



## DATA PROCESSING ADDENDUM (GDPR and EU Standard Contractual Clauses)

This Data Processing Addendum ("Addendum") forms part of the PANALITIX [Terms of Business](#) & [Terms of Use](#) (and any ancillary or related documentation), as updated or amended from time to time ("Agreement"), between the Client (as identified below) and PANALITIX. All capitalised terms not defined in this Addendum have the meaning set out in the Agreement.

### HOW TO EXECUTE THIS ADDENDUM

1. This Addendum has been signed by PANALITIX.
2. If PANALITIX processes personal data on behalf of a PANALITIX client and that client qualifies as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (an Eligible Client), such Eligible Client may execute this Addendum. Eligible Clients may complete this Addendum by:
  - (a) Completing the information in the signature box and counter-signing on page 5; and
  - (b) Submitting the completed and signed Addendum to PANALITIX at [privacy@panalitix.com](mailto:privacy@panalitix.com). Any questions regarding this Addendum should be sent to [privacy@panalitix.com](mailto:privacy@panalitix.com)
3. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

Permission to use the Facilities, view and post Materials is conditional upon you agreeing to the following [Terms of Business](#) (TOB), the [Terms of Use](#) and [Privacy Policy](#).

### HOW THIS ADDENDUM APPLIES

If the entity signing this Addendum is an Eligible Client at the date of counter-signature, this Addendum will form part of the Agreement. In such cases, the PANALITIX entity which is a party to the Agreement will be a party to this Addendum, as identified in the Eligible Client PANALITIX invoice. If the entity signing this Agreement is not an Eligible Client at the date of counter-signature, this Agreement will not be valid or legally binding. 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 Eligible Client counter-signature or the date the EU General Data Protection Regulation (Regulation 2016/679) has come into full force and effect.



## DEFINITIONS

**“Controller”** means the entity which determines the purposes and means of the Processing of Personal Data.

**“Customer Data”, “Client Data”, “Personal Data”** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

**“Data Protection Laws and Regulations”** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom applicable to the Processing of Personal Data under the Agreement.

**“Data Subject”** means the identified or identifiable person or entity to whom Personal Data relates.

**“GDPR”, “Applicable Data Protection Law”** means the EU General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**“PANALITIX”** means the PANALITIX Pty Ltd, PANALITIX UK Limited and PANALITIX USA Inc. entities which is a party to this Addendum, as specified in the section “HOW THIS ADDENDUM APPLIES” above, being PANALITIX Pty Ltd, a company incorporated in Australia, PANALITIX USA Inc., a company incorporated in the United States of America, or PANALITIX UK Limited, a company registered in England and Wales, as applicable.

**“PANALITIX Group”** means PANALITIX and its Affiliates engaged in the Processing of Personal Data.

**“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction erasure or destruction.

**“Processor”** means the entity which Processes Personal Data on behalf of the Controller.

**“Sub-processor”** means any Processor engaged by PANALITIX, by a member of the PANALITIX Group or by another Sub-processor.

## DATA PROTECTION

**1. Relationship of the parties:** Client (the controller) appoints PANALITIX 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



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(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. Prohibited data:** Unless explicitly requested by PANALITIX to do so, the Client shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to PANALITIX for processing. However, in its sole discretion, and for the sake of clarity Personal Data with information about trade/union/professional association membership and the processing of data concerning health if they pose a potential impact to a specific business activity, that PANALITIX may be engaged to consult with the Client.

**3. International transfers:** PANALITIX 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.

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

**5. Security:** PANALITIX shall implement technical and organisational measures 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"). This information can be made available upon request by emailing [privacy@panalitix.com](mailto:privacy@panalitix.com).

**6. Subcontracting:** The Client consents to PANALITIX engaging third party sub-processors to process the Data for the Permitted Purpose provided that: (i) PANALITIX maintains an up-to-date list of its sub-processors, which will be available upon request on or before 25 May 2018, which it shall update with details of any change in sub-processors at least 30 days prior to the change; (ii) PANALITIX imposes data protection terms on any sub-processor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law. The Client may object to PANALITIX's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such an event, PANALITIX will either not appoint or replace the sub-processor or, if this is not reasonably possible, in PANALITIX's sole discretion, the Client may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Client up to and including the date of suspension or termination). This information can be made available upon request by emailing [privacy@panalitix.com](mailto:privacy@panalitix.com).

**7. Cooperation and data subjects' rights:** PANALITIX shall provide reasonable and timely assistance to the Client (at Client's expense) to enable the Client to respond to: (i) any request from a data subject to exercise any



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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 PANALITIX, PANALITIX shall promptly inform the Client providing full details of the same.

**8. Data Protection Impact Assessment:** If PANALITIX 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 Client and provide reasonable cooperation to Client in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.

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

**10. Deletion or return of Data:** Upon termination or expiry of the Agreement, PANALITIX will, on the Client's explicit request, delete or return the Data in its possession or control (in a manner and form decided by PANALITIX, acting reasonably). This requirement shall not apply to the extent that PANALITIX 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 PANALITIX shall securely isolate and protect from any further processing. Such requests must be emailed to the Chief Privacy Officer at [privacy@panalitix.com](mailto:privacy@panalitix.com).



# PANALITIX

## PANALITIX Pty Ltd

DocuSigned by:  
 Signature: Colin Dunn  
8AE1333BF2BE427...  
 Name: Colin Dunn  
 Position: Secretary  
 Date: 5/18/2018

## PANALITIX USA Inc.

DocuSigned by:  
 Signature: Colin Dunn  
8AE1333BF2BE427...  
 Name: Colin Dunn  
 Position: Secretary  
 Date: 5/18/2018

## PANALITIX UK Limited

DocuSigned by:  
 Signature: Colin Dunn  
8AE1333BF2BE427...  
 Name: Colin Dunn  
 Position: Director  
 Date: 5/18/2018

**Client Business Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Individual Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_