DOCMAIL
DATA PROCESSING AGREEMENT

CFH Docmail Ltd.
Tel: 01761 416311 • **Email:** info@cfh.com • **Web:** cfh.com • St Peter's Park, Wells Road, Westfield, Radstock, BA3 3UP
Registered in England No. 1716891 • VAT Reg. No. GB 720 9782 23

This Data Processing Agreement (**Agreement**) relates to your use of our Docmail® services and should be read in conjunction with the Docmail® Terms and Conditions.

This Agreement has been pre-signed by CFH Docmail Ltd (the Processor) and will only become effective on the date we receive a completed signed Agreement from you (the Customer), whose details are indicated in the signature block at the end of this document. Do not sign this Agreement unless you are, or intend to become, a Docmail® customer.

This Agreement shall apply to personal data processed by us on your behalf while providing the hybrid mail services to you through Docmail® (**Docmail Service**). The Agreement sets out the additional terms, requirements and conditions on which we, the Processor, will process Personal Data for you when you use the Docmail Service. This Agreement contains the mandatory clauses required by the UK GDPR (as defined below) and the Data Protection Act 2018 for contracts between controllers and processors.

AGREED TERMS

1. Definitions and interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1. Definitions:

Data Subject: an individual who is the subject of Personal Data.

Personal Data: means any information relating to an identified or identifiable natural person that is processed by the Processor as a result of, or in connection with, the provision of the Docmail Service; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing, processes and process: either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes but is not limited to any operation or set of operations which is performed on personal data or on sets of personal data, whether by automated means or not, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

Data Protection Legislation: means all applicable data protection and privacy legislation, regulations and guidance including:

1.1.1. the Privacy and Electronic Communications (EC Directive) Regulations 2003implementing the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);

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1.1.2. the General Data Protection Regulation (EU) 2016/679, as it (subject to applicable amendments) forms part of the domestic law of all or any part of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GPDR"); and

1.1.3. the United Kingdom Data Protection Act 2018,

In each case as such law(s) may be replaced, supplemented, substituted or amended from time to time.

1.2. **Personal Data Breach**: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

1.3. This Agreement is subject to the Docmail Terms and Conditions and is incorporated into Docmail Terms and Conditions`. Interpretations and defined terms set forth in the Docmail Terms and Conditions `apply to the interpretation of this Agreement.

1.4. In this Agreement the terms "controller", "processor" and "appropriate technical and organisational measures" shall bear the meanings given to them in the Data Protection Legislation.

1.5. The Schedules form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.6. A reference to writing or written does not include email.

2. Personal Data Types and Processing Purposes

2.1. The Customer and the Processor acknowledge that for the purpose of the Data Protection Legislation, the Customer is the controller and the Processor is the processor.

2.2. The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to the Processor.

2.3. Schedule 1 describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which the Processor may process data in providing the Docmail Services.

3. Processor's Obligations

3.1. The Processor will only process the Personal Data to the extent, and in such a manner, as is necessary for the provision of the Docmail Services or otherwise in accordance with the Customer's written instructions. The Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Processor must promptly notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Legislation.

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3.2. The Processor must promptly comply with any Customer request or instruction requiring the Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

3.3. The Processor will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires the Processor to process or disclose Personal Data, the Processor must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object to the supervisory authority or challenge the requirement, unless the law prohibits such notice.

3.4. The Processor will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking in to account the nature of the Processor's processing and the information available to the Processor, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

3.5. The Processor shall notify the Customer of any changes to Data Protection Legislation that may adversely affect the Processor's performance of the Docmail Service.

4. Processor's Employees

4.1. The Processor will ensure that all employees:

4.1.1. are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;

4.1.2. have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their duties; and

4.1.3. are aware of the Processor's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

4.2. The Processor will conduct background checks consistent with applicable law on all the Processor's employees with access to the Personal Data.

5. Security

5.1. The Processor must always implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data. The Processor shall document those measures in writing and periodically review them to ensure they remain current and complete, at least annually.

5.2. The Processor must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

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5.2.1. the pseudonymisation and encryption of Personal Data;

5.2.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

5.2.3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and

5.2.4. a process for regularly testing, assessing and evaluating the effectiveness of the Processor's security measures.

6. Personal Data Breach

6.1. The Processor will, without undue delay, notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Processor will restore such Personal Data at its own expense.

6.2. The Processor will within 12 hours and without undue delay notify the Customer if it becomes aware of any Personal Data Breach.

6.3. Where the Processor becomes aware of a Personal Data Breach, it shall, without undue delay, also provide the Customer with the following information:

6.3.1. description of the nature of the Personal Data Breach, including the categories and approximate number of both Data Subjects and Personal Data records concerned;

6.3.2. the likely consequences; and

6.3.3. description of the measures taken, or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.

6.4. Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The Processor will reasonably co-operate with the Customer in the Customer's handling of the matter, including:

6.4.1. assisting with any investigation;

6.4.2. providing the Customer with physical access to any facilities and operations affected;

6.4.3. facilitating interviews with the Processor's employees, former employees and others involved in the matter;

6.4.4. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and

6.4.5. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.

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6.5. The Processor will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.

6.6. The Processor agrees that the Customer has the sole right to determine:

6.6.1. whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and

6.6.2. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

6.7. The Processor will cover all reasonable expenses associated with the performance of the obligations under clause 6.2 and clause 6.4 unless the matter arose from the Customer's specific instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.

6.8. The Processor will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to a Personal Data Breach to the extent that the Processor caused such a Personal Data Breach, including all costs of notice and any remedy as set out in Clause 6.6.

7. Cross-border Transfers of Personal Data

7.1. The Processor will not transfer personal data processed by the Processor to a third country or international organisation located both outside the United Kingdom and European Economic Area ("EEA"), without the prior written consent of the Customer and, where the Customer consents to such transfer, the Processor will:

7.1.1. comply with the obligations set out in the Data Protection Legislation by ensuring that the third country or international organisation to which the Personal Data is transferred ensures an adequate level of protection for such Personal Data, or that appropriate safeguards for such Personal Data are provided for, in either case, as permitted by the Data Protection Legislation; and

7.1.2. notwithstanding sub-clause 7.1 (a) above, comply with any reasonable instructions notified to it by the Customer and, upon the Customer's request, the Processor will enter into an agreement with the Customer on standard contractual clauses as approved by law from time to time, with annexes in such form as the Customer reasonably requires, to enable such transfer.

8. Subcontractors

8.1. The Processor may only authorise a third party (subcontractor) to process the Personal Data if:

8.1.1. the Customer provides prior written consent prior to the appointment of each subcontractor;

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8.1.2. the Processor enters a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of such contracts;

8.1.3. the Processor maintains control over all Personal Data it entrusts to the subcontractor; and

8.1.4. the subcontractor's contract terminates automatically on termination of this Agreement for any reason.

8.2. Those subcontractors approved as at the commencement of this Agreement are as set out in Schedule 1.

8.3. Where the subcontractor fails to fulfil its obligations under such written agreement, the Processor remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

8.4. The Parties consider the Processor to control any Personal Data controlled by or in the possession of its subcontractors.

8.5. On the Customer's written request, the Processor will audit a subcontractor's compliance with its obligations regarding the Customer's Personal Data and provide the Customer with the audit results.

9. Complaints, Data Subject Requests and Third-party Rights

9.1. The Processor must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

9.1.1. The rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

9.1.2. information or assessment notices served on the Customer by any supervisory authority under the Data Protection Legislation.

9.2. The Processor must notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

9.3. The Processor must notify the Customer within two (2) working days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.

9.4. The Processor will give the Customer its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

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9.5. The Processor must not disclose the Personal Data to any Data Subject or to a third party other than at the Customer's request or instruction, as provided for in this Agreement or as required by law.

10. Term and Termination

10.1. This Agreement will remain in full force and effect so long as:

10.1.1. the Customer continues to use the Docmail Service; or

10.1.2. the Processor retains any Personal Data related to the provision of the Docmail Service in its possession or control (Term).

10.2. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Docmail Service in order to protect Personal Data will remain in full force and effect.

10.3. If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within three (3) months, they may terminate the provision of the Docmail Service on written notice to the other party.

11. Data Return and Destruction

11.1. At the Customer's request, the Processor will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.

11.2. On termination of the Docmail Service for any reason or expiry of its term, the Processor will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this Agreement in its possession or control.

11.3. If any law, regulation, or government or regulatory body requires the Processor to retain any documents or materials that the Processor would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends.

11.4. The Processor will certify in writing that it has destroyed the Personal Data within fourteen (14) days after it completes the destruction.

12. Records

12.1. The Processor will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Customer, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third

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country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 5.1 (Security).

12.2. The Processor will ensure that the Records are sufficient to enable the Customer to verify the Processor's compliance with its obligations under this Agreement and the Processor will provide the Customer with copies of the Records upon request.

12.3. The Customer and the Processor must review the information listed in the Schedules to this Agreement once a year to confirm its current accuracy and update it when required to reflect current practices.

13. Audit

13.1. The Processor will permit the Customer and its third-party representatives to audit the Processor's compliance with its Agreement obligations, on at least fourteen (14) days' notice, during the Term. The Processor will give the Customer and its third-party representatives all necessary assistance to conduct such audits. The assistance may include, but is not limited to:

13.1.1. physical access to, remote electronic access to, and copies of the Records and any other information held at the Processor's premises or on systems storing Personal Data;

13.1.2. access to and meetings with any of the Processor's personnel reasonably necessary to provide all explanations and perform the audit effectively; and

13.1.3. inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to store, process or transport Personal Data.

13.2. The notice requirements in clause 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach occurred or is occurring, or the Processor is in breach of any of its obligations under this Agreement or any Data Protection Legislation.

13.3. If a Personal Data Breach occurs or is occurring, or the Processor becomes aware of a breach of any of its obligations under this Agreement or any Data Protection Legislation, the Processor will:

13.3.1. promptly conduct its own audit to determine the cause;

13.3.2. produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;

13.3.3. provide the Customer with a copy of the written audit report; and

13.3.4. remedy any deficiencies identified by the audit as soon as practicable.

13.4. At least once a year, the Processor will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.

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13.5. On the Customer's written request, the Processor will make all of the relevant audit reports available to the Customer for review. The Customer will treat such audit reports as the Processor's confidential information under this Agreement.

13.6. The Processor will promptly address any exceptions noted in the audit reports with the development and implementation of a corrective action plan by the Processor's management.

14. Warranties

14.1. The Processor warrants and represents that:

14.1.1. its employees, subcontractors and agents have received the required training on the Data Protection Legislation relating to the Personal Data;

14.1.2. it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation;

14.1.3. it has no reason to believe that the Data Protection Legislation prevents it from providing the Docmail Service; and

14.1.4. considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data, and ensure a level of security appropriate to:

14.1.4.1.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;

14.1.4.1.2. the nature of the Personal Data protected; and

14.1.4.1.3. comply with its information and security policies, including the security measures required in clause 5.1.

14.2. The Customer warrants and represents that the Processor's use of the Personal Data as specifically instructed by the Customer will comply with the Data Protection Legislation.

15. Notice

15.1. Any notice or other communication given to a party under or in connection with this Agreement must be in writing and delivered to the address of the party at the top of page 1.

15.2. Clause 15.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.3. A notice given under this agreement is not valid if sent by email.

16. Electronic Signatures

This agreement may be signed by way of electronic signature, as defined in section 7 (2) of the Electronic Communications Act 2000.

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17. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Jon Marsh, Group Commercial Director

for and on behalf of CFH Docmail Ltd (company number: 01716891)

DocuSigned by: Jon Marsh BA9A13CE3C3A445...

Director

Signed by (name):

for and on behalf of (company):

Director/Partner/Authorised Signatory

Company Number:

Registered Address:

Date:

Schedule 1

Data Processing Particulars

Subject matter of the processing

The processing of Personal data for the Customer for the provision of the Docmail Services.

Duration of the processing

Whilst the Processor is providing the Docmail Services.

Nature and purposes of the processing

The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, development, testing, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc.

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Personal Data is processed for the purpose of providing the Docmail Services.

Type of Personal Data

The Personal Data may include any combination of the following: Direct identifying information (e.g. name, address, email address, telephone, National Insurance or Passport number, NHS number, DSS number); Indirect identifying information (e.g. job title, gender, date of birth, pay);

Categories of Data Subject

Persons with whom the Customer wishes or needs to communicate.

30 days after processing complete or termination, unless agreed otherwise in writing with the Customer.

ICO Registration Numbers of Both Parties:

Processor: Z5722574

Customer:

Name of Data Protection Officer

Processor: Emma Oatley, Data Protection Officer

Customer:

Approved Subcontractors

Other companies in the CFH Docmail Ltd. group of companies	To provide the Docmail Services from time to time and as an integral part of its Disaster Recovery and Business Continuity Plan.
Bulk SMS Messaging Limited (T/A Voodoo SMS)	The Processor's SMS carrier (if used).

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