

Data Protection

Part 1

Data Protection Legislation means: the EU General Data Protection Regulation (EU) 2016/679 and all applicable national implementing laws, regulations, and secondary legislation and any laws or regulations replacing, amending, extending, re-enacting or consolidating any of the above from time to time;

Personal data, processor, controller, process, personal data breach, data protection impact assessment, data subject, special categories of personal data and supervisory authority shall have the meanings ascribed to them under Data Protection Legislation;

Client, or you/your means the Client as specified in the Service Order;

Client Data means any and all personal data that is provided to Morcan by you or on your behalf and that will be processed by Morcan in the provision of Services or the performance of our obligations to you under the Agreement;

Morcan Personal Data means personal data relating to Personnel of Morcan and personal data which has been obtained or generated by Morcan (other than Client Data), whether or not in the course of the provision of the Services;

Morcan or we/us/our means the Morcan contracting company as shown on the Service Order

Personnel means employees, directors, officers, workers, consultants, agents, and representatives;

Purpose has the meaning ascribed to that term in Part 2 of this Schedule;

Services means the services to be provided by Morcan as more fully described in the Agreement.

1. Relationship and Purpose

1.1 Client is the controller and appoints Morcan as a processor in respect of Client Data.

1.2 When Morcan provides Morcan Personal Data (either as a controller, or a processor acting on behalf of a controller) to Client, Client shall:

1.2.1 process such Morcan Personal Data as a controller;

1.2.2 comply and shall procure that its Personnel comply with the obligations that apply to it under Data Protection Legislation in respect of such data; and

1.2.3 only use such data for the specific purpose for which it is provided and shall keep it secure.

1.3 Morcan shall only process Client Data:

1.3.1 to the extent and in the manner necessary for the Purpose (and to comply with any laws applicable to Morcan);

1.3.2 in accordance with lawful documented instructions from Client, which may be specific instructions or instructions of a general nature provided directly to Morcan, unless otherwise required by any law to which Morcan is subject. Where Morcan is required by law to process Client Data other than in accordance with such instructions, Morcan shall notify Client of any such requirement before processing the Client Data (unless prohibited by law). Subject to the above, any processing outside the scope of these instructions will be subject to prior agreement between Morcan and the Client and shall be documented in writing. If and to the extent that

compliance with any instructions issued by Client will require Morcan to carry out additional work, or provide facilities, or resources over and above those agreed to be provided as at the Effective Date of the Agreement, or will/may hinder, adversely affect, delay or prevent the provision of all or any of the Services: a) the costs of any such additional work, facilities, or resources shall be payable by the Client; and b) any such hindrance, adverse effect, delay or prevention shall be a Relief Event for the purposes of the Agreement; and

1.3.3 for the Purpose. Morcan shall not retain or process any Client Data for longer than is necessary to carry out the Purpose.

1.4 The types of personal data, categories of data subjects, duration and Purpose of the processing of Client Data are as provided in Part 2. The Client shall not disclose (and shall not permit any data subject to disclose) any: (i) special categories of personal data; or (ii) personal data in relation to criminal convictions and offences, to Morcan for processing.

1.5 Each party will comply and shall procure that its Personnel comply with the obligations that apply to it under Data Protection Legislation in respect of Client Data. This obligation is in addition to, and does not relieve, remove or replace, the obligations of either party under the Data Protection Legislation.

2. Undertakings and Warranties

Without limiting 1.5 above:

2.1 Each party shall implement and maintain appropriate technical and organisational measures designed to protect Client Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be designed to be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the Client Data and having regard to the nature of the personal data which is to be protected, the state of the art, the costs of implementation and the nature, scope, context and purposes of processing.

2.2 Client shall ensure that:

2.2.1 Morcan only receives access to such Client Data as is strictly required for the Purpose;

2.2.2 all Client Data has been, and will continue to be, collected and processed in accordance with all notice, consent and other requirements of the Data Protection Legislation (and, where applicable, the collection and processing has been notified to any relevant authorities);

2.2.3 it has at all times, the right to transfer and provide access to, Client Data to Morcan and any processors used by Morcan, for processing for the Purpose and such processing by Morcan or such processors will not breach Data Protection Legislation; and

2.2.4 all instructions given to Morcan in respect of the processing of Client Data are lawful and will not create any legal or other liability for Morcan or any processors used by Morcan if followed.

2.3 Client shall indemnify Morcan in respect of all losses, costs, claims, fines, penalties and liabilities that may be suffered or incurred by Morcan as a result of any breach by Client of its obligations under 2.2.

2.4 Without assuming responsibility for verifying the lawfulness of instructions received from Client, Morcan shall notify Client if Morcan becomes aware of an instruction which, in Morcan's opinion, breaches Data Protection Legislation.

- 2.5 Morcan shall ensure that persons authorised by it to process Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 2.6 Morcan shall not engage another person to process Client Data without Client's prior specific or general written authorisation. Subject to 2.7 processing by any such person shall be under a written contract containing equivalent obligations as under this Schedule. In the case of general written authorisation, Morcan shall inform Client in advance of any intended changes concerning the addition or replacement of other processors. The Client shall have 5 days from the date of notice to object to any such addition or replacement and if the Client objects within that period Morcan shall not appoint such additional/replacement processor.
- 2.7 The Client acknowledges that Morcan has engaged or will engage certain subprocessors, who have been or will be notified to the Client, on terms and conditions that may not reflect some or all of the requirements set out in this Schedule. The Client further acknowledges that it has had or will have the opportunity to review the terms and conditions Morcan has entered or will enter into with these subprocessors, in order to assess the scope of their processing, their commitments in respect of data protection, and the liability they will accept in respect of data protection compliance. Having conducted this assessment, the Client consents to Morcan's use of these subprocessors and agrees that the extent of Morcan's liability to the Client for any breach of this Schedule that is caused by any of the Special Subprocessors shall (notwithstanding any other provision of the Agreement) be limited strictly to the amounts which Morcan recovers from that subprocessor in relation to that breach under its terms and conditions.
- 2.8 Morcan shall provide reasonable assistance to Client (at Client's expense) by appropriate technical and organisational measures, insofar as this is possible and taking into account the nature of the processing, for the fulfilment of Client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.
 - 2.8.1 data subject requests;
 - 2.8.2 security of processing;
 - 2.8.3 data protection impact assessments;
 - 2.8.4 consultation with supervisory authorities regarding high risk processing; and
 - 2.8.5 breach notifications to supervisory authorities and/or to data subjects in response to any personal data breach, provided that Client shall pay Morcan's reasonable costs for providing such assistance. Morcan shall notify Client without undue delay if it receives any complaint or request in relation to the processing of Client Data.
- 2.9 Morcan shall notify Client without undue delay after becoming aware of a personal data breach. Notification shall include:
 - 2.9.1 a description of the nature of the personal data breach and, where possible, the categories and approximate number of affected data subjects and the Client Data concerned; and
 - 2.9.2 the steps taken to address it and mitigate its impact.
- 2.10 Morcan shall upon the Client's reasonable request, securely destroy or return Client Data, unless (and to the extent) required by law to store and retain the same.
- 2.11 If Client Data will be processed outside the European Economic Area (EEA) Client and Morcan shall ensure an adequate level of protection by any of the recognized methods in Data Protection

Legislation with respect to the processing of such Client Data. Client authorises any transfers of Client Data to, or access to Client Data from such destinations outside the EEA subject to any of these adequacy measures having been taken.

2.12 Morcan shall:

2.12.1 make available to Client (as required under Data Protection Legislation) such information as is reasonably necessary to demonstrate Morcan's compliance with its obligations as a processor under Data Protection Legislation in respect of Client Data; and

2.12.2 allow for and contribute to audits, including inspections, conducted by the Client or an auditor appointed by the Client but only to the extent required under Data Protection Legislation, and in each case subject to 2.13.

2.13 Client shall give Morcan reasonable prior notice of any audit and/or inspection required by Client. Any audit/inspection shall be carried out at the Client's expense. Client shall pay Morcan's reasonable costs for assisting with the provision of information and in connection with any inspections and audits. Audits/inspections shall be conducted during normal business hours and so as to ensure minimal disruption to Morcan's operations. Client shall ensure that it and any representative/auditor conducting any inspection or audit shall at all times comply with Morcan's health and safety, security and other policies. No access will be given to any information or facilities relating to Morcan's other clients. No third-party auditor may be used without Morcan's prior written approval (not to be unreasonably withheld or delayed). Client shall ensure that all information obtained or generated by Client or its representatives or auditors in connection with any information requests, audits or inspections is kept strictly confidential, save for disclosures required to be made to supervisory authorities or disclosures otherwise strictly required (and then only to the extent required) by law;

Part 2

This Part includes details of the processing of personal data pursuant to the requirements of Article 28(3) GDPR.

Data Processing Details

A. General - Subject-matter, nature and purpose of the Processing ("Purpose")

The Client acknowledges and agrees that Morcan may need to collect, process and use Client Data as follows:

- a) For the administration and provision of the Services and the performance of Morcan's obligations to Client;
- b) Client Data may be hosted by Morcan as part of the Services;
- c) For credit checking/vetting, billing, financial administration, management and enforcing the payment of invoices relating to the Services, dealing with complaints, dispute resolution and contract management and enforcement;
- d) responding to queries and communications relating to the Service, informing the Client of changes and general news in relation to Morcan;
- e) processing and use for the purposes of evidence, security, quality control, and training;

- f) supplying the Client with email newsletters, alerts or other communications that the Client has opted to receive. The Client may unsubscribe or opt out of receipt at any time;
- g) compliance with any of Morcan's statutory or legal obligations, dealing with fraud or criminal activity, or to protect Morcan's or the Client's interests or those of any third party;
- h) Morcan may be required to share data, which may include Client Data, where Morcan is involved in legal proceedings, or to comply with the requirements of legislation, a court order, or a governmental or regulatory authority. Morcan does not require any further consent from the Client in order to share the Client Data in such circumstances and will comply as required with any legally binding request that is made of Morcan or to the extent required by any regulator or legal/regulatory requirement; and
- i) The Client acknowledges and agrees that Morcan may make disclosure of Client Data (within or outside the United Kingdom) :
 - i. to any Morcan Affiliate, its or any of its Affiliates' employees, licensors, suppliers and subcontractors to whom (and to the extent that) such disclosure is necessary in order for the performance of the Services (in each case who is under a duty of confidentiality in respect of the same);
 - ii) to Morcan's legal and other advisers and insurers (in each case who is under a duty of confidentiality in respect of the same) for the purposes of obtaining professional advice, insurance cover, for risk management and managing Morcan's relationship with the Client, including any disputes.

B. Duration

Unless otherwise specifically agreed in writing the duration of processing shall be the term of the Agreement for the Services and any period thereafter to the extent required by law or the rules of any regulatory authority.

C. The types of personal data to be processed

Access to the following types / categories of Personal Data: Employee contact details, all data stored on the Company servers, end-user computers and all computer hardware system and networking information.

D. The categories of data subject to whom personal data relates:

Data Subjects may include the Company's representatives (including employees, contractors, partners and customers), end users of the Company and its customers, and individuals attempting to communicate or transfer Personal Data to end users of the Processor's services.

E. Subprocessors and International Transfers

Any third party contractor or supplier required to fulfil the services requested from the Supplier.