

Data Processing Agreement (“DPA”)

The following definitions apply in this DPA:

“Agreement” means the agreement between the Customer and Collect Solution for the Customer’s access and use of the FAAR Solution (which incorporates this DPA).

“Business Day” means a day other than a Saturday, Sunday or bank or public holiday in England.

“Collect Solutions” means Collect Solutions Ltd, a company incorporated in England and Wales with company number 16931356, whose registered office is at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “processing” and “appropriate technical and organisational measures” are as defined in the Data Protection Legislation.

“Customer” means the business or entity that subscribes to the FAAR Solution.

“Customisations” means any customisations or modifications to the FAAR Solution that are carried out by (or on behalf of) Collect Solutions from time to time.

“Data Protection Legislation” means all applicable legislation relating to the processing of Personal Data.

“FAAR Services” means the services provided via the FAAR Solution

“FAAR Solution” means the financial architecture for accounts receivable solution made available by Collect Solutions to the Customer under the Agreement on a hosted and as-a-service basis that supports the Customer’s accounts receivables governance, pre-invoice validation and process optimisation, including:

- (i) the FAAR Services;
- (ii) all Customisations; and
- (iii) all Updates.

“Fees” means the fees payable in accordance with the Agreement (as may be updated by Collect Solutions in accordance with the Agreement from time to time).

“Services” means the support services and the professional services supplied by Collect Solutions to the Customer under the Agreement.

“Sub-Processors” means those persons with whom Collect Solutions enters into a contract under which those persons perform any part of Collect Solutions’ duties under the Agreement, and any further lower tier sub-processors.

“Updates” means any updates or upgrades to the FAAR Solution released by (or on behalf of) Collect Solutions or its’ licensors from time to time.

1. Data Protection

- 1.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This DPA is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Collect Solutions is the Processor. The Appendix to this DPA sets out the scope, nature and purpose of processing by Collect Solutions, the duration of the processing and the types of Personal Data and categories of Data Subject.

2. Collect Solutions' Obligations

- 2.1 Without prejudice to the generality of paragraph 1.1, Collect Solutions shall, in relation to any Personal Data it processes on behalf of the Customer in connection with the performance of its obligations under the Agreement:

- (a) process that Personal Data only on the documented written instructions of the Customer unless Collect Solutions is required by applicable laws to otherwise process that Personal Data. Where Collect Solutions is relying on applicable laws as the basis for processing Personal Data, it shall promptly notify the Customer of this before performing the processing required by the applicable laws unless those applicable laws prohibit Collect Solutions from so notifying the Customer. For the avoidance of doubt, by entering into the Agreement, the Customer gives Collect Solutions documented written instructions to process the Personal Data to perform its obligations under the Agreement;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) not transfer any Personal Data outside of the United Kingdom and European Economic Area and Switzerland unless the transfer complies with Data Protection Legislation;
- (e) taking into account the nature of the processing and the information available to Collect Solutions, assist the Customer insofar as this is reasonably possible, at the Customer's cost and written request, in responding to any request from a Data Subject;
- (f) taking into account the nature of the processing and the information available to Collect Solutions, reasonably assist the Customer, at the Customer's cost and written request, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by

applicable laws to store the Personal Data in which case such retained Personal Data shall continue to be governed by the Agreement;

- (i) maintain complete and accurate records and information to demonstrate its compliance with this DPA and, at the Customer's cost and written request, and subject to the Customer entering into such confidentiality undertakings as Collect Solutions requires, allow for audits and inspections by the Customer or the Customer's designated auditor of Collect Solutions' relevant data processing facilities. The Customer's right to carry out audits and inspections under this paragraph 2.1(i) shall be limited to once every 12 months, or within 30 days of an actual or reasonably suspected Personal Data Breach, and may be satisfied by Collect Solutions providing the Customer with a copy of an information security report and/or certification carried out by a third party auditor that, in Collect Solutions' reasonable opinion, is a credible third party auditor where such information security report and/or certification confirms that Collect Solutions' processes for dealing with Personal Data comply with the requirements of this DPA; and
 - (j) immediately inform the Customer if, in the opinion of Collect Solutions, an instruction infringes the Data Protection Legislation;
- 2.2 Collect Solutions may update its security measures at any time, provided that such updates do not materially reduce the protection of the Personal Data.
- 2.3 The Customer acknowledges and agrees that Collect Solutions has appointed the Sub-Processors listed on Collect Solutions' website at <https://collects.io/sub-processors> ("**Sub-Processor List**"), and the Customer further acknowledges and agrees that Collect Solutions may authorise these Sub-Processors to process Personal Data on behalf of the Customer, subject to Collect Solutions satisfying the obligations set out in paragraph 2.5 below in respect of each Sub-Processor.
- 2.4 The Customer acknowledges and agrees that Collect Solutions may appoint additional or replacement Sub-Processors from time to time, and further acknowledges and agrees that Collect Solutions may authorise these Sub-Processors to process Personal Data on behalf of the Customer provided that Collect Solutions does not authorise these Sub-Processors to process Personal Data on behalf of the Customer without informing the Customer by updating the Sub-Processor List, thereby giving the Customer the opportunity to object. The Customer may only object to the change to the Sub-Processors on grounds that, in Collect Solutions' reasonable opinion, are due to an actual or likely breach of Data Protection Legislation by the appointment of the Sub-Processor ("**DP Compliance Objection**"). The Customer shall have 10 Business Days from when Collect Solutions updates its Sub-Processor List to raise its objections with Collect Solutions otherwise the Customer is deemed to have approved the appointment of the Sub-Processor. Where the Customer raises a DP Compliance Objection, and Collect Solutions is unable to resolve the matter to the reasonable satisfaction of the Customer within 14 days of receipt, Collect Solutions may terminate the Agreement by giving the Customer 5 Business Days' notice, in which case Collect Solutions shall refund the Customer for the Fees it has paid in advance for use of the FAAR Solution and/or Services that will not be received due to the termination (pro rata as applicable).
- 2.5 Collect Solutions shall not authorise any of the Sub-Processors to process Personal Data on behalf of the Customer unless:
 - (a) Collect Solutions' contract with the relevant Sub-Processor complies with all applicable Data Protection Legislation and imposes data protection obligations on the Sub-Processor which are no less onerous than those imposed on Collect Solutions under this DPA; and

- (b) Collect Solutions remains liable to the Customer for the performance of the Sub-Processor's obligations.

3. THE CUSTOMER'S OBLIGATIONS

- 3.1 Without prejudice to the generality of paragraph 1.1, the Customer shall comply with all provisions under the Data Protection Legislation including by ensuring that all Personal Data disclosed to Collect Solutions has been lawfully and validly obtained and that it is entitled to disclose and transfer the Personal Data to Collect Solutions so that Collect Solutions may lawfully use, process and transfer the Personal Data in accordance with the Agreement.
- 3.2 The Customer shall not disclose or transfer any Personal Data to Collect Solutions that Collect Solutions is not lawfully permitted to process or that Collect Solutions does not require for the purposes of providing the FAAR Solution and/or the Services.
- 3.3 The Customer acknowledges that Collect Solutions is reliant on the Customer for direction as to the extent to which it is entitled to use and process the Personal Data. Consequently, Collect Solutions will not be liable for any claim brought by a Data Subject or other third party arising from any action or omission by Collect Solutions, and the Customer shall indemnify Collect Solutions for such claims, to the extent that such action or omission resulted directly from the Customer's directions.

Appendix - Data Processing Details

Subject matter / scope	The supply of the FAAR Solution and the Services.
Nature and purpose of processing	The receipt, storage, use, analysis, transfer and deletion of the Personal Data.
Duration of the processing	The duration of the Agreement and a short time afterwards to allow Personal Data to be deleted or returned to the Customer as required by this DPA.
Types of Personal Data	Names, contact information, financial information related to invoices and unpaid debts.
Categories of Data Subject	Employees and other staff that work for the Customer. Employees and other staff that work for the Customer's debtors.