



Customer Data Processing Agreement



DATA PROCESSING AGREEMENT

Each Party confirms that it has read this Data Processing Agreement and agrees to be bound by it.

BACKGROUND

- (A) The Data Protection Laws requires that Processing by a Processor be governed by a contract that stipulates certain contractual obligations.
- (B) The terms of this Data Processing Agreement only apply to the extent that Zen is Processing Personal Data on behalf of the Customer.

1. EFFECTIVE DATE

- 1.1. The terms of this Data Processing Agreement shall apply with effect from the date on which Zen commences Processing of Personal Data on behalf of Customer.

2. DEFINITIONS AND INTERPRETATION

Adequacy Regulation	means any valid adequacy regulation as referred to in Article 45 of the UK GDPR
Customer	the party contracting with Zen under the Services Agreement
Controller	as defined in the applicable Data Protection Laws from time to time
Processor	as defined in the applicable Data Protection Laws from time to time
Data Subject	as defined in the applicable Data Protection Laws from time to time
Personal Data	as defined in the applicable Data Protection Laws from time to time
Personal Data Breach	as defined in the applicable Data Protection Laws from time to time
Processing	as defined in the applicable Data Protection Laws from time to time and (and related expressions, including process , processed and processes shall be construed accordingly)
Data Protection Laws	the: <ul style="list-style-type: none"> (a) the EU GDPR; (b) the UK GDPR and the UK DPA 2018; (c) any laws which implement or supplement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing
Data Protection Regulator	any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or

	supervisory authority, board or other body responsible for administering Data Protection Laws
EU GDPR	the General Data Protection Regulation, Regulation (EU) 2016/679)
GDPR	the EU GDPR and UK GDPR (as applicable in the circumstances)
Lawful Safeguards	means such legally enforceable mechanism(s) for Transfers of Personal Data as may be permitted under Data Protection Laws from time to time
Products	Any services and/or equipment provided by Zen to the Customer
Services Agreement	any agreement under which Zen provides Products to the Customer
Sub-Processor	any Processor engaged by Zen (or by any other Sub-Processor) for carrying out any Processing activities in respect of the Personal Data on behalf of the Customer
Transfer	has the same meaning as the word 'transfer' in Article 44 of the GDPR. Related expressions such as Transfers, Transferred and Transferring shall be construed accordingly
UK DPA 2018	the United Kingdom's Data Protection Act 2018
UK GDPR	the meaning given to that term in the UK DPA 2018
UK Personal Data	means any Personal Data to which the UK GDPR and UK DPA 2018 apply

3. Compliance with Law

- 3.1. The Customer shall, at all times, comply with all Data Protection Laws in connection with the Processing of Personal Data. The Customer shall ensure all instructions given by it to Zen in respect of Personal Data (including the terms of the Services Agreement) shall at all times be in accordance with all applicable law.
- 3.2. Zen acts as a Processor, and Customers and those entities (e.g., a customer of the Customer) that it permits to use the Products, act as Controllers under this Data Processing Agreement.

4. CHANGES TO THE CONTRACT

- 4.1. From the Effective Date, the provisions of this Data Processing Agreement shall apply in respect of all Personal Data processed by Zen as a Processor for the Customer.
- 4.2. The terms of the Services Agreement which apply to the Processing of Personal Data shall remain in force, however if these conflict with the provisions of this Data Processing Agreement, the provisions of the Data Processing Agreement shall prevail.

- 4.3. Other than as set out in this Clause 4, all other provisions of the Services Agreement shall remain in full force and effect.

5. INSTRUCTIONS

- 5.1. Schedule 1 sets out the scope, nature and purpose of Processing by Zen, the duration of Processing, the types of Personal Data and categories of Data Subject.
- 5.2. Zen shall not Process Personal Data other than on the Customer's documented instructions (including the Services Agreement) unless Zen must do so to comply with any applicable law, in which case Zen will inform the Customer before Processing unless prohibited by applicable law from doing so.
- 5.3. The Customer shall ensure that it has all the necessary appropriate consents and notices in place to enable the lawful transfer of Personal Data to Zen for the purposes of the Services Agreement.
- 5.4. The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Laws, and for the Processing instructions it gives to Zen.

6. SUB-PROCESSING AND PERSONNEL

- 6.1. Subject to Clause 6.2, Zen shall not subcontract any Processing of Personal Data which Zen processes as a Processor on behalf of the Customer as a Controller within the scope of this Data Processing Agreement without the Customer's prior consent.
- 6.2. The Customer hereby consents to Zen engaging (and/or dismissing) Sub-Processors listed on this page https://www.zen.co.uk/resources/docs/default-source/document-library/global-documents/personal-data-shared-with-third-parties.pdf?sfvrsn=af6df82d_4 to Process the Personal Data, provided that Zen shall:
- (a) Provide Customer with notice in advance of any intended additions or replacements to the list of Sub-Processors including full details regarding such Sub-Processor;
 - (b) Customer may object to the new Sub-Processor appointed by Zen if the Customer, in its reasonable discretion, believes that such new Sub-Processor in Processing the Personal Data would not comply with applicable Data Protection Laws, in which case the parties agree to negotiate in good faith a mutually agreeable alternative; and
 - (c) If the objection is valid and no such alternative is agreed within 30 days of the objection, the Customer will have the right to terminate, without penalty, any Products or services for which Personal Data would be Processed by the new Sub-Processor against which the objection was raised. If the Customer does not terminate within this 30 day period, Customer is deemed to have accepted the new Sub-Processor.

- 6.3. Zen shall enter into a written contract with each Sub-Processor that:
- (a) contains terms materially the same terms as those set out in this Data Processing Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of such contracts;
 - (b) remain fully liable to the Customer under this Data Processing Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
 - (c) ensure that all persons authorised by Zen or any Sub-Processor to process Personal Data are subject to a binding written contractual obligation to keep the Personal Data confidential.

7. International Transfers

- 7.1. The Customer consents to the Transfer and Processing of Personal Data by Zen outside the European Economic Area (EEA) and in the case of UK Personal Data, outside the United Kingdom provided that:
- (a) Zen, or its approved Sub-Processor, is Processing Personal Data in a territory which is subject to a current finding by the European Commission that the territory provides adequate protection for the privacy rights of individuals;
 - (b) In the case of UK Personal Data, Zen, or its approved Sub-Processor, is Processing UK Personal Data in a territory which is subject to any valid Adequacy Regulation; or
 - (c) Zen, or its approved Sub-Processor, Transfers Personal Data by way of Lawful Safeguards.

8. SECURITY

- 8.1. Zen shall adopt and maintain appropriate technical and organisational measures to ensure Personal Data is kept secure in accordance with our independently validated ISO 27001 ("**Security Policy**"). Customer is responsible for reviewing the information made available by Zen relating to data security and making an independent determination as to whether the Products meet Customer's requirements and legal obligations under Data Protection Laws. Zen may review and update its Security Policy from time to time, provided that any such updates shall not materially diminish the overall security of the Products or Personal Data.

- 8.2. Zen shall ensure that all personnel authorised by Zen or a Sub-Processor to Process Personal Data are:
- (i) informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
 - (ii) are aware both of Zen's duties and their personal duties and obligations under the Data Protection Laws and this Data Processing Agreement.

9. ASSISTANCE

- 9.1. Zen shall on request;

- (a) provide all information and assistance reasonably required by the Customer to enable it to comply with the Data Protection Laws in relation to Personal Data, including but not limited to the exercise of the rights of Data Subjects;
- (b) provide reasonable assistance (taking into account the nature of the Processing and information available to Zen) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
 - (i) security of Processing;
 - (ii) any data privacy impact assessments (as such term is defined in Data Protection Laws);
 - (iii) prior consultation with a Data Protection Regulator; and
 - (iv) notifications to the Data Protection Regulator and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,provided the Customer shall pay Zen's reasonable costs for the work, time, and expenses incurred by Zen or any Sub-Processor(s) in connection with providing the assistance in this Clause 9.1 at the rates set out in Zen's standard rates that are available upon request.
- (c) ensure that it has adequate processes and systems in place to comply with its obligations under this Clause 9.1;
- (d) as soon as reasonably possible, and in any event without undue delay, notify the Customer with full details if it:
 - (i) becomes aware of any Personal Data Breach in relation to the Services Agreement;
 - (ii) believes that instructions provided by the Customer in respect of the Processing of Personal Data are contrary to or would require it to act in a way contrary to the Data Protection Laws and/or applicable law; or

- (iii) receives any request (including from an individual or the Data Protection Regulator) to disclose any Customer Personal Data.

10. AUDITS

- 10.1. Zen shall, in accordance with Data Protection Laws, make available to the Customer on request such information that is in its possession or control as is necessary to demonstrate Zen's compliance with the obligations placed on it under this Data Processing Agreement and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this Clause 10). To the extent consistent with the forgoing, Zen shall, however, be entitled to withhold information where it is commercially sensitive or confidential to it or its other customers.
- 10.2. The Customer will provide at least 30 days' written notice of an audit, including details on the scope and any required evidence. Zen reserves the right to charge for any reasonable costs incurred for its preparation and compliance with the audit.

11. DELETION OF PERSONAL DATA

- 11.1. Upon Customer's request or instruction, or on termination of the Services Agreement, amend, transfer, delete, or otherwise process the Personal Data, or provide all Customer Personal Data to the Customer and/or securely delete that Personal Data, other than where applicable law requires Zen to retain it.

12. GENERAL

- 12.1. This Data Processing Agreement shall survive the termination or expiry of the Services Agreement to the extent that Zen continues to Process Personal Data on behalf of the Customer.

SCHEDULE 1

PERSONAL DATA SCHEDULE

Subject matter of the Processing	As required and further described in the Services Agreement.
Duration of the Processing	Until the earlier of final termination or final expiry of our Agreement, except as otherwise expressly stated in relevant Services Agreement.
Nature and purpose of the Processing	Processing as reasonably required to provide the Products as described in the relevant Services Agreement
Type of Personal Data	<p>Customer Personal Data required to provide the Products in the Services Agreement, which may include:</p> <p>Identity and contact information:</p> <ul style="list-style-type: none"> • Full name • Email addresses • Personal phone number • Homeworker IP address
Categories of Data Subjects	The Data Subjects may include the Customer’s authorised users, employees, suppliers, customers (“End Users”) and other Data Subjects as detailed in the Services Agreement.