

Schedule 1 Data Processing Schedule

1. Definitions

1.1 For the purpose of this Schedule, the following definitions shall apply:

- 1.1.1 **Complaint** means a complaint or request relating to either party's obligations under Data Protection Laws relevant to the Agreement, including any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority;
- 1.1.2 **Controller** has the meaning given to that term (or to the term 'controller') in Data Protection Laws;
- 1.1.3 **Processor** has the meaning given to that term (or to the term 'processor') in Data Protection Laws;
- 1.1.4 **Data Protection Losses** means all liabilities and other amounts, including all:
 - a) costs (including reasonable legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage);
 - b) to the extent permitted by Applicable Law:
 - i. administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;
 - ii. compensation paid to a Data Subject (including compensation to protect goodwill and ex gratia payments);
 - iii. costs of compliance with investigations by a Supervisory Authority; and
 - iv. the costs of loading Sunday data to the extent the same are lost, damaged or destroyed, and any loss or corruption of Sunday data (including the costs of rectification or restoration of Sunday data);
- 1.1.5 **Data Subject** has the meaning given to that term in Data Protection Laws;
- 1.1.6 **Data Subject Request** means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
- 1.1.7 **International Organisation** means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
- 1.1.8 **International Recipient** has the meaning given to that term in paragraph 6.1 of this Schedule;
- 1.1.9 **Personal Data** has the meaning given to that term in Data Protection Laws;
- 1.1.10 **Personal Data Breach** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
- 1.1.11 **Processing** has the meanings given to that term in Data Protection Laws (and related terms such as **process** have corresponding meanings);
- 1.1.12 **Processing Instructions** has the meaning given to that term in paragraph 2.1.1 of this Schedule;
- 1.1.13 **Protected Data** means the data described in Annex 1 (Details of Processing of Personal Data) and any other personal data processed by the Freelancer on behalf of Sunday in connection with the performance of the Freelancer's obligations under the Agreement;
- 1.1.14 **Sub-Processor** means any agent, subcontractor or other third party engaged by the Freelancer to carry out any processing activities in respect of the Protected Data on behalf of the Freelancer;
- 1.1.15 **Freelancer Personnel** means employees of the Freelancer;
- 1.1.16 **Supervisory Authority** means 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.

2. Specific interpretive provisions

2.1 In this Schedule:

- 2.1.1 references to any Data Protection Laws and to terms defined in the same shall be replaced with or incorporate (as the case may be) references to any laws replacing, amending, extending, re-enacting or consolidating such Data Protection Laws; and
- 2.1.2 a reference to a law includes all subordinate legislation made under that law.

2.2 This Schedule shall survive termination (for any reason) or expiry of the Agreement (or of any of the Services).

3. Processor and Sub-processor

3.1 The parties agree that:

- 3.1.1 for the Protected Data, Sunday is the Controller and the Freelancer is the Processor (or where Sunday is a Processor for its Client, the Freelancer is a sub-processor) in respect of the processing of Protected Data carried out by the Freelancer under the Agreement; and
- 3.1.2 the details of the Freelancer's processing are set out in Annex 1 to this Schedule.

3.2 When performing its obligations under the Agreement, the Freelancer shall comply with all Data Protection Laws applicable to a Processor in connection with the processing of Protected Data, the Services and the exercise and performance of its rights and obligations under the Agreement.

3.3 Sunday shall comply with all Data Protection Laws applicable to a Controller or Processor (as the context requires) in respect of the performance of its obligations under the Agreement.

4. Instructions and details of processing

4.1 Insofar as the Freelancer processes Protected Data, the Freelancer:

- 4.1.1 unless required to do otherwise by Applicable Law, shall (and shall ensure each person acting under its authority shall) process the Protected Data only on and in accordance with Sunday's documented instructions as set out in this paragraph 4, Annex 1 (Data Processing Activities), and as updated from time to time by written notice from Sunday to the Freelancer (**Processing Instructions**); and
- 4.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify Sunday of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest).

4.2 The Freelancer shall immediately inform Sunday in writing if, in the Freelancer's opinion, a Processing Instruction infringes the Data Protection Laws and explain the reasons for its opinion, provided that this shall be without prejudice to paragraph 3.2.

5. Technical and organisational measures

5.1 The Freelancer shall implement and maintain, at its cost and expense, appropriate technical and organisational measures in relation to the processing of Protected Data by the Freelancer:

- 5.1.1 such that the processing will meet the requirements of Data Protection Laws and ensure the protection of the rights of Data Subjects;
- 5.1.2 so as to ensure a level of security in respect of Protected Data processed by it that is appropriate to 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 transmitted, stored or otherwise processed; and
- 5.1.3 without prejudice to paragraph Error! Reference source not found., insofar as is possible, to assist Sunday in the fulfilment of Sunday's obligations (including its

obligations to the Client) and any Client's obligations in connection with responding to Data Subject Requests relating to Protected Data.

- 5.2 Without prejudice to paragraph 5.1, the Freelancer shall, in respect of the Protected Data processed by it under the Agreement comply with the requirements regarding security of processing set out in Data Protection Laws (as applicable to Processors), all relevant mandatory policies, and in the Agreement.

6. Using Sub-Processors and Personnel

- 6.1 The Freelancer shall not provide access or permit any processing of Protected Data by any agent, subcontractor or other third party without the prior specific written authorisation of that Sub-Processor by Sunday. The Freelancer acknowledges that such consent shall only be given by Sunday on the condition that any relevant Client has consented to the appointment of such Sub-Processor.
- 6.2 Where authorisation has been granted by Sunday to the Freelancer to engage any Sub-Processor in accordance with paragraph **Error! Reference source not found.**, the Freelancer shall, prior to the Sub-Processor carrying out any processing activities in respect of the Protected Data:
- 6.2.1 undertake such due diligence on the Sub-Processor as may be required and requested by Sunday; and
- 6.2.2 appoint the Sub-Processor under a binding written contract, with enforceable data protection obligations on the same terms as apply to the Freelancer under the Agreement.
- 6.3 Paragraph **Error! Reference source not found.** includes an obligation on the Freelancer to ensure that the contract with the Sub-Processor requires that the Sub-Processor at all times:
- 6.3.1 processes Protected Data only on and in accordance with the Processing Instructions and complies with the same obligations as the Freelancer as set out in this Schedule (as amended from time to time and including, all obligations relating to security, audits, compliance with applicable laws, notifications, keeping of records and the destruction or deletion of Protected Data);
- 6.3.2 provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing of the Protected Data will meet the requirements of Data Protection Laws; and
- 6.3.3 is obliged to obtain the specific prior written consent of Sunday and comply with the conditions referred to in this paragraph 6 for engaging another Sub-Processor (including any replacement).
- 6.4 The Freelancer shall promptly upon request by Sunday provide the relevant details of any Sub-Processor to Sunday, as the case may be.
- 6.5 The Freelancer shall immediately cease using a Sub-Processor upon receiving written notice from Sunday requesting that the Sub-Processor ceases processing Protected Data for security reasons or concerns about the Sub-Processor's ability to carry out the relevant processing in compliance with Data Protection Laws or this Schedule.
- 6.6 The Freelancer shall, and shall procure that each Sub-Processor that has access to Protected Data shall, comply with the Freelancer's obligations under this Schedule (including that all obligations and responsibilities relating to Freelancer Personnel shall apply to employees, agents or representatives of each Sub-Processor (**Sub-Processor Personnel**)).
- 6.7 The Freelancer shall ensure that the Freelancer Personnel and the Sub-Processor Personnel, and all other persons authorised by it or by any Sub-Processor to process Protected Data are subject to a binding written contractual obligation with the Freelancer or with the Sub-Processor that has engaged them to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case the Freelancer shall, where practicable and not prohibited by Applicable Law, notify Sunday of any such requirement at least 2 Business Days' before such disclosure).
- 6.8 Without prejudice to any other provision of this Schedule, the Freelancer shall ensure that the Freelancer Personnel processing Protected Data are reliable and have received

adequate training on compliance with this Schedule and the Data Protection Laws applicable to the processing.

- 6.9 The Freelancer shall ensure that access to Protected Data is limited to the authorised persons who need access to it to supply the Services.
- 6.10 The Freelancer shall, where any Sub-Processor fails to fulfil its obligations in accordance with its Sub-Processor Agreement, remain fully liable to Sunday, for the performance of that Sub-Processor's obligations. The acts or omissions of any Sub-Processor or Sub-Processor Personnel in connection with the processing of Protected Data shall be deemed the act or omission of the Freelancer.
- ## 7. Assistance with Sunday's compliance and Data Subject rights
- 7.1 The Freelancer shall (at no cost to Sunday):
- 7.1.1 promptly record and then refer all Data Subject Requests it receives to Sunday within two Business Days of receipt of the request;
- 7.1.2 provide such information and cooperation and take such action as Sunday reasonably requests in relation to each Data Subject Request, within the timescales reasonably required by Sunday, respectively; and
- 7.1.3 not respond to any Data Subject Request or Complaint without Sunday's prior written approval.
- 7.2 Without prejudice to paragraph 7.1, the Freelancer shall, at its cost and expense, provide such information, co-operation and other assistance to Sunday as Sunday reasonably requires (taking into account the nature of processing and the information available to the Freelancer) to ensure compliance with Sunday's and/or Client's obligations under Data Protection Laws, including with respect to:
- 7.2.1 security of processing;
- 7.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
- 7.2.3 prior consultation with a Supervisory Authority regarding high risk processing; and
- 7.2.4 any remedial action and/or notifications to be taken in response to any Personal Data Breach and/or Complaint, including (subject in each case to Sunday's and (if applicable) Client's prior written authorisation) regarding any notification of the Personal Data Breach to Supervisory Authorities and/or communication to any affected Data Subjects.

8. International data transfers

- 8.1 The Freelancer shall not transfer any Protected Data to any country outside the United Kingdom and/or European Economic Area or to any International Organisation (an **International Recipient**) without Sunday's prior written consent. The Freelancer acknowledges that such consent shall only be given by Sunday on the condition that any relevant Client has consented to such transfer.

9. Records, information and audit

- 9.1 The Freelancer shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of Sunday, containing such information as Sunday may reasonably require, including:
- 9.1.1 the name and contact details of the Processor(s) and of each Controller on behalf of which the Processor is acting, and of the Freelancer's representative and data protection officer (if any);
- 9.1.2 the categories of processing carried out on behalf of each Controller;
- 9.1.3 where applicable, details of transfers of Protected Data to an International Recipient; and
- 9.1.4 a general description of the technical and organisational security measures referred to in paragraph **Error! Reference source not found.**
- 9.2 The Freelancer shall make available to Sunday on request in a timely manner (and in any event within three Business Days):
- 9.2.1 copies of the records under paragraph 9.1; and

- 9.2.2 such other information as Sunday reasonably requires to demonstrate the Client's, the Freelancer's and Sunday's compliance with their respective obligations under Data Protection Laws and the Agreement.
- 9.3 The Freelancer shall at no cost to Sunday:
- 9.3.1 allow for and contribute to audits, including inspections, conducted by a Client, Sunday or another auditor mandated by a Client or Sunday for the purpose of demonstrating compliance by the Freelancer with its obligations under this Schedule; and
- 9.3.2 provide (and procure) reasonable access for a Client, Sunday or such other auditor (during normal business hours) to the facilities, equipment, premises and sites on which Protected Data and/or the records referred to in paragraph 9.1 are held provided that Sunday gives the Freelancer reasonable prior notice of such audit and/or inspection.
- 9.4 If any audit or inspection reveals a material non-compliance by the Freelancer with its obligations under Data Protection Laws or a breach by the Freelancer of this Schedule, the Freelancer shall pay the reasonable costs of the audit or inspection.
- 9.5 The Freelancer shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by Sunday and reported to the Freelancer to the extent the same is caused by a breach by the Freelancer of its obligations under this Schedule.
- 9.6 If the Freelancer is in breach of its obligations under this Schedule, Sunday may suspend the transfer of Protected Data to the Freelancer until the breach is remedied.
- 9.7 Sunday and the Client shall each be entitled to share any notification, details, records or information provided by or on behalf of the Freelancer under this Schedule with the Client or Sunday (as the case may be) and each of its professional advisors and/or the Supervisory Authority.

10. Breach notification

- 10.1 In respect of any Personal Data Breach, the Freelancer shall:
- 10.1.1 notify Sunday of the Personal Data Breach without undue delay (but in no event later than 24 hours after becoming aware of the Personal Data Breach); and
- 10.1.2 provide Sunday without undue delay (wherever possible, no later than 48 hours after becoming aware of the Personal Data Breach) with such details as Sunday reasonably requires regarding:
- a) the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Protected Data records concerned;
- b) any investigations into such Personal Data Breach;
- c) the likely consequences of the Personal Data Breach; and
- d) any measures taken, or that the Freelancer recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects, provided that, (without prejudice to the above obligations) if the Freelancer cannot provide all these details within the timeframes set out in this paragraph 10.1.2, it shall (before the end of such timeframes) provide Sunday with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give Sunday regular updates on these matters.
- 10.2 In the event of a Personal Data Breach, the Freelancer acknowledges and agrees that:
- 10.2.1 Sunday or Client (when the Client is Controller) shall in their sole discretion determine whether to provide notification to the Data Subject, any third party or Supervisory Authority and the Freelancer shall not notify the Data Subject, any third party or Supervisory Authority unless such disclosure by the Freelancer is required by law or is otherwise approved by Sunday; and
- 10.2.2 Sunday or Client (when the Client is Controller) shall approve all notifications to Data Subjects, third parties or a Supervisory Authority which it determines are required or appropriate.

11. Deletion or return of Protected Data and copies

- 11.1 The Freelancer shall (and shall ensure that all Other Sub-Processors and all Freelancer Personnel shall) immediately (and in any event within 3 days), at Sunday's written request, either securely delete or securely return all the Protected Data to Sunday in such form as Sunday reasonably requests after the earlier of:
- 11.1.1 the end of the provision of the relevant Services related to processing of such Protected Data; or
- 11.1.2 once processing by the Freelancer of any Protected Data is no longer required for the purpose of the Freelancer's performance of its relevant obligations under the Agreement, and securely delete existing copies (unless storage of any data is required by applicable law and, if so, the Freelancer shall inform Sunday of any such requirement).
- 11.2 The Freelancer shall provide written confirmation to Sunday of its compliance with paragraph 11.1 of this Schedule.

12. Liability and indemnities

- 12.1 The Freelancer shall indemnify and keep indemnified Sunday in respect of all Data Protection Losses suffered or incurred by Sunday and/or a Client arising from:
- 12.1.1 any breach by the Freelancer of any of its obligations under this Schedule; or
- 12.1.2 the Freelancer (or any person acting on its behalf) acting outside or contrary to the Processing Instructions of Sunday in respect of the processing of Protected Data.
- 12.2 This paragraph 12 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:
- 12.2.1 to the extent not permitted by Applicable Law (including Data Protection Laws); and
- 12.2.2 that it does not affect the liability of either party to any Data Subject.

13. Conflicts

- 13.1 Unless otherwise expressly stated in the Agreement:
- 13.1.1 the Freelancer's obligations and Sunday's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of the Agreement;
- 13.1.2 nothing in the Agreement relieves the Freelancer of any responsibilities or liabilities under any Data Protection Laws; and
- 13.1.3 the provisions of this Schedule shall prevail over any other provision of the Agreement in the event of any conflict.

Annex 1 data processing activities

Controller:	Sunday or Client:	Processor:	The Freelancer or (when the Client is the Controller) Sunday:
Sub-processor:	When the Client is the Controller, the Freelancer:		
		Other Sub Processor:	N/A

The details of the Processing taking place under the Agreement is set out below.

Data Subjects Employees of Sunday; other freelance consultants of Sunday; employees and other representatives of Sunday's clients and service providers.
Categories of data Name, email address, job title, phone number, employer.
Categories of sensitive personal data N/A.
Processing purposes Processing that is required in order to perform the Services under the Agreement.
Nature of processing Processing that is required in order to perform the Services under the Agreement.
Duration of the processing For the term of the Agreement.