



Seamless.Insure

Manual name:

Data Processing Agreement

Last Updated: November 17, 2021

This Data Processing Agreement ("Agreement") forms a legally binding contract between you ("Company") and Contemi, applies to the extent Contemi processes Customer Personal Data on your behalf when you are the Data Controller, and is incorporated into the Customer Agreement between you and Contemi ("Customer Agreement"). Contemi means the Contemi contracting entity in the Purchase Order (referred to as "Contemi," "we," "us," or "our").

Definitions

"Customer Personal Data" means the personal data of EEA, Switzerland and UK data subjects provided to Contemi by you or on your behalf when you are the Data Controller.

"Data Controller" means a controller as defined in the GDPR or UK GDPR as applicable, who alone or jointly with others determines the purposes and means of the processing of Customer Personal Data.

"Data Protection Law" means the EEA, Switzerland and UK data protection laws applicable to the processing of Customer Personal Data under this Agreement, including the GDPR and the UK Data Protection Laws.

"EEA" means the European Economic Area.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"Personal Data Breach" means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data on systems managed or controlled by Contemi.

"Subprocessors" means third parties authorized under this Agreement to access and process Customer Personal Data in order to provide parts of the Business Services.

"UK" means the United Kingdom.

"UK Data Protection Laws" means the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 in the UK ("UK GDPR") and the Data Protection Act 2018.

The terms "personal data," "data subject," "processing," "controller," "processor," "representative," and "supervisory authority," each as used in this Agreement, have the meanings given in the GDPR or UK GDPR, as applicable, in each case irrespective of whether Data Protection Law applies.

2. Processing of Customer Personal Data

a. Roles of Parties. Contemi processes Customer Personal Data on behalf of and as instructed by the Data Controller, in accordance with Article 28 (1) GDPR and UK GDPR as applicable.

b. Appointment. The Data Controller appoints Contemi to process Customer Personal Data on the Data Controller's behalf only as is necessary for Contemi to provide your access to and use of Contemi's software application named Seamless ("the Business Services") and as may subsequently be agreed to by the parties in writing.

c. Legitimacy of Processing. The Data Controller is responsible for ensuring a valid legal basis for processing the Customer Personal Data.

d. Details of Processing. The subject matter and details of processing are described in Schedule 1 of this Agreement.

e. Compliance with Law. Each party agrees it will comply with its obligations under the Data Protection Law relating to any Customer Personal Data it processes under or in relation to this Agreement. Without prejudice to the foregoing, Contemi will not process Customer Personal Data in a manner that will, or is likely to, result in the Data Controller breaching its obligations under the Data Protection Law. Contemi will promptly inform the Data Controller if Contemi is of the opinion that the Data Controller's instruction infringes Data Protection Law.

3. Contemi Obligations

Processing of Customer Personal Data. Contemi will only process Customer Personal Data in accordance with the Customer Agreement and this Agreement, and will not use or process Customer Personal Data for any purpose other than in its capacity as processor appointed by the Data Controller.

a. Data Security. In accordance with Article 32 GDPR and UK GDPR, as applicable, and as described in Schedule 2 of this Agreement, Contemi will implement and maintain all appropriate technical, administrative, and organizational measures required to:

(i) ensure a level of confidentiality and security appropriate to the risks represented by the processing and the nature of Customer Personal Data; and

(ii) prevent unauthorized or unlawful processing of Customer Personal Data, accidental loss, disclosure or destruction of, or damage to, Customer Personal Data.

b. Non-Disclosure. Contemi will not publish, disclose, or divulge (and will ensure that its personnel do not publish, disclose, or divulge) Customer Personal Data to a third party unless the Data Controller has given its prior written consent.

c. Confidentiality. Contemi will ensure that only personnel who may be required to assist in meeting its obligations under the Customer Agreement or this Agreement will have access to Customer Personal Data and that such personnel are bound by appropriate obligations of confidentiality, and take all reasonable steps in accordance with best

industry practice to ensure the confidentiality of the Customer Personal Data.

d. Cooperation. Contemi will provide reasonable cooperation and assistance to the Data Controller as the Data Controller may reasonably require to allow the Data Controller to comply with its obligations under Articles 32 through 36 GDPR and UK GDPR, as applicable, including in relation to data security, data breach notification, data protection impact assessments, prior consultation with supervisory authorities, the fulfilment of data subjects' rights, and any enquiry, notice or investigation by a supervisory authority, as further detailed in this Agreement.

e. Data Subject and Supervisory Requests. Contemi will inform the Data Controller promptly, and in any event within two business days, of any enquiry or complaint Contemi receives from a data subject or supervisory authority relating to Customer Personal Data. Contemi will assist the Data Controller, insofar as it is commercially reasonable, to fulfil Data Controller's obligation to respond to requests from data subjects and supervisory authorities as required by Data Protection Law.

f. Data Protection Impact Assessment. Upon request, Contemi will provide the Data Controller with commercially reasonable information and assistance, taking into account the nature of the processing activity and the information available to Contemi, to assist the Data Controller to conduct a data protection impact assessment as required by Data Protection Law.

g. Providing Evidence. During the term of this Agreement and for a period of one year thereafter, Contemi will make available to the Data Controller, or an internationally recognized auditing firm acting on the Data Controller's behalf, all information reasonably necessary to demonstrate Contemi's compliance with this Agreement, and Contemi will allow for and contribute to audits conducted by the Data Controller or its representatives who are bound by appropriate obligations of confidentiality; if:

(i) the Data Controller provides no fewer than ten business days' prior written notice to Contemi;

(ii) such audit is conducted during Contemi's normal business hours and in a manner that does not unreasonably interfere with Contemi's normal business operations;

(iii) such audit lasts no longer than three total business days;

(iv) in no event is the Data Controller (or, for avoidance of doubt, any authorized third-party auditor) entitled to access or receive Contemi's proprietary or confidential information, except to the extent strictly necessary to demonstrate compliance with this Agreement; and

(v) the Data Controller is obligated to reimburse Contemi for Contemi's documented reasonable costs if that audit determines that Contemi is in compliance with this Agreement.

In the event the audit determines Contemi is out of compliance with this Agreement, then Contemi will be obligated for all reasonable costs of such audit.

i. Return or Destroy Customer Personal Data. Upon completion of Contemi's obligations in relation to processing of Customer Personal Data under this Agreement or upon the Data Controller's request at any time during the term of this Agreement, (and, if the Data Controller so requests, at regular intervals set by the Data Controller), Contemi will either:

(i) return all or subsets of the Customer Personal Data in Contemi's possession to the Data Controller;

(ii) render all or part of Customer Personal Data anonymous in such a manner that the data no longer constitutes personal data; or
permanently delete or render all or parts of the Customer Personal Data unreadable. Upon the Data Controller's request, Contemi must provide written confirmation to the Data Controller of the anonymization, return, and deletion of Customer Personal Data.

j. Hashed Customer Personal Data. If Contemi receives Customer Personal Data in hashed or otherwise obfuscated format, Contemi will:

(i) not attempt to reverse engineer or otherwise try to re-identify the hashed or obfuscated the Data Controller Personal Data unless the Data Controller instructs Contemi to do so; and

(ii) only share the Customer Personal Data in the format Contemi received it from the Data Controller.

4. Personal Data Breach

a. Notification. In accordance with Article 33 GDPR and UK GDPR, as applicable, Contemi will notify the Data Controller without undue delay and, where feasible, no more than 72 hours after becoming aware of a Personal Data Breach. Contemi will also provide the Data Controller with a description of the Personal Data Breach, the type of data that was the subject of the Personal Data Breach, (to the extent known to Contemi) the categories of data subjects affected, and other information required by applicable Data Protection Law, as soon as such information can be collected or otherwise becomes available, and Contemi will cooperate with any reasonable request made by the Data Controller relating to the Personal Data Breach.

b. Investigation. Contemi agrees to immediately take action to investigate the Personal Data Breach, to identify, prevent, and mitigate the effects of any such Personal Data Breach, and with the Data Controller's prior agreement, to carry out any recovery or other action necessary to remedy the Personal Data Breach.

5. Subprocessors

a. Authorized Subprocessors. The Data Controller specifically authorizes the engagement of Contemi's affiliates to process Customer Personal Data and the Data Controller generally authorizes the engagement of any other third parties as Subprocessors to process Customer Personal Data.

b. Obligations of Subprocessor. In accordance with Article 28 (4) GDPR ad UK GDPR, as applicable, Contemi will impose legally binding contract terms on each Subprocessor that are as restrictive as those contained in this Agreement. Contemi also process data in countries outside of the European Economic Area (EEA). In these cases, Contemi bases the data transfer on approved Standard Contractual Clauses (SCC) provided by the European Commission in combination with additional technical and/or organizational measures implemented by the data importer to protect personal data.

c. Restricted Access. Contemi will ensure each Subprocessor only accesses and uses Customer Personal Data to the extent required to perform the obligations subcontracted to it and in accordance with this Agreement.

d. Updates of Subprocessors. In accordance with Article 28 (2) GDPR and UK GDPR (as applicable), Schedule 3 has an up-to-date list of:

- (i) all Subprocessors involved in processing Customer Personal Data;
- (ii) the purposes for which the Subprocessors process Customer Personal Data; and
- (iii) the location of each Subprocessor.

Contemi will notify the Data Controller at least 30 days before adding a new Subprocessor.

e. Right to Object. Data Controller has the right to object to the addition of a new Subprocessor, as described in this Section. In the event that the Data Controller objects to the processing of Customer Personal Data by any newly appointed Subprocessor, it will immediately inform Contemi, after which Contemi will either:

- (i) instruct the Subprocessor to cease any further processing of Customer Personal Data, in which event this Agreement shall continue unaffected; or
- (ii) allow the Data Controller to terminate this Agreement immediately.

6. Termination

a. Termination. This Agreement will terminate automatically upon termination of the Customer Agreement

b. Survival. Contemi's obligations related to returning or deleting Customer Personal Data will survive termination of the Customer Agreement and this Agreement until Contemi has returned or deleted the Customer Personal Data in accordance with this Agreement.

7. Conflicts

If there is a conflict or inconsistency between this Agreement, the Customer Agreement, Privacy Policy or any applicable Supplemental Terms and Policies, the order of priority will be: this Agreement, Privacy Policy, the Supplemental Terms and Policies, and the Customer Agreement.