

New Contractual Commitments for the General Data Protection Regulation

Either you and/or your affiliates, including subsidiaries and holding companies (collectively, "you" and "your") receive services and products from one or more companies of the Centralis Group ("**Centralis**", "**we**" and "**our**"). From 25 May, 2018, the terms set out below will come into force between you and Centralis to coincide with the taking effect of the General Data Protection Regulation (2016/679) ("**GDPR**").

In this context, we hereby commit to the following:

1. We will comply with the GDPR and any other national privacy legislation in countries where Centralis is established (collectively the "**Data Protection Legislation**"). This applies to any personal data processed as part of the products and services you receive from us in connection with those products and services (the "**Personal Data**").
2. Where we process Personal Data made available by you to us in relation to the products and services we provide ("**Supplied Personal Data**") when acting as a Processor for you (as defined in the Data Protection Legislation):
 - a) we will only process the Supplied Personal Data for the purpose of our services to you unless we are required, by law, to process it for other purposes (in which case we will give you prior notice of that requirement unless the relevant law prohibits the giving of notice);
 - b) we will comply with the express obligations of a Processor under Articles 28(3)(b) to 28(3)(h) of the GDPR;
 - c) you may authorise us to engage Processors to process Supplied Personal Data, provided that we obtain your prior written consent. A list of those further Processors is available upon request;
 - d) you will inform us should you require any assistance pursuant to Articles 28(3)(a) to 28(3)(h) of the GDPR. Together, we will agree the scope, method, timing and reasonable fees chargeable by Centralis for such assistance; and
 - e) in fulfilment of our obligation to demonstrate compliance with this paragraph, information on our processing of your Supplied Personal Data will be available upon request.
3. Where we process Personal Data as (joint) Controller:
 - a) when required by law, you will bring to the attention of any concerned individuals that their personal data are processed by us;
 - b) you continue to act as Controller in respect of any Personal Data you choose to record or otherwise process as a result of your receipt and use of the services.
4. We may transfer Supplied Personal Data outside of the EEA where we are permitted to do so for that transfer under Articles 44 to 49 of the GDPR.
5. You confirm that any Supplied Personal Data provided to us by you or on your behalf has been collected and disclosed in accordance with Data Protection Legislation. When using

our products and services, you will take reasonable steps to ensure that you and your employees, agents and contractors do not input, upload or disclose to us any irrelevant or unnecessary information about individuals.

6. We will maintain, and will require our Processors (respectively) to maintain, appropriate physical, technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access ("**Data Breach**"). We will, without undue delay, inform you of any actual or suspected non-trivial Data Breach relating to Personal Data that may also impact us or the security of our systems, products or services. We will notify you, without undue delay, of any non-trivial Data Breach that may adversely affect the Supplied Personal Data.