

## Privacy Policy

1. Each party shall comply with its obligations under Data Protection Laws and the Data Processing Terms set out in Annex A.
2. Where, Inlutech's cloud tenancy is used to process and/or store Customer Data, the Customer acknowledges that (i) Inlutech shall be transferring Personal Data to its hosting service provider as a necessary part of that processing or storage, and (ii) that any third-party provider through whom Inlutech purchases its subscription may require access to the relevant tenancy in order to provide its services and support and the Customer agrees to Inlutech making such transfer and providing such access to the extent necessary for the performance of Inlutech's obligations to the Customer.
3. The Customer warrants that:
  - 3.1. it has informed Inlutech of any internal procedures or requirements it has in respect of how and from whom instructions in respect of data processing activities should be delivered (noting that all such instructions must, at a minimum, be in writing);
  - 3.2. the collection and processing of Personal Data before such time as it is provided to Inlutech (including processing for direct marketing purposes) has been carried out in accordance with Data Protection Laws;
  - 3.3. it is not aware of any circumstances likely to give rise to breach of any of the Data Protection Laws in the future;
  - 3.4. it has appropriate entitlement to instruct Inlutech to undertake the processing of the Personal Data for the purpose set out in the Order Form within the limitations of the Data Protection Laws;
  - 3.5. all Data Subjects relating to the Personal Data have given valid consent, pursuant to the Data Protection Laws (or there is another recorded and evidenced justification for the lawfulness of processing), to the transfer of their Personal Data by the Customer to Inlutech (and, where relevant, to Inlutech's hosting services provider) and to the undertaking of the processing activities set out in the Order Form by Inlutech (and, where relevant, Inlutech's hosting services provider);
  - 3.6. it has taken sufficient measures to ensure all Personal Data is necessary, accurate and up-to-date.
4. Where Inlutech's cloud tenancy is used to process and/or store Customer Data, and Inlutech thereby transfers or provides access to Customer Data to Inlutech's hosting services provider, the Customer makes the warranties set out in clause 11.3 above with regard to the transfer of such data to Inlutech's hosting services provider.

**Annex A**  
**DATA PROTECTION ANNEX**

**1. DEFINITIONS AND INTERPRETATIONS**

In this Annex A the following definitions shall apply:

**Controller** shall have the meaning given in article 4 of the UK GDPR.

**Data subject** means an identified or identifiable natural person who is the subject of any Personal Data.

**Data Protection Laws** means the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the Data Protection Regulations), the General Data Protection Regulation (EU) 2016/679 (GDPR), the UK GDPR (as defined in the Data Protection Regulations) (and any respective local implementing laws) and the Privacy and Electronic Communications Directive 2002/58/EC (and any respective local implementing laws) as amended, replaced or superseded from time to time, to the extent that the same is applicable in accordance with its own terms to a party.

**Inadequate Country** means a country which is (i) outside the UK (ii) outside of the European Economic Area (EEA) and (iii) not a country which has been determined by the European Commission and/or the UK Government as ensuring an appropriate level of protection for the purposes of Article 45 of the GDPR/UK GDPR, as applicable.

**Personal Data** shall have the meaning given in article 4 of the UK GDPR.

**Processor** shall have the meaning given in article 4 of the UK GDPR.

**Sub-Processor** means a natural or legal person, public authority, agency or any other body contracted by Kinsetu to process Personal Data.

**Supervisory authority** shall have the meaning given in article 4 of the UK GDPR.

**2. WHERE A PARTY IS A CONTROLLER**

2.1. Where either party acts as Controller in relation to any Personal Data in the course of the operation of an Order Form, the provisions of this paragraph 2 apply.

2.2. Each party undertakes that it will:

(a) comply with Data Protection Laws when processing Personal Data;

(b) rely on a valid legal ground under Data Protection Laws for its processing, including

obtaining Data Subjects' appropriate consent if required or appropriate under Data

Protection Laws;

(c) take reasonable steps to ensure that Personal Data is (i) accurate, complete and

current and limited to what is necessary in relation to the processing; and (ii) kept in a form which permits identification of Data Subjects for no longer than is necessary for the processing (unless a longer retention is required or allowed under applicable law);

(d) implement appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the processing of Personal Data is performed in accordance with Data Protection Laws;

(e) not transfer any Personal Data to any Inadequate Country, unless such party ensures (i) that the transfer is at all times subject to one of the appropriate safeguards permitted by Article 46 of GDPR and (ii) that in all other respects the transfer complies with the UK GDPR;

(f) respond to Data Subject requests to exercise their rights of (i) access, (ii) rectification, (iii) erasure, (iv) data portability, (v) restriction of Processing, (vi) objection to the Processing, and (vii) the rights related to automated decision-making and profiling, if and as required under Data Protection Laws;

(g) co-operate with the other party to fulfil their respective data protection compliance obligations under Data Protection Laws; and

(h) (in the case of the Channel Supplier) where it transfers any Personal Data to a third party, provide details of the transferee and the relevant Personal Data to ARI promptly upon ARI's reasonable request therefore.

### **3. WHERE CUSTOMER IS CONTROLLER, AND INCLUTECH IS PROCESSOR**

3.1. Where, in relation to any Personal Data, Customer is Controller and Inlutech is Processor in the course of the operation of the relevant Order Form, the provisions of paragraphs 3 to 6 shall apply.

3.2. For the purposes of Article 28(3) of GDPR/UK GDPR, the subject matter of the processing is as stated in the Appendix to this Annex A.

3.3. Inlutech acting as Processor shall:

3.3.1. only carry out processing of Personal Data in accordance with Customer's

documented instructions, including where relevant for transfers of Personal Data outside the EEA/UK (unless Inlutech is otherwise required to process Personal Data by European Union, Member State and/or UK law to which Inlutech is subject, in which case Inlutech shall inform Customer of that legal requirement before processing unless prohibited by that law), and shall immediately inform Customer if, in Inlutech's opinion, any instruction given by Customer to Inlutech infringes Data Protection Laws;

3.3.2. notify Customer without undue delay of any requests received from a Data Subject exercising their rights under Data Protection Laws and, taking into account the nature of the processing, assist Customer by taking appropriate technical and organisational measures, insofar as this is compatible with Inlutech's fulfilling its obligations in respect of Data Subject rights under Data Protection Laws, including responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;

3.3.3. take all security measures required in accordance with Data Protection Laws (including Article 32 GDPR), and at the request of Customer provide a written description of, and rationale for, the technical and organisational measures implemented, or to be implemented, to protect the Personal Data against accidental

or unlawful destruction of, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;

3.3.4. taking into account the nature of the processing and the information available to Inlutech, use all measures to assist Customer in ensuring compliance with Customer's obligations to:

(a) keep Personal Data secure (Article 32 UK GDPR);

- (b) notify Personal Data breaches to the Supervisory Authority (Article 33 UK GDPR);
- (c) advise Data Subjects when there has been a Personal Data breach (Article 34 UK GDPR);
- (d) carry out data protection impact assessments (Article 35 UK GDPR); and
- (e) consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 UK GDPR).

3.3.5. without undue delay, inform Customer of becoming aware of a breach of security

leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed. Inlutech accepts and acknowledges that Customer shall direct in its sole discretion any and all steps and measures taken to remedy a breach by Inlutech under Data Protection Laws, including but not limited to any communications with a Supervisory Authority. Inlutech agrees not to act in any way upon such disclosure without the prior written consent of Customer;

3.3.6. make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this Annex A and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer as set out in paragraph 4; and

3.3.7. in addition to the confidentiality obligations contained within the relevant Order Form, ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.4. On expiry or termination of the relevant Order Form, Inlutech shall immediately cease to use Personal Data (and all existing copies) and shall arrange for its safe return or destruction as shall be required by Customer (unless European Union, Member States and/or UK law requires storage of any Personal Data contained within Personal Data or an exemption under GDPR/UK GDPR, as applicable applies).

#### **4. AUDIT RIGHTS**

4.1. Upon Customer's reasonable request, Inlutech agrees to provide Customer with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this Annex A) which will enable it to verify and monitor

Inlutech's compliance with its data protection and security obligations under the terms of this Annex A, within 14 days of receipt of such request, and to notify Customer of the person within Inlutech's organisation who will act as the point of contact for provision of the information required by Customer.

4.2. Where, in the reasonable opinion of Customer, such documentation is not sufficient in order to meet the obligations of Article 28 of the UK GDPR, Customer will be entitled, upon reasonable prior written notice to Inlutech and upon reasonable grounds, to conduct an audit of Inlutech, solely to confirm compliance with its data protection and security obligations under this Annex A.

4.3. Any audit carried out by Customer will be conducted in a manner that does not disrupt, delay or interfere with Inlutech's performance of its business. Customer shall ensure that the

individuals carrying out the audit are under the same confidentiality obligations as set out in the relevant Order Form.

## **5. USE OF SUB-PROCESSORS**

5.1. Customer provides its consent for Inlutech to use Sub-Processors in the delivery of the Services. Where Inlutech uses any other third party Inlutech shall:

5.1.1. enter into a legally binding written agreement that places the equivalent data

protection obligations as those set out in this Annex A to the extent applicable to the nature of the services provided by such Sub-Processor, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR; and

5.1.2. remain liable for any act or omission of a Sub-Processor that does not comply with the data protection obligations as set out in this Annex A.

5.2. Inlutech shall inform Customer of any intended changes concerning the addition or replacement of a Sub-Processor with access to Customer's Personal Data and give Customer the opportunity to object to such changes.

## **6. TRANSFERS OF PERSONAL DATA TO NON-EEA and non-uk COUNTRIES**

6.1. Where a transfer to a data recipient whose organisation is established outside of the EEA or the UK is necessary for the purposes of the relevant Order Form, the Parties acknowledge and accept that the data recipient shall either provide adequate safeguards as set out in Article 46 GDPR/UK GDPR, as applicable or rely on one of the derogations for specific situations set out in Article 49 GDPR/UK GDPR to transfer Personal Data to a third country or an international organisation.

## **7. CUSTOMER OBLIGATIONS**

7.1. Customer warrants and represents to Inlutech that:

7.1.1. all instructions provided to Inlutech in relation to the processing of Customer

Personal Data are lawful and are provided in accordance with the Data Protection

Laws;

7.1.2. it shall only provide instructions to Inlutech that are in accordance with the terms of

the relevant Order Form and this Annex A; and

7.1.3. all Customer Personal Data is sourced lawfully and that it is solely responsible for determining the purpose for which such Personal Data may be processed by Inlutech.

7.2. Customer acknowledges and agrees that Inlutech is reliant on Customer for direction as to the extent to which Customer is entitled to use and process Customer Personal Data. Consequently, Inlutech shall not be liable for any claim brought by a subject of Personal Data and arising from any breach by Inlutech of the Data Protection Laws to the extent that such action or omission resulted from Customer's instructions.

