

Sweco UK GDPR Schedule

1.1 Part A: Data processing details

Processing of Protected Data (if any) by us 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 hereof.

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|---------------------------------------|----------|
| Subject-matter of processing: | [Insert] |
| Nature and purpose of the processing: | [Insert] |
| Categories of data subjects: | [Insert] |
| Duration of the processing: | [Insert] |
| Type of personal data: | [Insert] |
| Specific processing instructions: | [Insert] |

1.2 Part B

In this Schedule:

Controller, Data Subject, Personal Data, Processor and processing shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes shall be construed accordingly) and international organisation and Personal Data.

Breach shall have the respective meaning given to it from time to time in the GDPR;

Data Protection Laws means, as binding on either party or the Services: the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR; any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding pronouncement (as amended, consolidated or re-enacted from time to time) that relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and 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 (General Data Protection Regulation) OJ L 119/1, 4.5.2016 (the "GDPR") (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, in each case as amended, consolidated or re-enacted from time to time; and (b) any code of practice or guidance published by the Information Commissioner's Office (or equivalent regulatory body) from time to time.

GDPR means UKGDPR as defined by the Data Protection Act 2018 and includes the General Data Protection Regulation (EU) 2016/679;

Protected Data means Personal Data received from or on your behalf relating to the performance of our obligations under this Agreement;

Sub-Processor means any agent, subcontractor or other third party (excluding its employees) engaged by us for carrying out any processing activities on your behalf of in respect of the Protected Data.

1.3 Compliance with data protection laws

For the purposes of processing Protected Data pursuant to this Agreement you are the Controller, and we are the Processor. You shall comply with all Data Protection Laws relating to the processing of Protected Data and you shall ensure all instructions given to us in respect of Protected Data are in accordance with Data Protection Laws. You shall advise us of any requirement to process Protected Data as part of our Services and provide us in writing with sufficient detail for completion of part A of the schedule hereto. We shall process Protected Data in compliance with the obligations placed on us under Data Protection Laws

and the terms of this Agreement. You shall indemnify and keep us indemnified 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 arising from any investigation or otherwise by, or imposed by, a supervisory authority) arising out of or in connection with any breach by you of your obligations under this clause.

1.4 Instructions

We shall only process (and shall ensure our personnel only process) the Protected Data in accordance with this Agreement except where (i) alternative processing instructions are agreed between us in writing) and/or (ii) where otherwise required by applicable law (and we shall inform you of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). If we believe that any instruction from you is likely to infringe the Data Protection Laws we shall inform you and be entitled to cease to provide the relevant Services until we have agreed appropriate amended instructions which allow us to comply with Data Protection Laws.

1.5 Technical and organisational security measures

We shall implement and maintain technical and organisational security measures to protect the Protected Data 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. We 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.

1.6 Sub-processing and personnel

We shall (i) not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees during their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without your written consent (ii) 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 clause that is enforceable by us and ensure each such Sub-Processor complies with all such obligations (iii) remain fully liable to you under this Agreement for all the acts and omissions of each

Sub-Processor as if they were our own and (iv) ensure that all persons authorised by us or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

1.7 Assistance

We shall (i) at your cost, assist you in ensuring compliance with your 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, the information available us and the nature of the processing (ii) at your cost, assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of your 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.

1.8 International transfers

We shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any international organisation without your prior written consent.

1.9 Audits and processing

We shall, in accordance with Data Protection Laws, make available to you such information that is in our possession or control as is necessary to demonstrate our compliance with the obligations placed on us under this clause 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), and allow for and contribute to audits, including inspections, by you (or another auditor properly mandated by you) for this purpose, subject always to a maximum of one audit request in any 12-month period.

1.10 Deletion/return

At the end of the provision of the Services relating to the processing of Protected Data, at your cost and option, we shall either return all the Protected Data to you 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 us to store such Protected Data. This clause shall survive termination or expiry of this Agreement.

Revisions

| Revision: | Date Issued: | Notes |
|------------------|---------------------|---------------|
| 1 | 20/12/2023 | Annual review |
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