



## **Premier Furniture International Ltd**

Premier Furniture International Ltd  
Chesterfield House, 156 Brooker Road,  
Waltham Abbey, Essex EN9 1JH, ENGLAND  
Tel: +44(0)1992 713855 Fax: +44(0)1992 700305

### **Data Processor's Obligations**

1. The Data Processor shall not sub-contract any duties or obligations arising under this Agreement without the prior written consent of the Data Controller, such consent not to be unreasonably withheld or delayed.
2. The Data Processor shall:
  - 2.1. Only process the Personal Data in accordance with the terms of this Addendum or any further documented instructions from the Data Controller and solely in relation to the performance thereof. If in the reasonable opinion of the Data Processor any such term or instruction infringes the General Data Protection Regulations ("GDPR") the Data Processor shall immediately inform the Data Controller of such infringement;
  - 2.2. Ensure that persons employed to process the Personal Data have been required to commit themselves in writing via an employment agreement or some other contractual document to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 2.3. Assess and implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the Customer represented by the processing, including as appropriate:
    - 2.3.1. the pseudonymisation and/or encryption of Personal Data;
    - 2.3.2. the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services;
    - 2.3.3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
    - 2.3.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
  - 2.4. In assessing the appropriate level of technical and organisational measures required to undertake the processing and ensure security as per clause 2.3 above, the Data Processor shall take account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data of the type being transmitted, stored or otherwise Processed.
  - 2.5. The Data Processor shall, taking into account the nature of the processing, assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, to enable the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
  - 2.6. The Data Processor shall assist the Data Controller in the compliance of its obligations pursuant to Article 32-36 of the GDPR;

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- 2.7. The Data Processor shall, at the choice of the Data Controller, delete or return all the Personal Data to the Data Controller after the end of the provision of the processing services, and delete existing copies unless copies of the Personal Data need to be retained for compliance with the Data Processor's statutory obligations.
- 2.8. The Data Processor shall make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and, if requested, contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller.
- 2.9. Where the Data Processor engages a sub-processor to carry out specific processing activities on behalf of the Data Controller, the Data Processor must enter into a contract with the sub-processor on terms mirroring those contained in this agreement insofar as they relate to data processing. The Data Processor shall remain fully liable to the Data Controller for the performance of sub-processor's obligations.
- 2.10. The Data Processor must keep electronic records of its processing activities performed on behalf of the Data Controller, including:
  - 2.10.1. the details of the Data Controller/ Data Processor and any representatives, sub-processors and data protection officers;
  - 2.10.2. the categories of processing activities performed;
  - 2.10.3. information regarding cross-border data transfers, if any; and
  - 2.10.4. a description of the technical and organisational security measures implemented in respect of the processed data.
- 2.11. The Data Processor must notify any Data Breach to the Data Controller (at the Data Protection Officer details in the Schedule below, as soon as possible after it becomes aware of the same. Such notice can be given verbally but must be followed up in writing within 24 hours with the following details: the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- 2.12. Regarding transfers of Personal Data to a third country or an international organisation, such shall only be undertaken on the instruction of the Data Controller save where the Data Processor is required to do so by law; in which case, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

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Company No: 5164815  
VAT Registration No: 873 0217 38



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### *Data Protection Warranties, Indemnities and Survival*

- 3.1. Notwithstanding any other provision of this Agreement, the Parties warrant that, upon receipt of Personal Data, each shall duly observe all its obligations as a Data Controller and/or Data Processor under the Data Protection Act ("DPA") and the GDPR, which arise in connection with the Processing and the performance of its respective rights and obligations under this Agreement.
  - 3.2. Each Party (the "Defaulting Party") shall indemnify and keep indemnified the other Party in full and hold harmless against all claims and proceedings and all liability, loss, costs, fine and expenses (including reasonable legal fees) suffered or incurred by the other Party arising from or in connection with the Defaulting Party's proven unauthorised and/or unlawful Processing or destruction and/or damage to any Personal Data Processed by the Defaulting Party, its employees or agents and/or the Defaulting Party's failure to comply with its obligations under this agreement (Data Processor Obligations).
  - 3.3. The provisions of this agreement (Data Processor Obligations) are expressly agreed by the Parties to survive any termination of this Agreement, however arising.
4. The definitions used in this Addendum shall be those set out in the GDPR.

This Addendum shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.