

# SCHEDULE 5 – Data Protection Schedule

## 1 Definitions

1.1 This Data Protection Schedule applies when Condeco is Processing Customer Personal Data as part of the Services being provided to the End Customer.

1.2 In this Data Protection Schedule, the following terms shall have the meanings set out below in addition to the defined terms set out in the Terms of Service:

**Applicable Data Protection Laws** means (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, (ii) the Data Protection Act 2018 including any future replacement legislation in the UK; and/or (iii) any laws relating to data protection or privacy which apply to Condeco.

**Applicable Laws** means the laws of England and Wales or of any member of the European Union or by the laws of the European Union or any other country which are applicable to Condeco or a Subprocessor in processing Personal Data.

**Customer Personal Data** means any Personal Data Processed by Condeco on behalf of the End Customer in connection with the Agreement.

**EEA** means the European Economic Area.

**Subprocessor** means any person (including any third party and any Condeco Affiliate but excluding an employee of Condeco) appointed by or on behalf of Condeco or any Condeco Affiliate to Process Personal Data on behalf of the End Customer in connection with the Agreement.

**Condeco Affiliate** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Condeco, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.3 The terms "**Data Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", and "**Processing**" shall have the same meaning as in the Applicable Data Protection Laws. The word "**include**" shall be construed to mean include without limitation.

## 2 Processing of End Customer Personal Data

2.1 Condeco shall:

2.1.1 comply with all Applicable Data Protection Laws in the processing of Customer Personal Data;

2.1.2 not process Customer Personal Data other than on the End Customer's documented instructions unless Processing is required by Applicable Data Protection Laws, in which case Condeco shall to the extent permitted by Applicable Data Protection Laws inform the End Customer of that legal requirement before the relevant Processing of that Personal Data;

2.1.3 notify the End Customer as soon as reasonably possible in the event that the End Customer's instructions, in Condeco's opinion, contravene any Applicable Data Protection Laws; and

2.1.4 ensure that any transfer of Customer Personal Data out of the EEA and the UK is carried out in accordance with Applicable Data Protection Laws and using a lawful transfer mechanism.

- 2.2 The Partner shall procure that the End Customer, as necessary for the provision of the Services and subject to the Agreement, instructs Condeco by this express written confirmation, to:
- 2.2.1 process Customer Personal Data (and hereby authorises Condeco to instruct each Subprocessor to do the same) at the agreed geographic location(s); and
  - 2.2.2 transfer Customer Personal Data to Subprocessors and Condeco Affiliates based outside of the EEA, as set out at (<https://www.condecosoftware.com/privacy-policy/>) and subject to the condition that any such transfer is in full compliance with the GDPR and Applicable Data Protection Laws on the basis of existing Standard Contractual Clauses or other lawful mechanism. Condeco shall not transfer Personal Data to any entities not named on Condeco's Subprocessor list.
- 2.3 The Partner and/or End Customer shall ensure that any instructions it gives to Condeco in relation to the Customer Personal Data shall be lawful.
- 2.4 In relation to the Customer Personal Data:
- 2.4.1 the Partner will ensure that the End Customer (where it acts as a Data Controller in respect of Personal Data) has all necessary consents, processes and notices in place to enable the lawful transfer of the personal data to Condeco for the duration and purposes of the Agreement;
  - 2.4.2 the subject matter of the Processing is the use of the Services by the End Customer and the Users;
  - 2.4.3 the duration of the Processing is the duration of the Agreement plus any retention periods set out in the Agreement;
  - 2.4.4 the nature and purpose of the Processing is to enable Condeco to provide and the End Customer to receive the Services;
  - 2.4.5 the types of Personal Data to be Processed may include the following:
    - Personal IDs such as First Name and Surname;
    - Business email addresses;
    - Business phone numbers; and
    - Information about room bookings and desk usage, including location data.
  - 2.4.6 the categories of Data Subject are users of the Services and occupants of premises where the Services are used, and may include Employees and Visitors.

### 3 Condeco Personnel

Condeco shall take reasonable steps to ensure the reliability of their respective employees, agents or contractor who may have access to the Customer Personal Data, ensuring in each case that access is limited to those individuals who need to know/access the relevant Customer Personal Data, as necessary for the purposes of the Agreement, and that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### 4 Security

Taking into account 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, Condeco shall in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Condeco's technical and organisational measures are set out in Condeco's Information Security Management Toolkit.

### 5 Subprocessing

- 5.1 The Partner authorises, and shall procure that the End Customer authorises, Condeco to appoint (and permit each Subprocessor appointed in accordance with this paragraph 5 to appoint) Subprocessors in accordance with this paragraph 5.

- 5.2 Condeco shall inform the Partner (following which the Partner shall inform the End Customer) of the appointment of any new Subprocessor by naming the new Subprocessor in the list of Subprocessors on the Website, (<https://www.condecosoftware.com/privacy-policy/>). If, within 14 days of publication of that information, the Partner and/or the End Customer notifies Condeco in writing of any objections (on reasonable grounds) to the proposed appointment Condeco shall take reasonable steps to address the objections raised by the Partner and/or the End Customer and shall provide the Partner and/or the End Customer with a reasonable written explanation of the steps taken. If the Partner and/or the End Customer remains dissatisfied with such explanation, then the Partner shall be entitled to terminate the Framework within 30 days' of the Partner's notification above (including any Order Form(s)) with immediate effect.
- 5.3 With respect to each Subprocessor, Condeco shall:
- 5.3.1 ensure that the arrangement between on the one hand Condeco, or the relevant intermediate Subprocessor; and on the other hand, the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in the Agreement;
  - 5.3.2 provide to the Partner for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Schedule) as the Partner may request from time to time.
  - 5.3.3 remain fully liable to the Partner for any breach or non-compliance directly caused by the performance of the Subprocessor
- 5.4 Condeco shall ensure that each Subprocessor performs the obligations under the written contract referred to in paragraph 5.3.1.

## 6 Data Subject Rights

- 6.1 Taking into account the nature of the Processing, Condeco shall implement appropriate technical and organisational measures to aid the fulfilment of the End Customer's obligations as a Data Controller to respond to requests to exercise Data Subject rights under Applicable Data Protection Laws. Condeco's technical and organisational measures are set out in Condeco's Information Security Management Toolkit.
- 6.2 Condeco shall:
- 6.2.1 promptly notify the Partner and/or End Customer if it receives a request from a Data Subject under the Applicable Data Protection Laws in respect of Customer Personal Data; and
  - 6.2.2 ensure that Condeco and any Subprocessor does not respond to that request except on the documented instructions of End Customer or as required by Applicable Laws, in which case Condeco shall to the extent permitted by Applicable Laws inform End Customer of that legal requirement before Condeco or the Subprocessor responds to the request.

## 7 Personal Data Breach

- 7.1 Condeco shall notify the Partner promptly, and without undue delay, upon Condeco becoming aware of a Personal Data Breach affecting Customer Personal Data, providing the Partner with sufficient information to allow the Partner and/or the End Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Data Protection Laws.
- 7.2 Condeco shall co-operate with Partner and take such reasonable commercial steps as are directed by Partner to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## 8 Data Protection Impact Assessment and Prior Consultation

Condeco shall provide reasonable assistance to the Partner with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Partner reasonably considers to be required of the Partner by article 35 or 36 of the GDPR or equivalent provisions of any other Applicable Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, Condeco.

## 9 Deletion or return of Customer Personal Data

- 9.1 Subject to clauses 9.2 and 9.3 Condeco shall promptly and in any event within 90 days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of that Customer Personal Data.
- 9.2 Subject to paragraph 9.3, the Partner may in its absolute discretion by written notice to Condeco within 30 days of the Cessation Date request that Condeco (a) return a complete copy of all Customer Personal Data to the End Customer by secure file transfer in a commonly used format; and (b) delete and procure the deletion of all other copies of Customer Personal Data Processed by Condeco. Condeco shall comply with any such written request within 45 days.
- 9.3 Condeco and any Subprocessor may retain Customer Personal Data to the extent required by Applicable Law and only to the extent and for such period as required by Applicable Laws and always provided that Condeco shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 9.4 Condeco shall provide, on request, written certification to the Partner that it has fully complied with this paragraph 9 within 120 days of the Cessation Date.

## 10 Audit rights

- 10.1 Subject to paragraph **Error! Reference source not found.**, Condeco shall on reasonable notice and during its usual business hours make available to the Partner and/or End Customer on request all information necessary to demonstrate compliance with paragraphs 2 to 9, and shall allow for and contribute to audits, including inspections, by the Partner and/or End Customer or an auditor mandated by the Partner and/or End Customer in relation to the Processing of the Customer Personal Data by Condeco.
- 10.2 The End Customer shall give Condeco reasonable notice of any audit or inspection to be conducted under paragraph 10.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing any damage, injury or disruption to Condeco's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection