

Unique IQ Data Protection and Processing Agreement

Part A – Operative provisions

1. Definitions

1.1. In this Agreement:

Controller	has the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: <ul style="list-style-type: none"> (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	has the meaning given in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
International Organisation	has the meaning in applicable Data Protection Laws from time to time;
Personal Data	has the meaning given in applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in applicable Data Protection Laws from time to time;
Processing	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed and processes shall be construed accordingly);
Processor	has the meaning given in applicable Data Protection Laws from time to time;

Protected Data	means Personal Data received from, uploaded or provided by or on behalf of the Customer in connection with the performance of Unique IQ's obligations under this agreement or the Customer's use of the Services; and
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by Unique IQ for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

2. Customer's compliance with data protection laws

The parties agree that the Customer is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to this agreement. The Customer shall, at all times, comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to Unique IQ in respect of Protected Data (including the terms of this agreement) shall at all times be in accordance with Data Protection Laws. Nothing in this agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

3. Unique IQ's compliance with data protection laws

Unique IQ shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this agreement.

4. Indemnity

The Customer shall indemnify and keep indemnified Unique IQ against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Customer of its obligations under this Agreement.

5. Instructions

- 5.1 Unique IQ shall only process (and shall ensure Unique IQ's personnel only process) the Protected Data in accordance with Section 1 of Part B of this Agreement and this agreement (including when making any transfer to which paragraph 10 relates), except to the extent:
 - 5.1.1 that alternative processing instructions are agreed between the parties in writing; or
 - 5.1.2 otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest).

- 5.2 Without prejudice to paragraph 2 of this Part A, if Unique IQ believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

6. Security

Taking into account the state of technical development and the nature of processing, Unique IQ shall implement and maintain the technical and organisational measures set out in Section 2 of Part B of this Agreement to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

7. Sub-processing and personnel

7.1. Unique IQ shall:

- 7.1.1. not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Customer;
- 7.1.2. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Agreement (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by Unique IQ and ensure each such Sub-Processor complies with all such obligations;
- 7.1.3. remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
- 7.1.4. ensure that all persons authorised by Unique IQ or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

8. Authorised sub-processors

The Customer agrees that Unique IQ may appoint Sub-Processors as required by Unique IQ. A list of relevant Sub-Processors is available from Unique IQ on request by the Customer.

9. Assistance

- 9.1. Unique IQ shall (at the Customer's cost) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Unique IQ.
- 9.2. Unique IQ shall (at the Customer's cost) and taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is

possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

10. International transfers

Unique IQ shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom and the EEA or to any International Organisation without the prior written consent of the Customer.

11. Audits and processing

Unique IQ shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate Unique IQ's compliance with the obligations placed on it under this Agreement and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28 of the GDPR), and allow for and contribute to audits, including reasonable 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 paragraph 11).

12. Breach

Unique IQ shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

13. Deletion/return and survival

On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, Unique IQ shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Unique IQ to store such Protected Data. This Agreement shall survive termination or expiry of this Agreement indefinitely in the case of paragraphs 4 and 13 of this Part A and until 12 months following the earlier of the termination or expiry of this Agreement in the case of all other paragraphs and provisions of this Agreement.

Part B – Data processing and security details

Chapter 1 Section 1 - Data processing details

Processing of the Protected Data by Unique IQ under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of this Part B.

1. Subject-matter of processing:

Processing of data is carried out in order for Unique IQ to provide the Services to the Customer under this agreement.

2. Duration of the processing:

Processing is carried out by Unique IQ for the duration of the Subscription Term. Any Protected Data held after the expiry of the Subscription Term, is only held as required by law or for general audit purposes.

3. Nature and purpose of the processing:

The Customer is Controller of the Protected Data. When the Customer accesses Unique IQ's Services and Platform, Unique IQ processes Protected Data for the purpose of providing the Services to the Customer. The processing is carried out for the duration of the Subscription Term.

4. Type of Personal Data:

The Protected Data processed by Unique IQ may concern the following types of Personal Data which is provided by the Customer to Unique IQ (depending on the type of Services requested by the Customer and/or the type of integration with the Unique IQ Services):

1. Customer's clients / end users / carers / suppliers:

- Contact details such as names, addresses, telephone numbers, e-mail addresses, age and communications content (like for example message text, voice, files, video or other media content);
- Depending upon the Service received from Unique IQ, the list of the Personal Data could possibly be extended by for example: gender, birthday and any other custom attributes defined, imported and controlled exclusively by the Customer.

2. Customer's employees:

- Contact details like name, e-mail address, phone number, age, address, qualifications, experience and any other custom attributes defined, imported and controlled exclusively by the Customer, relating to the employees authorised by the Customer to access the Customer's account with Unique IQ whilst using the Services.

The precise Personal Data are determined and controlled solely by the Customer.

Unique IQ does not intentionally collect or process any special categories of Personal Data unless the Customer or its customers/end users/ suppliers include such type of data in the content submitted to Unique IQ and/or while using Unique IQ's Services. The processing of special categories of Personal Data is unintentional for Unique IQ and the Customer shall be regarded as solely responsible for ensuring that such processing be lawful and in accordance with any applicable law, including the Data Protection Laws.

5. Categories of Data Subjects:

Data may relate to the Customer as end-user of the Services; the Customer's employees, contractors and/or agents; the Customer's clients; the Customer's suppliers.

6. Specific processing instructions:

The Customer, as Controller, instructs Unique IQ to process any and all data submitted to Unique IQ whilst using the Services, for the purpose of the Customer receiving the benefit of the Services under this agreement.

Chapter 2 Section 2 - Minimum technical and organisational security measures

1. Unique IQ shall implement and maintain the following technical and organisational security measures to protect the Protected Data:
 - 1.1. In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, Unique IQ shall implement appropriate technical and organisational security measures appropriate to the risk, including, as appropriate, those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.

2. Security measures

- 2.1. Unique IQ will adhere to the security measures and procedures set out in the **Mandatory Policies (as listed in Schedule 3)**.
- 2.2. Unique IQ shall provide the Customer with a copy of the **Mandatory Policies**, where appropriate, following a reasonable request by the Customer.
- 2.3. If there is a conflict between the terms in the **Mandatory Policies** and this agreement, the terms in this agreement shall prevail.