



Akkroo Ltd  
Piano House, 9 Brighton Terrace, London, SW9 8DJ, United Kingdom  
Company Registration Number: 8279964  
VAT Number: GB166919956

## Akkroo Data Protection Addendum

This Data Protection Addendum (“Addendum”) forms part of the agreement for provision of the Akkroo service (“Agreement”) between (i) Akkroo Ltd, a limited company registered in England and Wales under company number 8279964 and whose registered office is at Unit 3.01 Piano House, 9 Brighton Terrace, London, United Kingdom, SW9 8DJ (“Akkroo”) and (ii) \_\_\_\_\_, a company registered under number \_\_\_\_\_ and whose registered office is at \_\_\_\_\_ (“Customer”).

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined in this Addendum shall have the meanings given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this addendum.

### Definitions

In this Addendum:

<b>Applicable Law</b>	means as applicable and binding on the Customer, Akkroo and/or the Services: (i) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (ii) the common law and laws of equity as applicable to the parties from time to time; (iii) any binding court order, judgment or decree; or (iv) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business;
<b>Appropriate Safeguards</b>	means such legally enforceable mechanism(s) for transfers of Personal Data outside the United Kingdom as may be permitted under Data Protection Laws from time to time;
<b>Data Controller</b>	has the meaning given to that term (or to the term ‘controller’) in Data Protection Laws;
<b>Data Processor</b>	has the meaning given to that term (or to the term ‘processor’) in Data Protection Laws;
<b>Data Protection Laws</b>	means as applicable and binding on the Customer, Akkroo and/or the Services: (i) in the United Kingdom, the GDPR, and/or any corresponding or equivalent national laws or regulations; (ii) in member states of the European Union: the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and (iii) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;
<b>Data Subject</b>	has the meaning given to that term in Data Protection Laws;
<b>Data Subject Request</b>	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
<b>Personal Data</b>	has the meaning given to that term in Data Protection Laws;
<b>Personal Data Breach</b>	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
<b>processing</b>	has the meanings given to that term in Data Protection Laws (and related terms such as <b>process</b> have corresponding meanings);
<b>Protected Data</b>	means Personal Data received from or on behalf of the Customer to the extent that it is processed by Akkroo on Customer’s behalf in connection with the performance of Akkroo’s obligations under this Agreement, but does not include any anonymised, aggregated data derived by Akkroo in whole or in part from any Personal Data;
<b>Sub-Processor</b>	means another Data Processor engaged by Akkroo for carrying out processing activities in respect of the Protected Data on behalf of the Customer; and



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**Supervisory Authority** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

### Specific interpretive provision(s)

In this Addendum:

- (a) references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable;
- (b) a reference to a law includes all subordinate legislation made under that law; and
- (c) references to “paragraph numbers” are to paragraphs of this Addendum.

### Data processing provisions

#### 1 Data Processor and Data Controller

- 1.1 The parties agree that, for the Protected Data, the Customer shall be the Data Controller and Akkroo shall be the Data Processor.
- 1.2 Akkroo shall process Protected Data in compliance with:
  - 1.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under this Agreement; and
  - 1.2.2 the terms of the Agreement.
- 1.3 The Customer shall comply with:
  - 1.3.1 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; and
  - 1.3.2 the terms of the Agreement.
- 1.4 The Customer warrants and undertakes that:
  - 1.4.1 it shall ensure that Data Subjects are provided with appropriate information regarding the processing of their Personal Data, including by means of a transparent and easily accessible privacy notice.
  - 1.4.2 all instructions given by it to Akkroo in respect of Personal Data shall at all times be in accordance with all applicable laws including Data Protection Laws; and
- 1.5 The Customer shall not withhold, delay or condition its agreement to any change to this Agreement or the Services requested by Akkroo in order to ensure the Services and Akkroo (and each Sub-Processor) can comply with Data Protection Laws.

#### 2 Instructions and details of processing

- 2.1 Insofar as Akkroo processes Protected Data on behalf of the Customer, Akkroo:
  - 2.1.1 unless required to do otherwise by Applicable Law, shall process the Protected Data only on and in accordance with the Customer’s documented instructions as set out in this paragraph 2 and Data Processing Details set out below (**Processing Instructions**);



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- 2.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, 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
- 2.1.3 shall inform the Customer if Akkroo becomes aware of a Processing Instruction that, in Akkroo's opinion, infringes Data Protection Laws, provided that this shall be without prejudice to paragraphs 1.3 and 1.4.
- 2.2 The processing of Protected Data to be carried out by Akkroo under this Agreement shall comprise the processing set out in the Data Processing Details set out below, as may be updated from time to time by agreement between the parties.
- 3 Technical and organisational measures**
- 3.1 Akkroo shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Protected Data), confidentiality and integrity of Protected Data, as set forth in set out in the Data Processing Details set out below (Technical and organisational security measures).
- 4 Using staff and other processors**
- 4.1 The Customer acknowledges that Sub-Processors are essential in order for Akkroo to provide the Services. The Customer provides general written authorisation to Akkroo to engage Sub-Processors to perform the Services. Akkroo shall notify the Customer of any additions to its Sub-Processors. The Customer shall be given the opportunity to object to any new Sub-Processor and state its grounds for doing so. The Customer acknowledges that objecting to the use of a Sub-Processor may prevent Akkroo from continuing to provide the Services to the Customer. In the event that Akkroo is unable to adequately address those objections, either party may terminate this Agreement upon notice without liability to the other. For the avoidance of doubt, in such circumstances Akkroo shall not be obliged to refund any Subscription Fees paid by the Customer. Additionally, the Customer hereby provides specific authorisation in respect of the following Sub-Processors include: Amazon Web Services (for hosting services); Keen.io (data store for product & service performance analysis); SendGrid (email dispatch platform); TaskEater (business card transcription service).
- 4.2 Akkroo shall:
- 4.2.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract substantially on the standard terms of business of that Sub-Processor, or containing materially the same obligations as under this Addendum, that is enforceable by Akkroo;
- 4.2.2 ensure each such Sub-Processor complies with all such obligations; and
- 4.2.3 remain fully liable for all the acts and omissions of each Sub-Processor which constitutes a breach of these terms as if they were its own.
- 4.3 Akkroo shall ensure that all its personnel authorised by it to process Protected Data are subject to an obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law).
- 5 Assistance with the Customer's compliance and Data Subject rights**
- 5.1 Akkroo shall refer all Data Subject Requests it receives to the Customer within 7 days of receipt of the request.
- 5.2 In addition, to the extent that the Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Akkroo shall upon the Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Akkroo is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. The Customer shall pay Akkroo's reasonable charges calculated on a time and materials basis at Akkroo's then current rates for any assistance provided pursuant to such request.
- 5.3 Akkroo shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Akkroo) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
- 5.3.1 security of processing;
- 5.3.2 data protection impact assessments (as such term is defined in Data Protection Laws);



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- 5.3.3 prior consultation with a Supervisory Authority regarding high risk processing; and
- 5.3.4 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 Akkroo's reasonable charges for providing such assistance, such charges to be calculated on a time and materials basis at Akkroo's then-current rates.

## 6 International data transfers

- 6.1 The Customer agrees that Akkroo may transfer Protected Data to Sub-Processors in countries outside the United Kingdom, provided all such transfers shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws.

## 7 Records, information and audit

- 7.1 Akkroo shall maintain, in accordance with Data Protection Laws binding on Akkroo, written records of all categories of processing activities carried out on behalf of the Customer.
- 7.2 Akkroo shall, in accordance with Data Protection Laws, contribute and allow for audits either by (at its option): (i) making available to the Customer interviews with Akkroo personnel, and such reports, audits or other information in its possession as it considers appropriate, which the Customer must treat confidentially under the confidentiality provisions of this Agreement or under a non-disclosure agreement concluded between the Parties; or (ii) responding to a written security questionnaire submitted to it by the Customer provided that the Customer will not exercise this right more than once per year and will hold Akkroo's responses in confidence under the confidentiality provisions of this Agreement.

## 8 Breach notification

- 8.1 In respect of any Personal Data Breach involving Protected Data, Akkroo shall, without undue delay:
  - 8.1.1 notify the Customer of the Personal Data Breach; and
  - 8.1.2 provide the Customer with details of the Personal Data Breach;
  - 8.1.3 co-operate with the Customer to respond to the Personal Data Breach. Response may include: identifying key partners, investigating the Personal Data Breach, providing regular updates, and determining notice obligations.

## 9 Deletion or return of Protected Data and copies

- 9.1 Akkroo shall, at the Customer's written request, either delete or return all the Protected Data to the Customer within a reasonable time after the earlier of:
  - 9.1.1 the end of the provision of the relevant Services related to processing; or
  - 9.1.2 once processing by Akkroo of any Protected Data is no longer required for the purpose of Akkroo's 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, Akkroo shall inform the Customer of any such requirement).

### Customer

Name:

Position:

Signature and date:

### Akkroo Limited

Name: Aleksandra Pecyna

Position: Contracts and Compliance Manager

Signature and date:  14th March 2019



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## DATA PROCESSING DETAILS

- 1 Subject-matter of processing:**  
Any personal data comprised within customer leads, customer accounts, customer opportunities, customer contact information and details of specific transactions input by Customer into the Akkroo platform
  
- 2 Duration of the processing:**  
For the duration of the provision of the Services
  
- 3 Nature and purpose of the processing:**  
To provide the Akkroo service to the Customer
  
- 4 Type of Personal Data:**  
Name, email address, business phone number, job title, extent and nature of interactions with Customer's sales or operational teams, plus any data in fields in the Akkroo application which are specified by the Customer
  
- 5 Categories of Data Subjects:**  
Clients and potential clients of Customer, or staff of the same
  
- 6 Technical and Organisational Security measures applied to the Protected Data.**  
As set out in the at the "Our Approach to Data Security" section of the Akkroo website at <https://akkroo.com/security#approach>, or such other website address as may be notified to the Customer from time to time, as such section may be amended by Akkroo in its sole discretion from time to time.