

## **QUICKFILE LTD EU DATA PROCESSING ADDENDUM**

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If QuickFile processes personal data on behalf of a QuickFile customer that meet the requirements as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (a **Qualified Customer**), such Qualified Customer may implement this Addendum.

This Data Processing Addendum (this "Addendum") forms part of the Terms of Use agreement, including any additional or related documentation (as amended from time to time) (the **Agreement**), between QuickFile and the customer ("Customer") detailed below on Page 4.

### **IMPLEMENTING THE ADDENDUM:**

- a. QuickFile has pre-signed this Addendum.
- b. **Qualified Customers can complete this Addendum by:**
  - I. Filling in their information (full legal entity name, address, name and title of signatory and date of signature) in the signature box and counter-signing (page 4);
  - II. Returning the completed and signed copy of this Addendum to QuickFile at info@quickfile.co.uk.
- c. The Addendum will become legally binding once QuickFile receives the correctly completed and signed copy, as per the instructions provided above.

### **INCORPORATING THE ADDENDUM:**

- At the date of counter-signature, If the entity signing this Addendum is a Qualified Customer, this Addendum will then form part of the Agreement.
- In such case, the QuickFile entity that is a party to the Agreement will be a party to this Addendum, as identified in the Qualified Customer QuickFile invoice.
- If the entity signing this Agreement is not a Qualified Customer at the date of counter-signature, this Agreement will not be valid or legally binding.

### **THE PARTIES AGREE AS FOLLOWS:**

The parties agree that the obligations under this Addendum that are specific to the EU General Data Protection Regulation (Regulation 2016/679) shall not apply until the later of the date (Regulation 2016/679) has come into full force and effect or upon receipt of the validly completed and counter-signed Addendum from the Qualified Customer.

#### **1. DEFINITIONS AND INTERPRETATION**

*Unless otherwise defined in the Agreement, all capitalised terms used in this Addendum will have the meanings given to them herein.*

1.1 **Definitions:** In this Addendum, the following terms shall have the following meanings:

- a. **"QuickFile"** means the QuickFile entity that is a party to this Addendum, as specified in paragraph 1 of the section "IMPLEMENTING THE ADDENDUM:" above.
- b. **"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data"** shall have the meanings given in Applicable Data Protection Law;
- c. **"Applicable Data Protection Law"** shall mean: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679); and

## 2. DATA PROTECTION

### 2.1 Relationship of the parties:

Customer (the controller) appoints QuickFile as a processor to process the personal data described in the Agreement (the "Data") for the purposes described, and the terms set out, in the Agreement, including, for the avoidance of doubt, to provide you with, and update and improve, our services (or as otherwise agreed in writing by the parties) (the "Permitted Purpose"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

### 2.2 Prohibited data:

Unless explicitly requested by QuickFile to do so, Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to QuickFile for processing.

### 2.3 International transfers:

QuickFile shall not transfer the Data outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (e.g. Australia), to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

### 2.4 Confidentiality of processing:

QuickFile shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with QuickFile's confidentiality obligations under the Agreement.

### 2.5 Security:

QuickFile shall implement technical and organisational measures, as set out in Annex A, which may be amended and updated from time to time, to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").

### 2.6 Subprocessing:

Customer consents to QuickFile engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) QuickFile maintains an up-to-date list of its subprocessors, which are available on the website and which it shall update with details of any change in subprocessors at least 30 days prior to the change; (ii) QuickFile imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) QuickFile remains liable for any breach of this Addendum that is caused by an act, error or omission of its subprocessor. Customer may object to QuickFile's appointment or replacement of a subprocessor prior to its appointment or replacement, provided

such objection is based on reasonable grounds relating to data protection. In such event, QuickFile will either not appoint or replace the subprocessor or, if this is not reasonably possible, in QuickFile's sole discretion, Customer may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Customer up to and including the date of suspension or termination).

#### **2.7 Cooperation and data subjects' rights:**

QuickFile shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to QuickFile, QuickFile shall promptly inform Customer providing full details of the same.

#### **2.8 Data Protection Impact Assessment:**

If QuickFile believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Customer and provide reasonable cooperation to Customer in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

#### **2.9 Security incidents:**

If it becomes aware of a confirmed Security Incident, QuickFile shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. QuickFile shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep Customer informed of all material developments in connection with the Security Incident.

#### **2.10 Deletion or return of Data:**

Upon termination or expiry of the Agreement, QuickFile will, on Customer's explicit request, delete or return the Data in its possession or control (in a manner and form decided by QuickFile, acting reasonably). This requirement shall not apply to the extent that QuickFile is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data QuickFile shall securely isolate and protect from any further processing.

#### **2.11 Compliance:**

Upon Customer's request, and subject to the confidentiality obligations set out in the Agreement, QuickFile shall make available to Customer that is not a competitor of QuickFile (or Customer's independent, third-party auditor that is not a competitor of QuickFile) all information reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum. In particular, QuickFile shall allow for written audit questions to be submitted by Customer to QuickFile related to QuickFile's processing and protection of Customer Data. Customer shall not exercise this right more than once per year.

### **Legal Disclosures:**

If we reasonably believe we are required by a court order, agency action, or any other legal or regulatory requirement, to disclose any Customer Data, we will provide you with notice and a copy of the demand as soon as practicable, unless we are prohibited from doing so pursuant to applicable law or regulation.

Agreed and Accepted as of the signature date below:

**QUICK FILE LTD SIGNATURE**

Executed by an official for and behalf of <b>Quick File Ltd</b>	
Signature:	 04/06/2019 11:10:19 GMT SignNow e-signature ID: c62805cb27...
Date Signed:	04 <sup>th</sup> June 2019

**CUSTOMER SIGNATURE**

<b>Customer (name of organisation, as registered with QuickFile):</b>	
Signature:	
<b>Individual name:</b>	
<b>Position:</b>	
<b>Date Signed:</b>	
<b>Email Address:</b>	

**Annex A – Security Measures**

**Information regarding the** technical and organisational measures QuickFile has in place to protect Data in accordance with clause 2.5 of this Addendum is available on QuickFile’s security pages at:

Data Security: <https://community.quickfile.co.uk/t/data-security/9068>  
QuickFile Sub-processors: <https://community.quickfile.co.uk/t/quickfile-sub-processors/21331>

**Terms and Conditions:**  
<https://community.quickfile.co.uk/t/quick-file-ltd-terms-and-conditions-of-service/18938>