

## DATA PROCESSING ADDENDUM

### BETWEEN CMS SOLUTIONS INC LTD AND THE SUPPLIER

#### TO IMPLEMENT LEGISLATIVE OBLIGATIONS RELATING TO DATA PROCESSING OF PERSONAL DATA AND DATA SUBJECTS

This Addendum is entered into on the date of signature of the last party hereto and is supplemental to all terms and conditions currently in place between CMS Solutions Inc. Ltd and the Supplier whether written or unwritten, and if there is no ongoing agreement in place but CMS Solutions Inc. Ltd places regular orders with the Supplier, it shall also apply to each contract created between CMS Solutions Inc. Ltd and the Supplier when those orders are agreed (in each case, the "**Relevant Agreement**"). It replaces any provisions in such Relevant Agreement relating to the processing of Personal Data on behalf of CMS Solutions Inc. Ltd.

#### NOW THE PARTIES HEREBY AGREE AS FOLLOWS

##### 1 Definitions

1.1 In this Addendum:

<b>Controller</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>CMS Solutions Inc. Ltd</b>	means <b>CMS Solutions Inc. Limited</b> (registered company number 7865761), having its registered office at Midlaw House, 92 Newby Grove, Birmingham, West Midlands, UK, B37 6QR;
<b>Data Protection Laws</b>	means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services, including: <ul style="list-style-type: none"><li>(a) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR;</li><li>(b) any laws which implement any such laws;</li><li>(c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and</li><li>(d) all guidance, guidelines, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);</li></ul>
<b>Data Protection Supervisory Authority</b>	means any regulator, authority or body responsible for administering Data Protection Laws;
<b>Data Subject</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>GDPR</b>	means the General Data Protection Regulation (EU) 2016/679;
<b>International Organisation</b>	has the meaning given in the GDPR;
<b>Personal Data</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Personal Data Breach</b>	has the meaning given in the GDPR;
<b>Processing</b>	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including <b>process</b> , <b>processing</b> , <b>processed</b> , and <b>processes</b> shall be construed accordingly);

<b>Processor</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Protected Data</b>	means Personal Data received from or on behalf of CMS Solutions Inc. Ltd, or otherwise obtained in connection with the performance of the Supplier's obligations under the Relevant Agreement; and
<b>Sub-Processor</b>	means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data.
<b>Supplier</b>	means the party processing Protected Data pursuant to the Relevant Agreement.

- 1.2 Subject to clause 1.3 below, unless otherwise expressly stated in the Relevant Agreement the Supplier's obligations and CMS Solutions Inc. Ltd rights and remedies under this Addendum are cumulative with, and additional to, any other provisions of the Relevant Agreement.
- 1.3 Breach of this Addendum shall not be subject to any limitations on, or exclusions from, liability under the Relevant Agreement.
- 1.4 If there is any conflict between the terms of this Addendum and the Relevant Agreement, the terms of this Addendum shall prevail.

## **2 Compliance with data protection laws**

The parties agree that CMS Solutions Inc. Ltd is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Relevant Agreement. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier Personnel shall, at all times comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services and shall not by any act or omission cause CMS Solutions Inc. Ltd (or any other person) to be in breach of any of the Data Protection Laws. Nothing in the Relevant Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

## **3 Instructions**

The Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the Schedule to this Addendum, the Relevant Agreement and CMS Solutions Inc. Ltd written instructions from time to time except where otherwise required by applicable law (and in such a case shall inform CMS Solutions Inc. Ltd of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). The Supplier shall immediately inform CMS Solutions Inc. Ltd if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

## **4 Security**

The Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Relevant Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed. The Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

## **5 Sub-processing and personnel**

- 5.1 The Supplier shall not permit any processing of Protected Data by any agent, subcontractor or other third party (except its own employees that are subject to an enforceable obligation of confidence with

regards to the Protected Data) without the prior specific written authorisation of that Sub-Processor by CMS Solutions Inc. Ltd and only then subject to such conditions as CMS Solutions Inc. Ltd may require.

- 5.2 The Supplier shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.
- 5.3 The Supplier shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this Addendum in respect of Protected Data that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations.
- 5.4 The Supplier shall remain fully liable to CMS Solutions Inc. Ltd under the Relevant Agreement for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.
- 5.5 The Supplier shall ensure that all persons authorised by the Supplier or any Sub-Processor to process Protected Data are reliable and:
  - 5.5.1 adequately trained on compliance with this Addendum as applicable to the processing;
  - 5.5.2 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
  - 5.5.3 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
  - 5.5.4 provide relevant details and a copy of each agreement with a Sub-Processor to CMS Solutions Inc. Ltd on request.

## **6 Assistance**

- 6.1 The Supplier shall (at its own cost and expense) promptly provide such information and assistance (including by taking all appropriate technical and organisational measures) as CMS Solutions Inc. Ltd may require in relation to the fulfilment of CMS Solutions Inc. Ltd obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws).
- 6.2 The Supplier shall (at its own cost and expense) provide such information, co-operation and other assistance to CMS Solutions Inc. Ltd as CMS Solutions Inc. Ltd reasonably requires (taking into account the nature of processing and the information available to the Supplier) to ensure compliance with CMS Solutions Inc. Ltd obligations under Data Protection Laws, including with respect to:
  - 6.2.1 security of processing;
  - 6.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
  - 6.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and
  - 6.2.4 any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or any complaint or request relating to either party's obligations under Data Protection Laws relevant to the Relevant Agreement, including (subject in each case to CMS Solutions Inc. Ltd prior written authorisation) regarding any notification of the Personal Data Breach to Data Protection Supervisory Authorities and/or communication to any affected Data Subjects.

## **7 Data subject requests**

The Supplier shall (at no cost to CMS Solutions Inc. Ltd) record and refer all requests and communications received from Data Subjects or any Data Protection Supervisory Authority to CMS Solutions Inc. Ltd which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and shall not respond to any without CMS Solutions Inc. Ltd express written approval and strictly in accordance with CMS Solutions Inc. Ltd instructions unless and to the extent required by law.

## **8 International transfers**

The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the European Economic Area or to any International Organisation without the prior written consent of CMS Solutions Inc. Ltd (which may be refused or granted subject to such conditions as CMS Solutions Inc. Ltd deems necessary).

## **9 Records**

The Supplier shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of CMS Solutions Inc. Ltd. Such records shall include all information necessary to demonstrate its and CMS Solutions Inc. Ltd compliance with this Addendum, the information referred to in Articles 30(1) and 30(2) of the GDPR and such other information as CMS Solutions Inc. Ltd may reasonably require from time to time. The Supplier shall make copies of such records available to CMS Solutions Inc. Ltd promptly on request from time to time.

## **10 Audit**

The Supplier shall (and shall ensure all Sub-Processors shall) promptly make available to CMS Solutions Inc. Ltd (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and CMS Solutions Inc. Ltd compliance with their respective obligations under this Addendum and the Data Protection Laws, and allow for, permit and contribute to audits, including inspections, by CMS Solutions Inc. Ltd (or another auditor mandated by CMS Solutions Inc. Ltd) for this purpose at CMS Solutions Inc. Ltd request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than [two] Business Days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.

## **11 Breach**

- 11.1 The Supplier shall promptly (and in any event within 24 hours) notify CMS Solutions Inc. Ltd if it (or any of its Sub-Processors or the Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
- 11.2 The Supplier shall promptly (and in any event within 24 hours) provide all information as CMS Solutions Inc. Ltd requires to report the circumstances referred to in paragraph 11.1 (above) to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

## **12 Deletion/return**

- 12.1 The Supplier shall (and shall ensure that each of the Sub-Processors and Supplier Personnel shall) without delay (and in any event within 7 days), at CMS Solutions Inc. Ltd written request, either securely delete or securely return all the Protected Data to CMS Solutions Inc. Ltd in such form as CMS Solutions Inc. Ltd reasonably requests after the earlier of:

- 12.1.1 the end of the provision of the relevant Services related to processing of such Protected Data; or
- 12.1.2 once processing by the Supplier of any Protected Data is no longer required for the purpose of the Supplier's performance of its relevant obligations under the Relevant Agreement,

and securely delete existing copies (except to the extent that storage of any such data is required by applicable law and, if so, the Supplier shall inform CMS Solutions Inc. Ltd of any such requirement).

## **13 Survival**

This agreement shall survive termination or expiry of the Relevant Agreement for any reason.

**14 Cost**

The Supplier shall perform all its obligations under this agreement at no cost to CMS Solutions Inc. Ltd.

# Schedule

## Data processing and security details

Processing of the Protected Data by the Supplier under the Relevant Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Schedule.

**15 Subject-matter of processing:**

The services purchased by CMS Solutions Inc. Ltd under the Relevant Agreement, including the following:

*[list relevant processing]*

**16 Duration of the processing:**

For the Duration of the Relevant Agreement

**17 Nature and purpose of the processing:**

Collection, storage and use of personal data for the purposes of providing the services under the Relevant Agreement.

**18 Type of Personal Data:**

*[list relevant types - names, addresses, etc.]*

**19 Categories of Data Subjects:**

*[list relevant categories - service users, employees, etc.]*

**20 Specific processing instructions:**

*[Insert]*

Signed by  
for and on behalf of **CMS Solutions Inc.  
Limited**

.....  
**Name**  
Tom Byrne  
Managing Director

.....  
**Signature**  
*[to be completed and returned upon receipt]*

Signed by  
for and on behalf of **the Supplier**

.....  
**Name**

.....  
**Signature**