

# INTUTO DATA PROCESSING ADDENDUM

This Data Processing Addendum (the Addendum) forms part of the Intuto Terms of Service (and any ancillary or related documentation), as updated or amended from time to time (the Agreement), between the Customer (as identified on page 3 below) and Intuto. All capitalised terms not defined in this Addendum shall have the meaning set out in the Agreement.

## HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum has been pre-signed by Intuto.
2. If Intuto processes personal data on behalf of a Intuto customer that qualifies as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (an Eligible Customer), such Eligible Customer may execute this Addendum. Eligible Customers can complete this Addendum by:
  - (a) Completing the information in the signature box and counter-signing on page 3; and
  - (b) Submitting the completed and signed Addendum to Intuto at support@Intuto.com. Any questions regarding this Addendum should be sent to privacy@Intuto.com.
3. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

## APPLICATION OF THIS ADDENDUM:

If the entity signing this Addendum is an Eligible Customer at the date of counter-signature, this Addendum will form part of the Agreement.

If the entity signing this Addendum is not an Eligible Customer at the date of counter-signature, this Addendum will not be valid or legally binding.

The parties agree that the obligations under this Addendum that are specific to the EU General Data Protection Regulation (Regulation 2016/679) shall not apply until the later of the Eligible Customer counter-signature or the date the EU General Data Protection Regulation (Regulation 2016/679) has come into full force and effect.

## 1. Data Protection

1.1. Definitions: In this Addendum, the following terms shall have the following meanings:

- (a) "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law; and
- (b) "Applicable Data Protection Law" shall mean: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679);

1.2. Relationship of the parties: Customer (the controller) appoints Intuto as a processor to process the personal data described in the Agreement (the "Data") for the purposes described, and the terms set out, in the Agreement, including, for the avoidance of doubt, to provide Customer with, and update and improve, Intuto's services (or as otherwise agreed in writing by the parties) (the "Permitted Purpose"). Each party shall

1.3. Prohibited data: Unless explicitly requested by Intuto to do so, Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Intuto for processing.

1.4. International transfers: Intuto shall not transfer the Data outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European

Commission has decided provides adequate protection for personal data (e.g., New Zealand), to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

1.5. Confidentiality of processing: Intuto shall ensure that any person it authorises to process the Data (an "Authorised Person") are subject to a duty of confidence.

1.6. Security: Intuto shall implement technical and organisational measures, as set out in Annex A, which may be amended and updated from time to time, 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").

1.7. Subprocessors: Customer consents to Intuto engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) Intuto maintains an up-to-date list of its subprocessors, which shall be available on its website on or before 25 May 2018, which it shall update with details of any change in subprocessors at least 30 days prior to the change; (ii) Intuto imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) Intuto remains liable for any breach of this Addendum that is caused by an act, error or omission of its subprocessor. Customer may object to Intuto's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Intuto will either not appoint or replace the subprocessor or, if this is not reasonably possible, in Intuto's sole discretion, Customer may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Customer up to and including the date of suspension or termination).

1.8. Cooperation and data subjects' rights: Intuto shall provide reasonable and Intuto assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; 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 Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Intuto, Intuto shall promptly inform Customer providing full details of the same.

1.9. Data Protection Impact Assessment: If Intuto 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 inform Customer and provide reasonable cooperation to Customer in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

1.10. Security incidents: If it becomes aware of a confirmed Security Incident, Intuto shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Intuto shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep Customer informed of all material developments in connection with the Security Incident.

1.11. Deletion or return of Data: Upon termination or expiry of the Agreement, Intuto will, on Customer's explicit request, delete or return the Data in its possession or control (in a manner and form decided by Intuto, acting reasonably). This requirement shall not apply to the extent

that Intuto is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Intuto shall securely isolate and protect from any further processing.

1.12. Audit: Intuto will, on request from the Customer, provide the Customer with such information as necessary to demonstrate its compliance with the obligations set out in this Addendum and shall (at the Customer's cost and on reasonable prior notice) cooperate with any audits, including inspections, conducted by the Customer or the Customer's nominated Auditor.

**Intuto Limited**

Signature:



Name: Richard Warren

Position: Chief Executive Officer

Date: 23 May 2018

Customer (name of organisation, as registered with Intuto):

Signature:

Individual name:

Position:

Date:

Email