

- 2.7. TIC shall remain fully liable for all acts or omissions of a Sub-processor appointed by it pursuant to clauses 2.6.
- 2.8. TIC shall use appropriate technical and organisational measures to protect Client Personal Data against unauthorised and unlawful processing and against accidental loss, destruction, disclosure, damage or alteration, taking into account the nature, scope, context and purposes of the processing and having regard to the state of technological development and the cost of implementing any measures (including those measures set out in Article 32 GDPR).
- 2.9. Upon written reasonable request, TIC shall make available to the Client such information as is reasonably necessary to demonstrate TIC's compliance with its obligations under this clause 2. In addition, TIC agrees to permit an audit to be conducted of its facilities, by the Client or the Client's representatives (bound by appropriate obligations of confidentiality), provided such an audit is carried out: (i) on at least 10 business days' written notice; (ii) during TIC's normal business hours; and (iii) in a manner that causes minimal disruption to TIC's business and excludes from its scope any internal pricing information, information relating to other clients of TIC or other TIC's own internal reports.
- 2.10. TIC shall notify Client without undue delay of becoming aware of any accidental, unauthorised, or unlawful destruction, loss, alteration, or disclosure of, or access to, Client Personal Data ("**Security Breach**"). TIC shall provide the Client with reasonable assistance in relation to the Security Breach, including the provision of such information as is known to TIC regarding the nature of the breach, the categories and approximate number of data subjects and records concerned.

3. DATA TRANSFERS

- 3.1. TIC shall not transfer (including by way of remote access) Client Personal Data collected within the European Economic Area ("**EEA**") outside of the EEA, unless the Client has given its prior written consent and the following conditions will be fulfilled:
 - 3.1.1. TIC or the Client have provided appropriate safeguards in relation to such transfers;
 - 3.1.2. the data subject has enforceable rights and effective legal remedies.;
 - 3.1.3. TIC complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 3.1.4. TIC complies with reasonable instructions notified to it in advance by the Client with respect to the processing of personal data.
- 3.2. For the purposes of clause 3.1, the Client provides its consent to the transfer of Client Personal Data outside of the EEA in respect of the Sub-processors (as specified in clause 2.6 of this addendum).

Annex 1: Description of Services and Personal Data Processing

The data processing activities carried out by TIC under this Addendum are as follows:

Description of Services:	Access made by TIC in the United Kingdom to investigate faults pertaining to the provision of line rentals and calls.
Subject-matter of Processing:	The Client Personal Data is to be processed by TIC to perform the Services under the Agreement
Duration of Processing	Until the later of: (i) the termination or expiration of the Agreement; or (ii) the termination of the last of the Services to be performed pursuant to the Agreement, unless required to be kept longer in line with clause 2.5d) of this addendum by applicable UK or EU law or in case of the business records of TIC.
Nature and purpose of Processing:	TIC may need to conduct Wireshark traces on site in order to investigate a fault relating to the provision of Lines & Calls.
Type of Personal Data:	Names, contact details (including direct dial(s), telephone number(s) and e-mail addresses), job title, employer details, call recordings (including Wireshark traces) and any Personal Data contained therein [including for the avoidance of doubt, details of the number to/from which the call is made]..
Categories of Data Subjects:	Customer's employees and Customer's client's.