

ORDERSPACE DATA PROCESSING AGREEMENT

This Data Processing Agreement is made and entered into by and between HighSpire Limited (“Data Processor”) and the customer specified in the table below (“Data Controller”)

Data Processor	Data Controller
Company Name Highspire Limited	Company Name
Name (written out in full): James Garlick	Name (written out in full)
Position Director	Position
Address Glenholme House, 25 Rushton Road, Rothwell, Kettering. NN14 6HG. United Kingdom	Address
Signature 	Signature
Signature Date 23 May 2018	Signature Date

This Agreement has been pre-signed on behalf of the Data Processor. To enter into this Agreement, the Data Controller must complete the table above and submit the completed and signed Agreement to the Data Processor via email to support@orderspace.com

This agreement will only be effective if it is executed and submitted to the Data Processor in accordance with the instructions above, and all fields in the table above are completed accurately and in full. If the Data Controller makes any revisions to this Agreement, then the Agreement will be null and void.

WHEREAS:

- (1) The Data Controller from time to time engages the Data Processor to provide to the Data Controller the Services described in Schedule 1.
- (2) The provision of the Services by the Data Processor involves it in processing the Personal Data described in Schedule 2 on behalf of the Data Controller.
- (3) Under EU Regulation 2016/679 General Data Protection Regulation (“the GDPR”) (Article 28, paragraph 3), the Data Controller is required to put in place an agreement in writing between the Data Controller and any organisation which processes personal data on its behalf governing the processing of that data.
- (4) The Parties have agreed to enter into this Agreement to ensure compliance with the said provisions of the GDPR in relation to all processing of the Personal Data by the Data Processor for the Data Controller.
- (5) The terms of this Agreement are to apply to all processing of Personal Data carried out for the Data Controller by the Data Processor and to all Personal Data held by the Data Processor in relation to all such processing.

IT IS AGREED as follows:

1. Definitions and Interpretation

1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- “Data Controller”, “Data Processor”, “processing”, and “data subject”** shall have the meanings given to the terms “controller”, “processor”, “processing”, and “data subject” respectively in Article 4 of the GDPR;
- “ICO”** means the UK’s supervisory authority, the Information Commissioner’s Office;
- “Personal Data”** means all such “personal data”, as defined in Article 4 of the GDPR, as is, or is to be, processed by the Data Processor on behalf of the Data Controller, as described in Schedule 2;
- “Services”** means those services described in Schedule 1 which are provided by the Data Processor to the Data Controller and which the Data Controller uses for the purpose described in Schedule 1;
- “Sub-Processor”** means a sub-processor appointed by the Data Processor to process the Personal Data; and
- “Sub-Processing Agreement”** means an agreement between the Data Processor and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause 9.

2. Unless the context otherwise requires, each reference in this Agreement to:

1. "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 3. "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 4. a Schedule is a schedule to this Agreement; and
 5. a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.
 6. a "Party" or the "Parties" refer to the parties to this Agreement.
3. The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
 4. Words imparting the singular number shall include the plural and vice versa.
 5. References to any gender shall include all other genders.
 6. References to persons shall include corporations.

2. Scope and Application of this Agreement

1. The provisions of this Agreement shall apply to the processing of the Personal Data described in Schedule 2, carried out for the Data Controller by the Data Processor, and to all Personal Data held by the Data Processor in relation to all such processing whether such Personal Data is held at the date of this Agreement or received afterwards.
2. This Agreement supplements the Terms & Conditions available at <https://www.orderspace.com/terms-and-conditions> between the Data Processor and the Data Controller.
3. The provisions of this Agreement supersede any other arrangement, understanding, or agreement made between the Parties at any time relating to the Personal Data.
4. This Agreement shall continue in full force and effect for so long as the Data Processor is processing Personal Data on behalf of the Data Controller.

3. Provision of the Services and Processing Personal Data

The Data Processor is only to carry out the Services, and only to process the Personal Data received from the Data Controller:

1. for the purposes of those Services and not for any other purpose;
2. to the extent and in such a manner as is necessary for those purposes; and
3. strictly in accordance with the express written authorisation and instructions of the Data Controller (which may be specific instructions or instructions of a general nature or as otherwise notified by the Data Controller to the Data Processor).

4. Data Protection Compliance

1. All instructions given by the Data Controller to the Data Processor shall be made in writing and shall at all times be in compliance with the GDPR and other applicable laws. The Data Processor shall act only on such written

instructions from the Data Controller unless the Data Processor is required by law to do otherwise (as per Article 29 of the GDPR).

2. The Data Processor shall promptly comply with any request from the Data Controller requiring the Data Processor to amend, transfer, delete, or otherwise dispose of the Personal Data.
3. The Data Processor shall transfer all Personal Data to the Data Controller on the Data Controller's request in the formats, at the times, and in compliance with the Data Controller's written instructions.
4. Both Parties shall comply at all times with the GDPR and other applicable laws and shall not perform their obligations under this Agreement or any other agreement or arrangement between themselves in such way as to cause either Party to breach any of its applicable obligations under the GDPR.
5. The Data Controller hereby warrants, represents, and undertakes that the Personal Data shall comply with the GDPR in all respects including, but not limited to, its collection, holding, and processing.
6. The Data Processor agrees to comply with any reasonable measures required by the Data Controller to ensure that its obligations under this Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the GDPR) and any best practice guidance issued by the ICO.
7. The Data Processor shall provide all reasonable assistance (at the Data Controller's cost) to the Data Controller in complying with its obligations under the GDPR with respect to the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.
8. When processing the Personal Data on behalf of the Data Controller, the Data Processor shall:
 1. process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Data Controller or as may be required by law (in which case, the Data Processor shall inform the Data Controller of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);
 2. implement appropriate technical and organisational measures, as described in Schedule 3, and take all steps necessary to protect the Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure. The Data Processor shall inform the Data Controller in advance of any changes to such measures;
 3. if so requested by the Data Controller (and within the timescales required by the Data Controller) supply further details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access;
 4. make available to the Data Controller any and all such information as is reasonably required and necessary to demonstrate the Data Processor's compliance with the GDPR;
 5. on reasonable prior notice, submit to audits and inspections and provide the Data Controller with any information reasonably required in order to assess and verify compliance with the provisions of this Agreement and both Parties' compliance with the requirements of the GDPR. The requirement to give notice will not apply if the Data

Controller believes that the Data Processor is in breach of any of its obligations under this Agreement or under the law; and

6. inform the Data Controller immediately if it is asked to do anything that infringes the GDPR or any other applicable data protection legislation.
9. The Data Processor may store or transfer some or all of the Data Controller's personal data in countries that are not part of the European Economic Area. The Data Processor shall use specific contracts with external third parties that are approved by the European Commission for the transfer of personal data to third countries. These contracts ensure the same levels of personal data protection that would apply under the GDPR.

5. **Data Subject Access, Complaints, and Breaches**

1. The Data Processor shall assist the Data Controller in complying with its obligations under the GDPR. In particular, the following shall apply to data subject access requests, complaints, and data breaches.
2. The Data Processor shall notify the Data Controller without undue delay if it receives:
 1. a subject access request from a data subject; or
 2. any other complaint or request relating to the processing of the Personal Data.
3. The Data Processor shall cooperate fully with the Data Controller and assist as required in relation to any subject access request, complaint, or other request, including by:
 1. providing the Data Controller with full details of the complaint or request;
 2. providing the necessary information and assistance in order to comply with a subject access request;
 3. providing the Data Controller with any Personal Data it holds in relation to a data subject (within the timescales required by the Data Controller); and
 4. providing the Data Controller with any other information requested by the Data Controller.
4. The Data Processor shall notify the Data Controller immediately if it becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.

6. **Liability and Indemnity**

1. The Data Controller shall be liable for, and shall indemnify (and keep indemnified) the Data Processor in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Processor and any Sub-Processor arising directly or in connection with:
 1. any non-compliance by the Data Controller with the GDPR or other applicable legislation;

2. any Personal Data processing carried out by the Data Processor [or Sub-Processor] in accordance with instructions given by the Data Controller that infringe the GDPR or other applicable legislation; or
3. any breach by the Data Controller of its obligations under this Agreement,

except to the extent that the Data Processor or Sub-Processor is liable under sub-Clause 6.2.

2. The Data Processor shall be liable for, and shall indemnify (and keep indemnified) the Data Controller in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Controller arising directly or in connection with the Data Processor's Personal Data processing activities that are subject to this Agreement:
 1. only to the extent that the same results from the Data Processor's or a Sub-Processor's breach of this Agreement; and
 2. not to the extent that the same is or are contributed to by any breach of this Agreement by the Data Controller.
3. The Data Controller shall not be entitled to claim back from the Data Processor or Sub-Processor any sums paid in compensation by the Data Controller in respect of any damage to the extent that the Data Controller is liable to indemnify the Data Processor or Sub-Processor under sub-Clause 6.1.
4. Nothing in this Agreement (and in particular, this Clause 6) shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject, or for any other breach of that Party's direct obligations under the GDPR. Furthermore, the Data Processor hereby acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a data processor under the GDPR may render it subject to the fines, penalties, and compensation requirements set out in the GDPR.

7. Intellectual Property Rights

All copyright, database rights, and other intellectual property rights subsisting in the Personal Data (including but not limited to any updates, amendments, or adaptations to the Personal Data made by either the Data Controller or the Data Processor) shall belong to the Data Controller or to any other applicable third party from whom the Data Controller has obtained the Personal Data under licence (including, but not limited to, data subjects, where applicable). The Data Processor is licensed to use such Personal Data under such rights only for the purposes of the Services, and in accordance with this Agreement.

8. Confidentiality

1. The Data Processor shall not process or make any use of any Personal Data supplied to it by the Data Controller otherwise than in connection with the provision of the Services to the Data Controller.
2. The Data Processor shall ensure that all personnel who are to access and/or process any of the Personal Data are contractually obliged to keep the Personal Data confidential.
3. Nothing in this Agreement shall prevent either Party from complying with any

requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Party required to disclose shall notify the other Party of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

9. Appointment of Sub-Processors

1. For the purpose of the appointment of Sub-Processors, the Data Controller acknowledges and agrees that Data Processor may engage third-party Sub-Processors in connection with the provision of the Services, including without limitation the Processing of Personal Data supplied by the Data Controller.
2. The Data Processor shall give the Data Controller prior written notice of the appointment of any new Sub-Processor, including full details of the Processing to be undertaken by the Sub-Processor. If, within 14 days of receipt of that notice, the Data Controller notifies the Data Processor in writing of any objections (on reasonable grounds) to the proposed appointment, then:
 1. the Data Processor shall work with the Data Controller in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Sub-processor; and
 2. where such a change cannot be made within 14 days from the Data Processor's receipt of the Data Controller's notice, notwithstanding anything in the Agreement, the Data Controller may by written notice to the Data Processor with immediate effect terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor.
3. The Data Processor shall enter into a Sub-Processing Agreement with each Sub-Processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data supplied by the Data Controller to the extent applicable to the nature of the Services provided by such Sub-processor.
4. In the event that a Sub-Processor fails to meet its obligations under any Sub-Processing Agreement, the Data Processor shall remain fully liable to the Data Controller for failing to meet its obligations under this Agreement.

10. Deletion and/or Disposal of Personal Data

1. The Data Processor shall, at the written request of the Data Controller, delete (or otherwise dispose of) the Personal Data or return it to the Data Controller in the format(s) reasonably requested by the Data Controller within a reasonable time after the earlier of the following:
 1. the end of the provision of the Services; or
 2. the processing of that Personal Data by the Data Processor is no longer required for the performance of the Data Processor's obligations under this Agreement.
2. Following the deletion, disposal, or return of the Personal Data under sub-Clause 10.1, the Data Processor shall delete (or otherwise dispose of) all further copies of the Personal Data that it holds, unless retention of such copies is required by law, in which case the Data Processor shall inform the Data Controller of such requirement(s) in writing.

11. **Law and Jurisdiction**

1. This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
2. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1

Services

Provide a service to allow Data Controller's end-users to place business-to-business orders.

Provide a service to allow the Data Controller to manage and process the orders and the collected end-user data.

SCHEDULE 2

The data subjects are the Data Controller's representatives and end-users including employees, contractors, collaborators, and customers of the Data Controller.

The personal data transferred includes data in an electronic form entered in the process of using the service.

SCHEDULE 3

Technical and Organisational Data Protection Measures

The following are the technical and organisational data protection measures referred to in Clause 4:

1. The Data Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of the Data Controller, it maintains security measures to a standard appropriate to:
 1. the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data; and
 2. the nature of the Personal Data.
2. In particular, the Data Processor shall:
 1. have in place, and comply with, a security policy which:
 1. defines security needs based on a risk assessment;
 2. allocates responsibility for implementing the policy to a specific individual or personnel;
 3. is disseminated to all relevant staff; and
 4. provides a mechanism for feedback and review.
 2. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice;
 3. prevent unauthorised access to the Personal Data;
 4. protect the Personal Data using pseudonymisation, where it is practical to do so;
 5. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled;
 6. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using SSL encryption);
 7. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances;
 8. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data;
 9. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
 1. the ability to identify which individuals have worked with specific Personal Data;
 2. having a proper procedure in place for investigating and remedying breaches of the GDPR; and
 3. notifying the Data Controller as soon as any such security breach occurs.

10. have a secure procedure for backing up all electronic Personal Data and storing back-ups separately from originals; and
11. have a secure method of disposal of unwanted Personal Data including for back-ups, disks, print-outs, and redundant equipment;