

DATA PROCESSING ADDENDUM

How to execute this Data Processing Addendum (“DPA”):

1. The customer signing the DPA must be the entity that will actually provide Personal Data to Zoho and must be the same entity that has agreed to Service Agreement.
2. To complete this DPA, you must:
 - a. insert your company information in the DPA;
 - b. review and complete the relevant fields in Appendix 1 of the DPA in order to describe the type of Personal Data that you may share with us; and
 - c. sign the DPA by an appropriately authorised signatory.
3. The completed and signed DPA must then be sent to legal@zohocorp.com.
4. Zoho will review and verify the information that you have provided. Once verified, Zoho will sign the DPA and the DPA will become legally binding.

THIS DATA PROCESSING ADDENDUM is made on _____.

Between:

- (1) Berwick-upon-Tweed Bridge Club _____ incorporated and registered in United Kingdom _____ with company number NA _____ whose registered office is at Braeside House, Toddeugh,Duns,Berwickshire,gb,TD11 3PZ _____ (the “**Customer**”).
- (2) **ZOHO CORPORATION B. V.** whose registered office is at Beneluxlaan 4B, 3527 HT UTRECHT, The Netherlands (“**Zoho**”).

(each a **party** and together the **parties**).

Background:

1. The Customer and Zoho have entered into an agreement for the provision of services under the online terms of service or other electronically signed service agreement (the appropriate one, hereinafter “**Service Agreement**”).
2. In the course of providing the services under the Service Agreement, Zoho may, on behalf of the Customer process Personal Data, in connection with the services.
3. Accordingly, parties are entering into this DPA in order to comply with Applicable Data Protection Laws and other legal commitments.

The parties agree as follows:

1. Interpretation

1.1 In this DPA:

“**Applicable Data Protection Laws**” means all laws and regulations in the United Kingdom and the European Union that apply from time to time to data Processing activities by any of the parties, including, but not limited to the Data Protection Act 2018 (UK) and the General Data Protection Regulation;

“**Personal Data**”, “**Process**”/“**Processing**”, “**Data Controller**”, “**Data Processor**”, “**Sub-Processor**” and “**Data Subject**” shall have the same meanings as in Applicable Data Protection Laws.

- 1.2 This DPA is supplementary to the Service Agreement. The scope of this DPA is strictly limited to the provisions around the Processing of Personal Data as part of the services provided under the Service Agreement and shall not otherwise amend or supersede any rights or obligations of the parties to the Service Agreement.

2. Details of the Processing

The details of the Processing and in particular the special categories of Personal Data, where applicable, are specified in **Appendix 1** which forms an integral part of the DPA.

3. Data Processing Obligations of Zoho

- 3.1 Zoho agrees to process the Personal Data only on behalf of the Customer and in compliance with its instructions. However, Customer agrees that its instructions to Zoho for Processing Personal Data are (and shall remain for the duration of the Service Agreement) (i) Processing such data strictly in accordance with the Service Agreement; (ii) Processing initiated by Customer via the user interface of the services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (eg., via email) where such instructions are consistent with the Service Agreement. Zoho shall not be obliged to act in accordance with any instructions outside the scope of the Service Agreement except with the prior written agreement of both parties.
- 3.2 Zoho agrees to promptly notify the Customer about any request received directly from the data subjects without responding to that request. However, Customer agrees that Zoho is authorised to respond in the first instance to any request in order to establish that the request is in respect of Personal Data for which the Customer is a Data Controller.
- 3.3 Zoho agrees to, (i) deal promptly and properly with all inquiries from the Customer relating to its Processing of the Personal Data; and (ii) to abide by the advice of the supervisory authority with regard to the Processing of Personal Data. The parties agree that Zoho shall have the right to charge the Customer for any reasonable costs or expenses incurred by Zoho in order to deal promptly and properly with such inquiries.
- 3.4 For the purpose of any audit request by the Customer under any Applicable Data Protection Law, the Customer acknowledges and agree that:
- (i) it shall, in the first instance, always try to obtain the required information by requesting from Zoho such evidence of independent third party audits and appropriate certification as Zoho may already hold;
 - (ii) where the Customer requires an audit of the data processing facilities used for the Processing activities, the Customer shall always exercise such rights (at the Customer's cost) via an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, and selected, where applicable, in agreement with the relevant supervisory authority and before commencement of such an audit shall agree with Zoho the scope, scheduling and duration of such activity with a view to minimising any disruption to Zoho; and
 - (iii) Zoho shall have the right to charge the Customer for any reasonable costs or expenses incurred by Zoho in order to comply with the audit requirements.
- 3.5 The parties agree that Zoho may engage Sub-Processors in the course of providing the services and with respect to Zoho's engagement of such Sub-Processors, the Customer hereby agrees that Zoho may authorise its affiliates and other third party entities as "Sub-Processors" in order to Process the Personal Data. In each case, any such Sub-Processor shall be permitted to Process Personal Data solely in accordance with Zoho's instructions and not for any other purpose. Zoho shall ensure that the Processing activity is carried out by the Sub-Processor in accordance with at least the same level of protection for the Personal Data and the rights of Data Subject as applicable to Zoho under Applicable Data protection Laws. Zoho shall (i) make available to Customer the list of current Sub-Processors through the Privacy Policy statement applicable for the services; and (ii) provide email notification prior to appointment of any new Sub-Processor (irrespective of whether such new Sub-Processor is appointed for carrying out an existing Processing function or a new Processing function). Upon notification regarding Zoho's intention to engage a new Sub-Processor, Customer may object to such engagement by

notifying Zoho promptly in writing within ten (10) business days after receipt of Zoho's notice. In the event Customer objects to a new Sub-Processor, as allowed in the preceding sentence, Zoho will recommend to the Customer commercially reasonable changes in the configuration or use of the services to avoid Processing of Personal Data by the proposed new Sub-Processor. If Zoho is unable to assist Customer with its objection regarding engagement of a new Sub-Processor within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, upon written notice to Zoho, terminate the Service Agreement. In the event of such termination, Zoho will refund Customer on a pro-rata basis any amounts paid by such Customer for use of the services.

- 3.6 Following written request from the Customer, Zoho agrees to promptly share copies of agreements executed with Sub-Processors. The parties agree that such agreements may be redacted to remove any commercial information or other clause unrelated to the Processing of Personal Data by Zoho.
- 3.7 Upon termination or expiration of the Service Agreement, the parties acknowledge and agree that the return or destruction of the Personal Data processed by Zoho shall be achieved via the Customer initiating the export or deletion (as the case may be) of such Personal Data via the user interface made available by Zoho. Once initiated by the Customer, a requested deletion shall be finalised on completion of the next routine clean-up cycle. The parties agree that, upon the request of the Customer, Zoho shall provide confirmation of the completion of the relevant clean-up cycle as certification of destruction of the Personal Data.
- 3.8 Zoho agrees to implement appropriate technical and organisational security measures as specified under **Appendix 2** prior to and during Processing of any Personal Data to protect the security, confidentiality and integrity of the Personal Data and to protect the Personal Data against any form of accidental, unlawful or unauthorized Processing.
- 3.9 International Transfers of Personal Data: Zoho or any Sub-processor shall not process or transfer any Personal Data outside of the European Economic Area unless the transfer is compliant with Applicable Data Protection Laws.
- 3.10 Confidentiality Obligations of Zoho Personnel: Zoho shall ensure that its personnel engaged in the Processing of Personal Data and (i) are informed of the confidential nature of the Personal Data; (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 3.11 Data Protection Impact Assessment: Upon Customer's request, to the extent Customer does not otherwise have access to the relevant information and to the extent such information is available to Zoho, Zoho shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under Applicable Data Protection Laws to carry out a data protection impact assessment with respect to Customer's use of the services. Zoho shall have the right to charge the Customer for any reasonable costs or expenses incurred by Zoho in order to assist Customer with data protection impact assessment.
- 3.12 Data Subject Request and Assistance to Customer: With respect to a request from a Data Subject to exercise the Data Subject's right to restrict Processing, right to erasure, right to rectification, right to access, right not to be subject to an automated individual decision making or data portability, Zoho shall assist Customer by appropriate technical and organizational measures to enable the Customer to fulfil its obligation to respond to a Data Subject's request, to the extent that such assistance is to be provided under Applicable Data Protection Laws. Zoho shall have the right to charge the Customer for any reasonable costs or expenses incurred by Zoho in order to assist Customer with request(s) from Data Subjects.

3.13 Data Incident Management and Notification: Zoho has in place appropriate security incident management policies and procedures. In the event that Zoho becomes aware of a security incident involving data stored or otherwise Processed by Zoho or its Sub-Processors, Zoho will notify Customer without undue delay after becoming aware of the said security incident. Zoho will take all commercially reasonable efforts to remediate the security incident and prevent recurrence. Customer acknowledges that Zoho's obligation specified herein shall not apply to security incidents caused by Customer or its authorized users.

3.14 Data Protection Officer: Zoho has appointed a data protection officer who may be reached at dpo@zohocorp.com.

4. Order of Precedence

In the event of a conflict between the provisions of this DPA and those of the Service Agreement in respect of the Processing and protection of Personal Data, the provisions of this DPA will prevail. Except as expressly modified herein, all terms and conditions of the Service Agreement shall remain in full force and effect.

5. Governing law and Jurisdiction

This DPA shall be governed by and construed strictly in accordance with the laws of England and Wales. Any dispute arising out of or resulting from this DPA shall be subject to the exclusive jurisdiction of courts in England and Wales to the exclusion of all other courts.

This DPA has been entered into on the date stated at the beginning of it.

Executed for and behalf of **Customer** by:

P. S. Gill (signature)
..... (print name)
..... (position)

Executed for and behalf of **Zoho** by:

S. Iyengar (signature)
Sridhar Iyengar (print name)
Managing Director (position)

Appendix 1

Customer

The Customer has subscribed to Zoho's online collaboration and management tools as part of its business.

Zoho

Zoho is a provider of services for online collaboration and management, including word processor, spreadsheet, presentation tool, database application creator, email client, chat client, organizer, customer relationship management application and project management application services.

Data subjects

The Personal Data Processed concern the following categories of Data Subjects:

Zoho may Process any data inputted by authorised users of Zoho's online collaboration and management tools. Primarily, this will relate to living individuals who are:

- users who are authorised by Customer to use the services
- employees, agents, contractors, and contacts of the Customer
- prospects, customers and clients, business partners and vendors of the Customer
- advisers and professional experts of the Customer
- employees, agents, contractors, and contacts of the Customer's prospects, customers and clients, business partners, vendor, advisers and professional experts

Categories of data

The Personal Data Processed concern the following categories of data:

Zoho may Process any data inputted by authorised users of Zoho's online collaboration and management tools. Primarily, this will relate to the following categories of data:

To be listed by Customer:

Name, email address

Special categories of data (if appropriate)

The Personal Data Processed concern the following special categories of data:

As the services allow for free text input, there may be occasions when the following details are inputted in relation to a Data Subject:

- racial or ethnic origin
- political opinions
- religious beliefs or other beliefs of a similar nature
- trade union membership
- information about physical or mental health
- sexual life
- the commission or alleged commission by the Data Subject of any offence
- any proceedings for any offence committed or alleged to have been committed by the Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings

Processing operations

The Personal Data Processed will be subject to the following basic Processing activities:

The Processing activity of Zoho will include the performance of the services pursuant to the terms of the Customer's Service Agreement with Zoho.

Appendix 2

Description of the technical and organisational security measures implemented by Zoho:

Zoho's security practices are described in the Zoho Security Policy available at <https://www.zoho.com/security.html> (or at such other URL as may be notified to the Customer from time to time).