

UPDATED GDPR AGREEMENT (OCTOBER 2019)

The purpose of this GDPR Agreement is to update our terms and conditions to reflect current GDPR regulations. All Clients agree to abide by this GDPR Agreement unless otherwise mutually agreed in writing.

This GDPR Agreement forms a part of our business terms and should be carefully reviewed.

This GDPR Agreement may be updated from time to time to reflect the then current legislative requirements of handling Personally Identifiable Information (PII).

Failure to explicitly accept this Agreement does not in any way reduce the legal obligation of the Client to comply with its terms and those of the then relevant Data Protection Legislation.

“Client” and “you” refers to you, our Client, in the context of any services that we may provide to you.

“Data Protection Legislation” and “GDPR” means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

“UK Data Protection Legislation” means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

“Personally Identifiable Information” and “Personal Information” have the same meaning as may be defined by the then relevant GDPR guidelines which may be available at www.ico.org.uk and as outlined in the attached Schedule 1.

“TopSource”, “Payroll Bureau”, “Epsilon” and/or “The Company” shall each or all refer individually or collectively to TopSource Global Solutions Ltd. and or its trading businesses or subsidiaries.

1. GDPR

- 1.1. The parties acknowledge that for the purposes of Data Protection Legislation, the Client is the data controller and THE COMPANY is the data processor (where “Data Controller” and “Data Processor” have the meanings as defined in the Data Protection Legislation). Schedule 1 sets out the scope, nature and purpose of processing by THE COMPANY, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, “Personal Data”) and categories of Data Subject (as defined in the Data Protection Legislation, “Data Subject”).

1.2. Client, as Data Controller, will comply with the applicable requirements of Data Protection Legislation. In addition, Client agrees:

- 1.2.1. it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to THE COMPANY for the duration and purposes of this Agreement;
- 1.2.2. any disclosure and the method or such disclosure of Personal Data made by it to THE COMPANY is made in accordance with the Data Protection Laws;
- 1.2.3. to ensure that Client employees, or those whose Personal Data is provided to THE COMPANY, are aware that THE COMPANY is a data processor acting on behalf of the Client for the purposes specified in this Agreement;
- 1.2.4. to accept that this Agreement constitutes written authorisation to process the Personal Data provided by Client to THE COMPANY for the purposes only specified by the Client;
- 1.2.5. to indemnify and hold harmless THE COMPANY from any inappropriate or unsecure transmission of Personal Data from by Client to THE COMPANY which may breach the then current Data Protection Legislation;
- 1.2.6. to ensure that Client has a designated data protection compliance partner within its business who is responsible for the policies related to data protection.

1.3. THE COMPANY, acting as Data Processor, will comply with the applicable requirements of Data Protection Legislation. THE COMPANY shall:

- 1.3.1. act only on the written instructions from Client in respect of any data processed by THE COMPANY under this Agreement and THE COMPANY must promptly notify the Client if, in its opinion, the Client's instruction would not comply with the Data Protection Legislation;
- 1.3.2. have appropriate technical and organisational measures in place to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from such unauthorised or unlawful processing or loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring

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- confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 1.3.3. take all reasonable steps to ensure the reliability, education and training of any of its employees or contractors who have access to the Personal Data processed in connection with this Agreement and ensure that all relevant employees or contractors have signed an appropriate confidentiality agreement relating to this;
 - 1.3.4. to the extent permitted under clause 1.4 of this Agreement, ensure that any third-party processing agreements are in place and are compliant with Data Protection Legislation and make such agreements available to Client as may be requested from time to time;
 - 1.3.5. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - 1.3.5.1. the Client or THE COMPANY has provided appropriate safeguards in relation to the transfer;
 - 1.3.5.2. the Data Subject has enforceable rights and effective legal remedies;
 - 1.3.5.3. THE COMPANY complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 1.3.5.4. THE COMPANY complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - 1.3.6. treat all Personal Data with due care and encourage Client to do the same;
 - 1.3.7. assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
 - 1.3.8. notify the Client without undue delay on becoming aware of a Personal Data breach;

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- 1.3.9. provide Client with complete and accurate record and information that may be required from time to time by to demonstrate its compliance with this entire clause 1 and the General Data Protection Legislation;
- 1.3.10. allow Client or the Client's designated auditor from time to time to audit THE COMPANY'S compliance with this clause 1 and the General Data Protection Legislation.
- 1.4. The Client consents to THE COMPANY appointing only those entities which are wholly-owned subsidiary operations of THE COMPANY as a third-party processor of Personal Data under this Agreement. THE COMPANY confirms that it has entered or (as the case may be) will enter with each third-party processor into a written agreement incorporating terms which are substantially similar to those set out in the clause 1. As between the Client and THE COMPANY, THE COMPANY shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 1.4.
- 1.5. Both parties agree to indemnify, keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other, or for which the other may become liable due to any failure by offending party or its employees, subcontractors or agents to comply with any of its obligations under this Agreement or the Data Protection Legislation.
- 1.6. Any limitation or exclusion of liability set forth in this Agreement will not apply to the indemnity obligations in clause 1.5 or related reimbursement obligations.

SCHEDULE 1 - Processing, Personal Data and Data Subjects

1. Processing by THE COMPANY

1.1. Scope

1.1.1. All processing as may be required to keep you, our Client, compliant with PAYE and other statutory obligations as they may relate to payroll and the necessary deductions (both PAYE taxable and National Insurance) as may be required from time to time.

1.1.2. The purpose of such processing is to ensure you, our Client, are meeting your statutory obligations as a business, and your legal obligations as an employer in a manner compliant with tax and other regulations that may relate to role as an employer.

1.2. Nature and Purpose of processing

1.2.1. Solely for the purposes of operating a compliant PAYE scheme for and on your behalf. This is the legal basis on which we have agree to work for you, our Client.

1.3. Duration of the processing

1.3.1. Ongoing and subject to the terms of our standard terms and conditions.

2. Types of personal data

2.1. Name

2.2. Address

2.3. Gender

2.4. Marital Status

2.5. Date of Birth

2.6. NI Number

2.7. Bank Details

2.8. Salary details

2.9. Pension details

2.10. Other such data as may be deemed necessary by you, by THE COMPANY, or as mandated by statutory requirements for the compliant processing of payroll

3. Categories of data subject

3.1. Employees of the Client

3.2. Contractors of the Client

3.3. Directors of the Client

4. Method of data sharing

The Client agrees at all times to share data in a secure manner which may include, but is not limited to (if sent electronically), encrypting the data, including a password on files, and ensuring that any data is free from viruses or other malware which may cause further harm to THE COMPANY. Failure to adequately protect all Personal Information (in any form) when sharing such data with THE COMPANY will be considered a breach of this Agreement.

THE COMPANY will endeavour to provide the Client with secure alternatives for data sharing to assist with the Client's compliance with this obligation. However, THE COMPANY is not liable for the Client's failure to meet its own obligations under the Data Protection Legislation.