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EIMS Master Services Agreement

Appendix 1

Data Processor Agreement

This Data Processor Agreement (the "**Agreement**") is entered into by and between the Client and EIMS Global Ltd and shall remain in effect until terminated in accordance with the terms and conditions set forth herein.

Introduction

A. Client is a Controller of certain personal data and wishes to appoint Vendor as a Processor to process this personal data on its behalf in connection with Vendor's performance of a Services Agreement between the parties (the "**Master Services Agreement**"). Capitalized terms used but not defined in this Agreement shall have the meanings given in the Master Services Agreement.

B. The parties have entered into this Agreement to ensure that Vendor conducts such data processing in accordance with Client's instructions and Applicable Data Protection Law requirements, and with full respect for the fundamental data protection rights of the data subjects whose personal data will be processed.

1. Definitions and interpretation: the following terms shall have the following meanings:

1.1. "**Controller**", "**Processor**", "**Data Subject**", "**personal data**" and "**processing**" (and "**process**") shall have the meanings given in Applicable Data Protection Law.

1.2. "**Applicable Data Protection Law**" shall mean: Regulation 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation). All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.

1.3. "**Adequate Jurisdictions**" means the countries that the European Commission recognises as providing adequate level of data protection as set forth at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en

1.4. "**Standard Contractual Clauses**" (**SCC**) means the Standard Contractual Clauses implemented by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as updated or replaced from time to time.

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1.5. "**UK Approved Addendum**" means the International Data Transfer Addendum to EU Commission Standard Contractual Clauses Version as implemented and adopted in the United Kingdom, as updated or replaced from time to time including mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

2. Data Protection

2.1. *Relationship of the parties*: Client (the Controller) appoints EIMS as a Processor to process the personal data described in Annex A (the "**Data**") attached to a related Statement of Work. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

2.2. *Purpose limitation*: Vendor shall process the Data as a Processor only for the purposes described Annex A and strictly in accordance with the documented instructions of Client (the "**Permitted Purpose**"), except where otherwise required by any EU (or any EU Member State) law applicable to Client. In no event shall Vendor process the Data for its own purposes or those of any third party.

2.3. *Legal Grounds for Processing*: Client shall specify the legal grounds on which the Vendor is requested to process personal data. (Annex A)

2.4. *International transfers*: Vendor shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("EEA"), United Kingdom and Adequate Jurisdictions other than under instruction from the Client as described in Annex D attached to a related statement of work.

2.5. Where Client expects to transfer EEA and Switzerland Personal Data to Vendor outside of the EEA or the Adequate Jurisdictions the Standard Contractual Clauses are incorporated hereby by reference. Standard Contractual Clauses Module Two apply to the transfers, with the following selections:

SCC Section Reference	Concept	Selection by the Parties
Section IV, Clause 17	Governing law	The laws of England and Wales
Section IV, Clause 18 (b)	Choice of forum and jurisdiction	The courts of England and Wales
Section II, Clause 9	Approval of Sub-Processors	Option1:GENERALWRITTEN AUTHORISATION
Annex I.A	List of Parties	See Annex E Section A of the SOW
Annex I.B	Description of Transfer	See Annex E Section B of the SOW
Annex I.C	Competent Supervisory Authority	Data Protection Commissioner
Annex II	Technical and Organisational Measures	See Annex F of the SOW
Annex III	List of Sub-Processors	See Annex B of the SOW

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2.6. Where under instruction of Client the Vendor expects to transfer EEA and Switzerland Personal Data to Vendor outside of the EEA or the Adequate Jurisdictions the Standard Contractual Clauses are incorporated hereby by reference. Standard Contractual Clauses Module Four apply to the transfers, with the following selections:

SCC Section Reference	Concept	Selection by the Parties
Section IV, Clause 17	Governing law	The laws of England and Wales
Section IV, Clause 18	Choice of forum and jurisdiction	The courts of England and Wales
Annex I.A	List of Parties	See Annex E Section A of the SOW
Annex I.B	Description of Transfer	See Annex E Section B of the SOW

2.7. Where either party transfer UK Personal Data to Vendor for processing outside of the UK the UK Approved Addendum is incorporated hereby by reference.

2.8. *Third party transfers*: Data acquired, enriched, amended or otherwise processed by the Vendor shall not be shared with any third-party other than where expressly instructed or agreed by the Client. Where Client instructs transfer of data to a third-party Client shall (i) impose data protection terms on any such third party that protects the Data to the same standard provided for by this Clause; and (ii) remain fully liable for any breach of this Clause that is caused by an act, error or omission such third party.

2.9. *Confidentiality of processing*: EIMS shall ensure that any person that it authorises to process the Data (including EIMS staff, Agents and subcontractors) (an "Authorised Person") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. Vendor shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

2.10. *Security*: Vendor shall implement appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident"). Such measures shall include, as appropriate:

a) the pseudonymisation and encryption of personal data;
b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

2.11. *Sub-processing*: Vendor shall not subcontract any processing of the Data to a third party Sub-Processor without the prior written consent of Client. Vendor shall (i) impose data protection terms on any Sub-Processor it appoints that protect the Data to the same standard provided for by this Clause; and (ii) remain fully liable for any breach of this Clause that is

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caused by an act, error or omission of its Sub-Processor. A list of approved Sub-Processors as at the date of the Agreement is attached at Annex B as part of a related Statement of Work, and Vendor shall maintain and provide updated copies of this list to Client when it adds or removes Sub-Processors in accordance with this Clause. If Client refuses to consent to Vendor's appointment of a third party Sub-Processor on reasonable grounds relating to the protection of the Data, then either Vendor will not appoint the Sub-Processor or Client may elect to suspend or terminate the Master Services Agreement without penalty.

2.12. *Cooperation and data subjects' rights*: In connection with the processing of the Data Vendor shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to Client (at its own cost) to enable Client to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party. In the event that any such request, correspondence, enquiry or complaint is made directly to Vendor, Vendor shall promptly inform Client providing full details of the same.

2.13. *Data Protection Impact Assessment*: If Vendor believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Client and provide Client with all such reasonable and timely assistance as Client may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

2.14. *Security incidents*: Upon becoming aware of a Security Incident, Vendor shall inform Client within 72 hours and shall provide all such timely information and cooperation as Client may require in order for Client to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Vendor shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Security Incident and shall keep Client of all developments in connection with the Security Incident.

2.15. *Deletion or return of Data*: Upon Client's written request Vendor shall (at Client's election) destroy or return to Client all or part of the Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Vendor is required by any EU (or any EU Member State) law to retain some or all of the Data, in which event Vendor shall isolate and protect the Data from any further processing except to the extent required by such law.

2.16. *Audit*: Vendor shall permit Client (or its appointed third-party auditors) to audit Vendor's compliance with this Clause, and shall make available to Client all information, systems, and staff necessary for Client (or its third-party auditors) to conduct such audit. Vendor acknowledges that Client (or its third party auditors) may enter its premises for the purposes of conducting this audit, provided that Client gives it twenty-one (21) days prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable

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measures to prevent unnecessary disruption to Vendor's operations. Client will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) Client has beyond reasonable doubt that a further audit is necessary due to a Security Incident suffered by Vendor.

3. Miscellaneous

This Agreement shall be governed by, and construed in accordance with, the laws of England and the English courts shall have exclusive jurisdiction to hear any dispute or other issue arising out of, or in connection with, this Agreement, except where otherwise required by Applicable Data Protection Law.

Note: Annexes are included as part of project specific Statement of Work. Annexes A-D are required sections of a data processing agreement. In addition, Annexes E and F are required where personal data of residents of the EEA or UK is expected to be exported outside those jurisdictions.