

2 Simple Ltd - Data Processing Agreement

1 Introduction

1.1 This data processing agreement ("**Data Processing Agreement**") applies to the existing terms and conditions ("the Agreement") for services between 2 Simple Ltd ("2Simple") and you.

1.2 By this Data Processing Agreement the terms of the Agreement are amended to address 2Simple's and your respective rights, duties and obligations arising as a result of the implementation of Data Protection Legislation, where 2Simple is acting in its capacity as a Processor and you acting in your capacity as a Controller under Data Protection Legislation.

2. Amendment of Agreement

2.1 This Data Processing Agreement amends all existing provisions relating to the rights, duties and obligations under applicable Data Protection Legislation between 2Simple and you.

2.2 It is agreed that rights, duties and obligations under Data Protection Law shall be amended by the terms of this Data Processing Agreement.

2.3 In the event of any conflict between the provisions contained in the Agreement and this Data Processing Agreement, the provisions of this Data Processing Agreement shall prevail.

3. Definitions

3.1 In this Data Processing Agreement, unless the context indicates otherwise:

"**Controller**" has the meaning given to it in the Data Protection Legislation.

"**Data Protection Legislation**" means national laws implementing the Data Protection Directive (95/46/EC), the Directive on Privacy and Electronic Communications (2002/58/EC), the General Data Protection Regulation (2016/679) and any other applicable laws or regulations relating to data protection, data privacy or similar matters.

"**Data Subject**" has the meaning given to it in the Data Protection Legislation.

"**EU Law**" means European Union law as implemented by the United Kingdom.

"**Personal Data**" means any personal data (as such term is defined in Data Protection Legislation) relating to individuals obtaining or accessing 2Simple's services from or through you, Processed under or in connection with the Agreement.

"**Personal Data Breach**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

"**Processing**" has the meaning given to it in the Data Protection Legislation.

"**Processor**" has the meaning given to it in the Data Protection Legislation.

"**Restricted International Transfer of Personal Data**" means a transfer of Personal Data by a person: (a) from a country which has Data Protection Legislation that imposes restrictions on extra-territorial transfers of Personal Data; (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export.

"**IDTA**" means the standard contractual clauses for the transfer of personal data to processors established in third countries in the form approved from time to time by the EU Commission or other relevant government, regulatory, or supervisory authority.

4. Details of Processing of Personal Data

4.1 The scope and purpose of the Processing carried out by 2Simple under the Agreement is as follows:

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4.1.1 The purpose of the Processing is to provide or support the provision of services under the Agreement to you and otherwise carry out obligations or exercise rights under the Agreement, for the term of the Agreement.

4.1.2 The Data Subjects are any individual persons who obtain or access 2Simple's services from or through you.

4.1.3 The Personal Data processed includes but is not limited to identifying numbers, contact information, location information, personal expressions or preferences, information relating to education, history, information relating to educational activities, personal records, correspondence, and, in limited circumstances, special categories of personal data and any other categories of Personal Data that are stated in the Agreement to be Processed by 2Simple on your behalf.

5. Obligations of 2Simple

5.1 In relation to the Processing of Personal Data, 2Simple shall:

5.1.1 Only Process Personal Data on your documented instructions in accordance with the Agreement, unless required to Process that Personal Data for other purposes by EU Law. Where such a requirement is placed on 2Simple, it shall provide prior notice to you unless the relevant law prohibits the giving of notice on important grounds of public interest.

5.1.2 Promptly inform you if, in its opinion, your instructions would be in breach of Data Protection Legislation.

5.1.3 Promptly notify you of any requests from Data Subjects exercising their rights under Data Protection Legislation in relation to Personal Data, and assist you within such reasonable timescales as may be specified by you with all requests received by you or 2Simple from Data Subjects exercising such rights.

5.1.4 Unless prohibited from doing so by applicable law provide reasonable assistance to you within such timescale as may be specified by you so as to enable you to comply with your obligations under Data Protection Legislation including, without limitation, in respect of the duties to ensure that Personal Data is kept secure, notify a breach of Personal Data, conduct privacy impact assessments (and any related consultations), and maintain all documentation of processing operations.

6. Breach Notification

6.1 In the event 2Simple becomes aware of or suspects that there has been a Personal Data Breach, it shall promptly, and in any event no later than 48 hours after so becoming aware or so suspecting, notify you of the known or suspected breach.

7. Restricted International Transfer of Personal Data to 2Simple

7.1 In the event of any Restricted International Transfer of Personal Data arising in relation to 2Simple, 2Simple shall take such measures as you may reasonably specify to ensure that such transfer complies with Data Protection Legislation, including without limitation entering into (or procuring that such other persons or entities as you may reasonably specify enter into) an IDTA.

8. Restricted International Transfer of Personal Data by or on behalf of 2Simple

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8.1 2Simple shall not carry out any Restricted International Transfer of Personal Data itself or procure that such a transfer is carried out on its behalf unless it has:

8.1.1 Obtained your prior written consent.

8.1.2 Taken such measures as you may reasonably specify to ensure that such transfer complies with Data Protection Legislation, , including without limitation entering into (or procuring that such other persons or entities as you may reasonably specify enter into) an IDTA.

9. Subcontractors

9.1 You will provide a general authorisation for 2Simple to engage Subcontractors, 2Simple shall maintain an up-to-date list of all Subcontractors it engages to Process Personal Data. 2Simple shall provide such list to you on request.

9.3 The subcontract between 2Simple and any Subcontractor Processing Personal Data will impose obligations on the Subcontractor that are equivalent to those set out in this Data Processing Agreement.

10. Indemnity

10.1 2Simple shall indemnify you up to the amount paid by you to 2Simple over the preceding 12 (twelve) months prior to any claim by you for direct liabilities, fines and damages incurred, including as a result of a third party claim made against you (including any claim, proceedings, suit or action by any governmental, regulatory, supervisory or administrative body or Data Subject), directly arising as a result of any breach by 2Simple of its obligations under this Data Processing Agreement.

11. Audit

11.1 At your request 2Simple shall provide evidence of its compliance with this Data Processing Agreement, and allow you to audit at your cost that compliance (either itself or by using an auditor agreed with you).

12. Return of Personal Data on Termination of Agreement

12.1 Upon termination of the Agreement with you for any reason, 2Simple shall promptly delete all related Personal Data in 2Simple's possession and provide confirmation of such deletion save that 2Simple may retain a copy of any Personal Data to the extent it is obliged to do so by EU Law or Data Protection Legislation.

13. Your Obligations

13.1 You are a Controller in respect of Personal Data Processed by 2Simple, and shall comply with your obligations under Data Protection Legislation in relation to Processing Personal Data.

14. General Provisions

14.1 To the extent that 2Simple acts as Controller in respect of Personal Data, 2Simple shall comply with Data Protection Legislation and shall ensure that it provides Data Subjects with a notice describing its Processing in accordance with Data Protection Legislation.

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14.2 2Simple shall inform you without undue delay if 2Simple suspects that Personal Data which is in 2Simple's possession or under its control is threatened with seizure or confiscation (including without limitation through bankruptcy or settlement proceedings or other actions of a third party). 2Simple shall initiate all reasonable measures to protect your rights and position by, in particular, informing all relevant third parties that ownership and control over the Personal Data lies with you.

2 Simple Ltd