

INTERMEDIARY PROCESSOR SCHEDULE – P2P PROCESSOR DATASET

THIS SECTION ONLY APPLIES IF THE INTERMEDIARY HAS SELECTED A PROCESSOR DATASET AS SET OUT IN THE INTERMEDIARY ADDITIONAL TERMS. IF SO, THIS SCHEDULE WILL APPLY IN ADDITION TO THE GENERAL TERMS, ANY APPLICABLE PRODUCT SCHEDULES AND INTERMEDIARY ADDITIONAL TERMS. ANY DEFINITION NOT PROVIDED IN THIS SCHEDULE SHALL HAVE THE SAME MEANING AS SET OUT ELSEWHERE IN THE AGREEMENT

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this processor schedule the following definitions shall apply:
 - “**Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Processor Data transmitted, stored or otherwise processed.
 - “**Processor Data**” has the meaning set out in clause 2.3.
 - “**Processor Dataset**” means a Dataset whereby the Supplier mandates the data protection relationship in relation to Supplier Data and End User Data, and as further set out in the Intermediary Additional Terms.
- 1.2 The headings in this schedule do not affect its interpretation.
- 1.3 Any capitalised term not defined in clause 1.1 shall have the meaning assigned to it under the General Terms.
- 1.4 References to clauses, sections and appendices are to clauses, sections and appendices of these General Terms.
- 1.5 A reference to a “**Party**” includes that Party’s personal representatives, successors and permitted assigns.
- 1.6 A reference to a “**person**” includes a natural person, corporate or unincorporated body (in each case having separate legal personality or not) and that person’s personal representatives, successors and permitted assigns.
- 1.7 Any words that follow “**include**”, “**includes**”, “**including**”, “**in particular**” or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding or following those words.
- 1.8 A reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.
- 1.9 Words in the singular include the plural and vice versa.
- 1.10 A reference to “**writing**” or “**written**” shall include electronic mail.

2 DATA PROTECTION

- 2.1 Notwithstanding the General Terms, where a Processor Dataset is contained within the Intermediary Additional Terms, and to the extent that GBG processes End User Data or Supplier Data in order to provide the Processor Dataset as part of the Software or perform the Services:
 - (a) the End User is a controller of the End User Data that it provides through the Software and/or Services;
 - (b) the End User is a controller of the Supplier Data that it receives through the Software and/or Services; and
 - (c) the Intermediary shall be appointed by the End User (as a controller) as the End User’s authorised processor of the End User Data and Supplier Data, and the End User shall also consent to the appointment of GBG as the Intermediary’s authorised sub processor of the End User Data and Supplier Data, as further set out in clauses 2.3 to 2.11.
- 2.2 The Intermediary represents, warrants and undertakes that in relation to clauses 2.1(b) and 2.1(c) the Intermediary End User Terms shall appoint the Intermediary in writing as the End User’s authorised processor and that it has obtained the End User’s consent to appoint GBG as its authorised sub processor, in accordance with Applicable Data Protection Law, for receipt and transfer of End User Data and the

Supplier Data in relation to the Software and/or Services for the Processor Dataset.

Processor Dataset: P2P relationship

- 2.3 Relationship of the Parties. The Intermediary instructs GBG to process the personal data contained within the End User Data and Supplier Data in relation to the Processor Dataset (the “**Processor Data**”) on its behalf. In respect of such processing, Intermediary (acting as a processor) is instructing GBG on behalf of the End User (as a third-party controller), and GBG shall be a sub processor to the Intermediary. Each Party shall comply with the obligations that apply to it under Applicable Data Protection Law.
- 2.4 Purpose limitation. GBG shall process the Processor Data, as necessary to provide the Software and/or Services in relation to the a Processor Dataset under an Agreement and strictly in accordance with the documented instructions of the Intermediary (which shall reflect the instructions of the End User) (the “**Permitted Purpose**”), except where otherwise required by any United Kingdom, EU (or any EU Member State) law applicable to GBG, in which case GBG shall inform the Intermediary of that legal requirement before processing (unless prohibited by that law on important grounds of public interest). GBG shall immediately inform the Intermediary (who shall inform the End User) if it becomes aware that the Intermediary’s processing instructions infringe Applicable Data Protection Law.
- 2.5 Confidentiality of processing. In addition to the confidentiality obligations set out in the General Terms, the Processor Data shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty).
- 2.6 Security. GBG shall implement and maintain appropriate technical and organisational measures to protect the Processor Data from a Data Breach. Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. 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) ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and/or
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 2.7 Sub processing. The Intermediary consents (and such consent shall reflect the instructions of the End User) to GBG engaging third-party sub processors to process the Processor Data provided that: (i) GBG informs the Intermediary of any intended changes concerning the addition or replacement of a third-party sub processor with access to the Processor Data and give the Intermediary the opportunity to object to such changes; (ii) GBG imposes data protection terms on any sub processor it appoints that protects the Processor Data to the same standard provided for by clauses 2.3 – 2.11; and (iii) GBG remains fully liable for any breach of clauses 2.3

– 2.11 that is caused by an act, error or omission of its third-party sub processor.

- 2.8 Cooperation and data subjects' rights. Where GBG is a processor it shall provide all reasonable and timely assistance (including by appropriate technical and organisational measures) to the Intermediary at the Intermediary's expense to enable the End User 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 connection with the processing of the Processor Data. In the event that any such request, correspondence, enquiry or complaint is made directly to GBG, GBG shall promptly inform the Intermediary (who shall in turn inform the End User) providing full details of the same.
- 2.9 Data Protection Impact Assessment. Where GBG is a processor, upon the Intermediary's request, GBG shall provide the Intermediary with all such reasonable and timely assistance to enable the End User to conduct a data protection impact assessment in accordance with Applicable Data Protection Law including, if necessary, to assist the End User to consult with its relevant data protection authority.
- 2.10 Data Breaches. Where GBG is a processor, upon becoming aware of a Data Breach, GBG shall inform the Intermediary (who, shall in turn inform the End User) without undue delay and shall provide all such timely information and cooperation the Intermediary may require in order for the End User to fulfil its data breach reporting obligations under Applicable Data Protection Law. GBG shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the Data Breach and shall keep the Intermediary informed of all developments in connection with the Data Breach.
- 2.11 Deletion or return of the Processor Data. Upon termination or expiry of an Agreement, GBG shall (at the Intermediary's election, which shall reflect the instructions of the End User) destroy or return to the Intermediary all Processor Data in its possession or control. This requirement shall not apply to the extent that GBG is required by any United Kingdom or EU (or any EU Member State) law to retain some or all of the Processor Data, in which event GBG shall isolate and protect the Processor Data from any further processing except to the extent required by such law until deletion is possible.