

K&D Builders (2008) Limited.

Data Processing Schedule

Data Protection Law means (i) the Data Protection (Jersey) Law 2018 and associated regulations and orders, as amended or updated from time to time, cease to be in force in Jersey and then (ii) any successor law to the Data Protection (Jersey) Law 2018.

All words and phrases used in this Data Processing Schedule that are defined in the Data Protection Law shall have the same meaning as in such Data Protection Law.

1. DATA PROTECTION

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Law. This clause 1.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Law.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Law, **K & D Builders (2008) Limited** is the **Data Controller** and you are the **Data Subject**.
- 1.3 Without prejudice to the generality of clause 1.1, we will ensure that we have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to any third-party processor for the duration and purposes of this agreement.
- 1.4 Without prejudice to the generality of clause 1, we shall, in relation to any Personal Data to you processed in connection with the performance by us of our obligations:
 - (a) process Personal Data only on your written consent unless otherwise required by the laws of Jersey, the United Kingdom or of any member of the European Union to process Personal Data (**Applicable Laws**). Where we are relying upon an Applicable Law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from notifying you;
 - (b) ensure that we have 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 our 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 us;
 - (c) ensure that all employees and personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

- (d) not transfer any Personal Data outside of Jersey, the United Kingdom or the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) we have provided appropriate safeguards in relation to the transfer;
 - (ii) you have enforceable rights and effective legal remedies;
 - (iii) we comply with our obligations under the Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) we comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
- (e) to respond, as your cost, to a Data Subject request from you, to the extent required and subject to compliance with, our obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify you without undue delay on becoming aware of a Personal Data breach;
- (g) at your written direction, delete or return Personal Data and copies thereof to you at the end of the provision of services unless required by an Applicable Law, by our insurer or any regulatory body to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate our compliance with this schedule.

1.5 You consent to us appointing our IT service provider, as a third-party processor of Personal Data. We confirm that we have entered or (as the case may be) will enter with the third-party processor a written agreement substantially on that third party's standard terms of business which, include protection of data provision in compliance with the Data Protection Law. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us pursuant to this schedule.

1.6 Should you have any queries in relation to this Policy please contact Mrs Julie Mollet, as Company Secretary.

1.7 You have a right to bring a complaint to Jersey's Information Commissioner in relation to the processing of your Personal Data.

1.8 We may, at any time on not less than 30 days' notice, revise this schedule by replacing it with any applicable new controller to processor standard clauses or similar terms and if we do so, we will require you to sign a copy of the revised schedule to enable us to continue to provide our services to you.