



DATA PROCESSING ADDENDUM

(REVISION JUNE 2020)

This Data Processing Addendum, including Appendix 1 (“DPA”) forms part of the Master Services Agreement or other written or electronic agreement between Processor and Controller for the purchase of FRY Services (including Professional Services) (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and to the extent required under applicable Data Protection Laws in the name and on behalf of its Affiliates, if and to the extent FRY Processes Personal Data for which such Affiliates qualify as the Controller for the purposes of this DPA only, and except where indicated otherwise, the term “Controller” shall include Controller and Affiliates. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the FRY Services to Customer pursuant to the Agreement, FRY may Process Personal Data on behalf of Controller and the parties agreed to comply with the following provisions with respect to any Personal Data each acting reasonably and in good faith.

This DPA has been pre-signed on behalf of FRY acting as a Processor. To complete this DPA, Customer must complete the information in the signature box and sign on page 4 and then send completed DPA to Processor by email to: dpa@fry.com. Upon receipt of the validly completed DPA by FRY at the aforementioned email address, this DPA will become legally binding.

1. DEFINITIONS

“Controller”	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
“Processor”	means a natural or legal person, public authority, agency or other body, which Processes Personal Data on behalf of the Controller.
“Data Protection Laws”	means all applicable European Union or UK laws and regulations governing the use or processing of Personal Data, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any national laws implementing or supplementing or superseding the foregoing.
“Data Subject”	means the identified or identifiable natural person whom the Personal Data relates to.
“Personal Data”	means any information, which directly or indirectly relates to a Data Subject and which Processor Processes on behalf of the Controller under this DPA.
“Processing”	means any operation or set of operations, which is performed on Personal Data, or on sets of Personal Data, whether or not by automated means (processing other than by automated means only includes any operation or set of operations which is performed on Personal Data which form part of a filing system or are intended to form part of a filing system).
“Sub-Processor”	means any third party, which Processor engages to Process Personal Data on behalf of the Controller (including, but not limited to, Processor’s subcontractors).
“Supervisory Authority”	means the independent public supervisory authority/supervisory authorities, authorised to conduct supervision of the Processing of Personal Data or considered to be a “supervisory authority concerned” in accordance with the Data Protection Laws.

2. RESPONSIBILITY AND INSTRUCTION

- 2.1 The Personal Data that Processor Processes on behalf of the Controller shall be Processed upon the written instruction of Controller and further, in accordance with Appendix 1, Details of Processing.
- 2.2 For the purposes of this DPA, FRY is the Processor and the Customer is the Controller.
- 2.3 Processor shall assist the Controller in fulfilling all Data Protection Laws obligations, especially to protect and enable the rights of the Data Subjects.
- 2.4 Processor shall ensure that it and anyone authorised to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and such Processing shall not be for any other purpose other than the purpose the Controller has contracted with Processor for under the Agreement.
- 2.5 Processor will assist the Controller in ensuring compliance with this DPA and applicable Data Protection Laws with respect to Data Subject rights, security, breach notifications, impact assessments, deletion or return of data.

3. SECURITY

- 3.1 Processor shall implement and maintain appropriate technical and organizational measures in order to protect Personal Data and to ensure a level of security appropriate to the risk with regard to the state of art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The technical and organizational measures shall as a minimum comply with the level of security that the Supervisory Authority requires for corresponding processing.
- 3.2 Processor undertakes to implement technical and organizational measures in order to protect Personal Data from accidental or unlawful destruction, loss or alteration, or unauthorised disclosure of, or access to the Personal Data. Processor will upon all Processing, in particular, adhere to the Supervisory Authority's general guidelines, other recommendations and decisions and shall take all measures required pursuant to Article 32 of GDPR.
- 3.3 Processor shall assist and without delay (not to exceed 36 hours) notify the Controller about any unintentional or unauthorized access to Personal Data as well as any other personal data breach pursuant to Article 33 of GDPR.
- 3.4 In accordance with Article 35 of GDPR, Processor shall upon request assist the Controller in performance of the Controller's obligation to perform data protection impact assessments.
- 3.5 Processor shall document the technical and organizational security measures Processor is using in order to fulfill the security requirements according to the Data Protection Laws and this DPA. Upon the Controller's written request, the documentation shall be made available without undue delay.

4. DISCLOSURE OF PERSONAL DATA AND INFORMATION

- 4.1 Processor shall forward any request to the Controller from a Data Subject, the Supervisory Authority or any other third party, who is requesting receipt of information regarding Personal Data, that Processor Processes under this DPA. Processor, or anyone working under Processor's supervision, shall not disclose Personal Data, or information about the Processing of Personal Data, without the Controller's express instruction or as provided in this DPA, unless required by the Data Protection Laws.
- 4.2 Unless prohibited by law, Processor shall inform the Controller of any inquiries from the Supervisory Authority concerning the Processing of Personal Data under this DPA. Processor is not entitled to represent the Controller or act on their behalf in relation to the Supervisory Authority.

5. SUB-PROCESSORS

- 5.1 The Controller hereby gives general written authorization to Processor for the engagement of Sub-Processors to process Data in connection with the provision of Processor Services. Where a Sub-

Processor is in a third country, the Controller hereby instructs Processor to make an international transfer as further described under paragraph 7.

- 5.2 Processor shall respect the conditions referred to in Article 28(2) GDPR for engaging a Sub-Processor. In particular, Processor is responsible for ensuring (i) the compliance with Articles 28.2 and 28.4 of GDPR when engaging Sub-Processors, and (ii) that such Sub-Processors provide sufficient guarantees to implement appropriate technical and organizational measures, in such a manner that the Processing meets the requirements of the Data Protection Laws.
- 5.3 Processor will put in place each time a written contract between Processor and the Sub-Processor that specifies the Sub-Processors processing activities and data protection obligations in line with paragraph 5.2 above and in a manner no less protective than those in this DPA and the Agreement with respect to the protection of Controller Data to the extent applicable to the nature of the Processor Services provided by such Sub-Processor.
- 5.4 Upon Controller's request, Processor shall provide such specified information regarding Processing by Sub-Processors, which the Controller reasonably may request according to the Data Protection Laws. Processor shall inform the Controller of any intended changes concerning the addition or replacement of any of Sub-Processors thereby giving the Controller the opportunity to object to such changes.
- 5.5 If Processor's Sub-Processor fails to fulfill its data protection obligations, Processor shall remain responsible towards the Controller for the performance or non-performance of Processor's Sub-Processor's data protection obligations.

6. AUDITS ETC.

- 6.1 Upon the Controller's request, Processor shall without undue delay make available all information necessary to demonstrate Processor's compliance with its obligations under this DPA and the Data Protection Laws, including as part of audits or inspections carried out by the Controller or an independent auditor mandated by the Controller.

7. TRANSFERS TO A LOCATION OUTSIDE THE EU/EEA AND DATA PORTABILITY

- 7.1 If Processor or Processor's Sub-Processors transfer Personal Data to a location outside of the EU or the EEA, Processor shall ensure that Processor or Processor's Sub-Processor transfers the Personal Data on the basis of: (a) an adequacy decision in compliance with applicable Data Protection Laws; or (b) appropriate safeguards that are in place, and Controller agrees to execute any documents (including data transfer agreements) relating to a transfer of Personal Data outside of the EU or the EEA.

8. LIABILITY

- 8.1 Notwithstanding anything to the contrary stipulated in the Agreement, in the event that Processor, anyone working under Processor's supervision or Processor's Sub-Processors, Process Personal Data in breach of this DPA, the Data Protection Laws or contrary to lawful instructions given by the Controller, Processor shall, subject to the limitations set forth at section 11, Liability, of the Agreement, indemnify and hold the Controller harmless from and against any damage under any legal theory, including any administrative fines and compensations that the Controller has paid to Data Subjects.

9. TERM AND TERMINATION

- 9.1 Upon termination or expiration of the Agreement, Processor shall, upon instructions given by the Controller, delete or return the Personal Data that the Controller has transferred to Processor Services and delete any existing copies, unless storage of the Personal Data is required by EU law or applicable EU member state law, and send a confirmation to the Controller of the deletion. Processor shall ensure that each of Processor's Sub-Processors does the same.

10. CHANGES AND ADDITIONS

- 10.1 If the Data Protection Laws are changed during the term of this DPA, or if the Supervisory Authority issues guidelines, decisions or regulations concerning the application of the Data Protection Laws that result in the DPA no longer meeting the requirements for a data processing agreement, the parties shall make the necessary changes in writing, to this DPA, in order to meet such new or additional requirements. Such changes shall enter into force no later than thirty (30) days after a party sends a notice of any necessary changes to the other party, or otherwise no later than prescribed by the Data Protection Laws, including guidelines, decisions or regulations of the Supervisory Authority.
- 10.2 Other changes and additions to this DPA must be made in writing and duly signed by both parties in order to be binding.

11. MISCELLANEOUS

- 11.1 This DPA supersedes and replaces all prior data processing agreements between the parties and supersedes any deviating provisions of the Agreement concerning the subject matter of this DPA, notwithstanding anything to the contrary in the Agreement.
- 11.2 English law applies in all aspects to this DPA. Any dispute arising out of or in connection with this DPA shall be settled in accordance with the dispute resolution provision in the Agreement.

The parties' authorized signatories have duly executed this Data Processing Addendum:

PROCESSOR:

Signature:  Zahid Malik
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Name: Zahid Malik

Title: CEO

Date: 15/06/2020

CONTROLLER:

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1: DETAILS OF PROCESSING

In this Appendix 1, all capitalised words shall have the same meaning as defined in the DPA, unless otherwise expressly stated.

Nature and Purpose of Processing	<p>FRY will Process Personal Data as necessary to perform the FRY Services pursuant to the Agreement, as further specified in the Documentation and as further instructed by Customer in its use of the FRY Services</p>
Duration of Processing	<p>FRY will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing between the parties.</p>
Categories of Data Subjects	<p>Customer may submit Personal Data to the FRY Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:</p> <ul style="list-style-type: none"> - Prospects, customers, business partners and vendors of Customer - Employees or contact persons of Customer's prospects, customer, business partners and vendors - Employees, agents, advisors, contractors of Customer - Users authorised by Customer to use the FRY Services
Types of Personal Data	<p>Customer may submit Personal Data to the FRY Services, the extent of which is determined and controlled by the Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Personal Data:</p> <ul style="list-style-type: none"> - Name - telephone number - email - title - location details, user and account information - personal life data
Processing Operation	<p>e.g. viewing</p>
Location of processing operations	<p><i>Please refer to location specified in the applicable Order Form</i></p>