



Quinn (London) Ltd GDPR Policy

1. QLL may process a wide variety of types of Personal Data relating to the Customer and its employees, contacts and other data subjects on the Customer's behalf to enable QLL to provide the Services to the Customer during the term of each Service. The parties agree that, for the Protected Data, the Customer shall be the Data Controller and QLL shall be the Data Processor.
2. QLL shall process Protected Data in compliance with:
 - 2.1. the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement.
3. The Customer shall comply with:
 - 3.1. all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under this Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws.
4. The Customer warrants, represents and undertakes, that:
 - 4.1. all data sourced by the Customer for use in connection with the Services shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws; and
 - 4.2. it is satisfied that:
 - 4.2.1. QLL's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage QLL to process the Protected Data; and
 - 4.2.2. QLL has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.
5. The Customer warrants, represents and undertakes that all instructions given by it to QLL in respect of Personal Data shall at all times be in accordance with Data Protection Laws, will not infringe any third party's rights and will not otherwise cause QLL to incur a fine, penalty or charge or any liability to any party. The Customer shall indemnify QLL for all losses, damages, claims, costs and expenses (including legal expenses) that QLL suffers or incurs or that are awarded against QLL as a result of any such processing of Personal Data.
6. Insofar as QLL processes Protected Data on behalf of the Customer:
 - 6.1. unless required to do otherwise by Applicable Law, QLL shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this section 13.6 and Schedule 1 (Data processing details), as updated from time to time (Processing Instructions);
 - 6.2. notwithstanding any other provision of this Agreement, if the law in any EU or EU member state requires QLL to conduct Processing of the Personal Data other than in accordance with the

Customer's Instructions, such Processing shall not constitute a breach of this Agreement;

- 6.3. if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, QLL shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and
- 6.4. shall promptly inform the Customer if QLL becomes aware of a Processing Instruction that, in QLL's opinion, infringes Data Protection Laws, provided that:
 - 6.4.1. this shall be without prejudice to sections 13.3, 13.4 and 13.5; and
 - 6.4.2. to the maximum extent permitted by mandatory law, QLL shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information.
7. The processing of Protected Data to be carried out by QLL under this Agreement shall comprise the processing set out in the applicable Accepted Order, as may be updated from time to time.
8. QLL shall implement and maintain appropriate technical and organisational measures in relation to the processing of Protected Data by QLL.
9. The Customer acknowledges that QLL will use the Protected Data to provide the Services and that this may involve passing the Protected Data to its suppliers and/or allowing its employees, agents and sub-contractors to have access to the Protected Data. The Customer hereby gives QLL a general consent to engage Sub-processors for Processing of Personal Data on behalf of the Customer. QLL shall inform the Customer before transferring any Personal Data to a new Sub-processor. Following receipt of such information the Customer shall notify QLL if it objects to the new Sub-processor. If the Customer does not object to the Sub-processor within [seven] days of receiving the information, the Customer shall be deemed to have accepted the Sub-processor.
10. QLL shall enter into appropriate written agreements with all of its Sub-processors on terms substantially similar to this section 13, including without limitation the Customer's right to conduct audits at the Sub-processor, or ensure that the Sub-processor will conduct audits using external auditors at least once per year. QLL shall remain primarily liable to the Customer for the performance or non-performance of the Sub-processor's obligations.
11. Upon the Customer's request, QLL is obliged to provide information regarding any Sub-processor, including name, address and the Processing carried out by the Sub-processor.
12. The Customer agrees that QLL and its suppliers may use the Protected Data (but are not obliged to do so):
 - 12.1. to monitor compliance with the terms of this Agreement and to ensure that the Protected Data being stored and processed complies with the law;
 - 12.2. to provide support, maintain the Services and protect the stability and functionality of the Services;
 - 12.3. where reasonably considered necessary to protect the security and integrity of the Services; and
 - 12.4. for the purposes of monitoring use of, and improving and developing, the Services, and the Customer confirms and acknowledges that the processing of the Protected Data in the manner described in this section 13.12 is necessary for the purposes of the Customer's, QLL's, and QLL's suppliers' legitimate interests.
13. QLL shall refer all Data Subject Requests it receives to the Customer within three Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds three per calendar month, the Customer shall pay QLL's charges calculated at QLL's then prevailing time and materials rates for professional services or such other charges as may, at the relevant time, be

agreed by the parties in writing (DP Charges), for recording and referring the Data Subject Requests in accordance with this section 13.

14. QLL shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to QLL) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
 - 14.1. security of processing;
 - 14.2. data protection impact assessments (as such term is defined in Data Protection Laws);
 - 14.3. prior consultation with a Supervisory Authority regarding high-risk processing; and
 - 14.4. notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach, provided the Customer shall pay QLL' DP Charges for providing the assistance in accordance with this section 14.
15. If the Processing carried out by QLL includes the transfer of Personal Data to a country outside of the EEA which is not recognised by the European Commission to have an adequate level of protection in accordance with Data Protection Law, the Customer and QLL shall enter into a supplementary agreement containing the SCC. This will not apply if all such transfers are made to Sub-processors as described in section 16 below.
16. If Processing of Personal Data under this Agreement includes the transfer of Personal Data to a Sub-processor located in a country outside of the United Kingdom which is not recognised by the United Kingdom to have an adequate level of protection in accordance with Data Protection Law, QLL shall effect such transfer by such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Law from time to time.
17. If and to the extent this Agreement and the SCC are inconsistent, the provisions of the SCC shall prevail.
18. QLL shall maintain, in accordance with Data Protection Laws binding on QLL, written records of all categories of processing activities carried out on behalf of the Customer.
19. QLL shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate QLL' compliance with its obligations under Article 28 of the GDPR (and under any Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:
 - 19.1. giving QLL reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
 - 19.2. ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
 - 19.3. ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to QLL' business, the Sub-Processors' business and the business of other customers of QLL; and
 - 19.4. paying QLL' reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.
20. In respect of any Personal Data Breach involving Protected Data, QLL shall, without undue delay:
 - 20.1. notify the Customer of the Personal Data Breach; and
 - 20.2. provide the Customer with details of the Personal Data Breach.
21. QLL shall, at the Customer's written request, either delete or return all the Protected Data to the

Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:

- 21.1. the end of the provision of the relevant Services related to processing; or
- 21.2. once processing by QLL of any Protected Data is no longer required for the purpose of QLL' performance of its relevant obligations under this Agreement, and delete existing copies (unless storage of any data is required by Applicable Law and, if so, QLL shall inform the Customer of any such requirement)

This policy will be reviewed at least annually or as legislation demands and any changes communicated to employees as required.

A handwritten signature in blue ink, appearing to read 'Imran Karim', with a long horizontal flourish extending to the right.

Name: Imran Karim
Position: Finance Director
Date: 2nd March 2023