

VPoint Data Processing Addendum (v.2022.1)

This Data Protection Addendum is applicable to any processing of personal data as part of our provision to you of the VPoint Platform ("**Services**"), and is an addendum ("**Addendum**") to the Vistra terms and conditions governing your access to and use of the Services ("**Agreement**").

1. Definitions

1.1 In this Addendum:

- (a) "**Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", and "**Personal Data Breach**" shall have the meanings as defined in the Data Protection Legislation;
- (b) "**Data Protection Legislation**" means (a) where the applicable law is that of the United Kingdom, the UK GDPR; and (b) where the GDPR applies, the GDPR; and, in each case, any other data protection or privacy laws and regulations that may apply to either party's obligations when performing or receiving the Services;
- (c) "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- (d) "**UK GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;
- (e) "**Vistra Group**" means any of our direct or indirect subsidiaries or holding companies from time to time, and any subsidiary from time to time of any such holding company; and
- (f) "**we**", "**our**" or "**us**" means the Vistra contracting entity as defined in the Agreement and "**you**" and "**your**" refers to you, our client, as defined in the Agreement.

2. Data processing

2.1 To the extent that we process any Personal Data on your behalf while performing the Services, the parties agree that we shall do so as a Data Processor and that you shall be the Data Controller and in any such case we shall:

- (a) only carry out processing of any such Personal Data on your documented instructions as set out in the Agreement and as may be communicated by you to us from time to time;
- (b) take and/or implement appropriate technical and organisational measures against unauthorised or unlawful processing of such Personal Data, and against accidental loss, alteration or destruction of, or damage to, such Personal Data;
- (c) notify you without undue delay of any Personal Data Breach affecting such Personal Data;

- (d) not modify, amend or alter the contents of such Personal Data other than as necessary for the purposes of performing the Services;
- (e) not disclose or permit the disclosure of any such Personal Data to a Data Subject unless authorised by you. This obligation shall not apply where disclosure is required by law or regulation. In such circumstances we shall reasonably endeavour to provide prior notification to you of such disclosure, unless such notification is itself precluded by law;
- (f) only use and process such Personal Data in accordance with the terms of this Addendum and in compliance with the provisions of the Data Protection Legislation, and only then to the extent necessary for and in connection with the performance of the Services. This shall be without prejudice to clause 2.15 below;
- (g) only transfer such personal data to countries outside the European Economic Area or the United Kingdom, as applicable, subject to appropriate protections, such as standard contractual clauses approved by the European Commission;
- (h) on termination of the Agreement or any earlier termination of our right or obligation to process Personal Data on your behalf, and as otherwise directed by you in respect of such Personal Data, we shall either:
 - (a) destroy the Personal Data and all copies thereof;
 - (b) transfer the Personal Data to you or such other third party as you may direct; or
 - (c) archive the Personal Data subject to agreement on terms of archiving including costs,unless storage or other processing of the Personal Data is required by any laws or regulations we are subject to, or pursuant to any of our internal record keeping policies.

- 2.2 Clause 2.1(h) shall be without prejudice to our rights when we are the Data Controller in relation to any Personal Data.
- 2.3 If we receive any complaint, notice or communication which relates directly or indirectly to the processing of such Personal Data (including requests from Data Subjects for the exercising of their statutory rights), we shall notify you without undue delay and provide you with reasonable co-operation and assistance in relation to any such complaint, notice or communication. You shall be responsible for any costs arising from our provision of such assistance.
- 2.4 We shall provide reasonable assistance to you, having regard to the nature of processing and the information available to us, in order to assist you to comply with your obligations under the Data Protection Legislation (including the notification of a Personal Data Breach to the relevant Data Protection Authority and to the Data Subject(s) affected, and the preparation of data protection impact assessments, where appropriate). You shall be responsible for any costs arising from our provision of such assistance.
- 2.5 We shall keep and provide to you on request a record of our use of the Personal Data and processing activities in connection with the Services and shall make available to you such information as reasonably necessary (and, subject to the remainder of this sub-clause, allow for and contribute to audits or inspections) to demonstrate compliance with our data processing obligations set out in the Agreement and this Addendum. Any audits would have to be notified to us with no less than 30 days' prior written notice, shall be limited to one per year unless otherwise required by a supervisory authority, and you shall be responsible for any costs and expenses arising from our contribution to any such audits or inspections.

- 2.6 We shall ensure our employees or other representatives who are authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 2.7 We shall notify you without undue delay if we believe that any instruction provided by you to us is violating the Data Protection Legislation.
- 2.8 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any Personal Data or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or otherwise not fitting any relevant description or warranty, arising from their late arrival or non-arrival, or any other fault of yours.
- 2.9 We will not be liable for any claim brought by a Data Subject arising from any action or omission by us to the extent that such action or omission resulted from our fulfilment of your instructions.
- 2.10 Our (including any of our affiliated companies) total, aggregate liability under this Addendum shall be subject to our total, aggregate liability under the Agreement.
- 2.11 You hereby warrant and undertake that you have obtained all necessary permissions for us to process the Personal Data and that you are entitled to transfer the Personal Data to us for the purposes of us performing the Services in accordance with the Agreement. You further warrant and undertake that you have fully complied with, and shall fully comply with your obligations under the Data Protection Legislation regarding our processing of the Personal Data.
- 2.12 You shall defend and indemnify us including any of our affiliated companies against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us / them arising out of or in connection with any breach of the warranties contained in clause 2.11.
- 2.13 You specifically authorise all members of the Vistra Group and the third parties listed or referred to in the list below to act as sub-processors in connection with the performance of the Services.
- 2.14 We maintain and keep up to date a list of subprocessors in connection with the Services as can be accessed [here](#). Where we intend to make changes to the use of any of our subprocessors or engage a new subprocessor, this list shall be updated without undue delay. You shall be responsible for ensuring you regularly check this list for changes. Where you object to such a change (acting reasonably), you shall notify us within thirty (30) days from the update. In such case, we and you shall meet in good faith to discuss the objection, and if no agreement can be found, as your sole and exclusive remedy, you shall be entitled to terminate the Agreement on no less than 30 days' written notice.
- 2.15 For the avoidance of doubt, nothing in this engagement shall bind us, or create any obligation to you by us, in respect of our rights as Data Controller for instance in relation to any information collected for the purposes of credit control and market research purposes or to inform you about our services and products, legal developments and training sessions or events which we believe may be of interest to you, more details of which can be found in our applicable Privacy Notice at <https://www.vistra.com/privacy-notice>. We may share your personal information with other companies in our group, including for any of the above purposes. We may also share your information with business partners and suppliers with whom we may have outsourced certain of our business functions. External organisations may also conduct general audits and quality checks on us and we may share your information with those organisations as part of such audit or check.

2.16 In the event of any contradiction / inconsistency between the terms of this Addendum and any term in the Agreement in respect of any processing of Personal Data, the terms of this Addendum shall prevail.

Schedule 1 – Processing of data

<p>Type of data to be processed</p>	<p>Personal data provided to us by or on your behalf, including personal data provided directly to us by a Data Subject or third party. The personal data processed under our Agreement may include (depending upon the scope of the Services provided):</p> <ul style="list-style-type: none"> • name and contact information such as home or business address, job title, email address and telephone number; • biographical information including date of birth, tax identification number and passport number or national identity card details, country of domicile and/or nationality; • information relating to financial situation, such as income, expenditure, assets and liabilities, sources of wealth, as well as bank account details; • an understanding of the goals and objectives in procuring our Services; • information about employment (including payroll), education, family or personal circumstances, and interests, where relevant; and/or • information to assess whether a person may represent a politically exposed person or money laundering risk.
<p>Categories of data subject whose data will be processed</p>	<p>Personal data related to individuals associated with you (including your past, current and future shareholders, beneficial owners (including people with significant control), directors, officers, employees, professional advisers, agents and/or contractors).</p>
<p>Nature and purpose of processing</p>	<p>Such processing as is necessary to:</p> <ul style="list-style-type: none"> • enable us to provide the Services; • comply with our obligations and exercise our rights under our Agreement with you, including the collection, recording, organisation, use, disclosure, restriction, erasure or destruction of data; and • enable our Vistra Group companies and third party contractors who we use to provide the Services or part of the Services to carry out their functions.
<p>Duration of processing</p>	<p>The period of our Agreement and the longer of such additional period as is specified in the terms of the Agreement regarding data retention, is required in relation to any limitation period for contractual claims or is required for compliance with any applicable laws and regulations.</p>

