

# APTECO DATA PROCESSING AGREEMENT

Version: 30<sup>th</sup> April 2026

## Parties

The parties to this Data Processing Agreement (“**DPA**”) are

Apteco Limited incorporated and registered in England with company number 03982815 whose registered office is at Tink-a-Tank House, 21 Jury Street, Warwick, CV34 4EH, United Kingdom (“**Apteco**”, “**we**”, “**us**” or “**our**”)

and

An organisation with an Apteco Software Licence for use of software or services (“**Client**”, “**you**” or “**your**”)

each a “**Party**” and together “**the Parties**”.

## Subject Matter

This DPA is made between the Parties regarding the instruction, scope, processing, retention and deletion of data regarding identifiable natural people as defined in the Privacy and Data Security legislation (“**Personal Information**”)

### 1. Data processing

- 1.1 This DPA is subject to the terms of the Software Licence between the Parties regarding the provision of Apteco software and services. Unless otherwise stated in this DPA, the definitions of the Software Licence shall apply accordingly.
- 1.2 This DPA shall govern all obligations between the Parties regarding matters covered by Privacy and Data Security legislation. It shall apply in addition to any other arrangements between the Parties and take precedence over all other arrangements between the Parties relating to the processing of Personal Information.
- 1.3 As between you and us, we will act as an independent data processor for you when processing any Personal Information for which you are the data controller or which you process as data processor for a different data controller. These data controller and data processor roles apply for any purpose in connection with the performance of our obligations and/or enforcement of our rights under the Software Licence, including but not limited to the provision of software and of data hosting services and of support services and of the other Business Purposes set out in clause 2.2 of this DPA and further only in accordance with any specific written data processing instruction made by you and accepted by us.
- 1.4 We will exclusively process Personal Information in compliance with the provisions of this DPA and on your instructions. You shall provide such instructions in written form including by email and be responsible for ensuring that such instructions are complete, accurate and comply with Privacy and Data Security Legislation. We will inform you without undue delay if we believe that the processing of Personal Information or an instruction of yours constitutes a violation of Privacy and Data Security Legislation.
- 1.5 Any processing of Personal Information in violation of this DPA and outside of instructions from you is prohibited, unless we are subject to a legal obligation to carry out such processing. In such a case, we shall inform you of that legal requirement before processing Personal Information unless that law prohibits us from giving such notice.
- 1.6 You warrant to us that you and any other relevant data controller have all the necessary consents and/or lawful grounds in place to enable the lawful transfer to us of any Personal Information including data regarding any Users and/or other data subjects and the lawful processing by us of such Personal Information for the duration and purposes outlined in clause 2 of the DPA.

1.7 You will inform us in writing in advance if any of the data you will provide to us includes special or otherwise protected characteristics such as medical, religious or gender information and we will notify you in writing if we need to restrict the processing of such Personal Information for example in order to comply with the data processing agreements we have with our sub-data-processors.

1.8 We shall each comply with the Privacy and Data Security Legislation.

## 2. Subject matter and duration of the processing, content of the processing

2.1 The nature of the Personal Information processing shall be determined by the Software Licence and by the data and the instructions provided by you and accepted by us.

2.2 Personal Information is processed for the following purposes:

(a) the granting of a licence by us to you to use the Software and services;

(b) the provision of services by us to you to store and process data;

(c) the provision of software support and training and other services by us to you in order for you to use the Software and services;

(d) the performance by us of our obligations under the Software Licence; and

(e) the exercising by us of our rights under the Software Licence;

each as described in and subject to the Software Licence and any other purpose specifically agreed between us in writing (collectively the "**Business Purposes**").

2.3 The duration of this DPA corresponds to the term of the Software Licence or so long as we retain any Personal Information related to the Software Licence in our possession or control or in the possession or control of one of our sub-data-processors acting on our instructions (collectively, the "**Term**")

2.4 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the Software Licence in order to protect the Personal Information will remain in full force and effect.

2.5 If a change in Privacy and Data Security Legislation prevents either Party from fulfilling all or part of its obligations under the Software Licence, the Parties may agree to suspend the processing of any Personal Information until that processing complies with new requirements.

2.6 Subject to clause 2.7, we shall ensure that the processing of Personal Information under this DPA shall take place exclusively in the UK or in a member state of the European Union or in another Contracting State to the Agreement on the European Economic Area or in a third country in respect of which an adequacy decision of the European Commission or the UK (as applicable depending on the Apteco contracting Party) has been made.

2.7 Any transfer of Personal Information to a third country not covered in clause 2.6 shall only take place if:

(a) the specific transfer requirements of the applicable Privacy and Data Security Legislation are fulfilled; or

(b) where the transfer is from the UK, there is in place an International Data Transfer Agreement as provided by the UK Information Commissioner's Office for the transfer of personal data from the UK (a reference to which agreement is set out in Annex A) or such alternative clauses as may be approved by the UK from time to time; or

- (c) where the transfer is from the UK there is in place an addendum to the European Commission's Standard Contractual Clauses as provided by the UK Information Commissioner's Office for the transfer of personal data from the UK (a reference to which addendum is set out in Annex B) or such alternative addendum as may be approved by the UK from time to time; or
- (d) where the transfer is from the EU or EEA, there is in place the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914 (a reference to which is set out in Annex C) or such alternative clauses as may be approved by the European Commission from time to time; or
- (e) where the transfer is from Canada there is in place a specific data transfer agreement between the data exporter and the data importer that ensures the data importer shall secure and process the data to the same standards as are enforced in Canada; or
- (f) where the transfer is from Australia there is in place a specific data transfer agreement between the data exporter and the data importer that ensures the data importer shall secure and process the data to the same standards as are enforced in Australia; or
- (g) where the transfer is from New Zealand there is in place a specific data transfer agreement between the data exporter and the data importer that ensures the data importer shall secure and process the data to the same standards as are enforced in New Zealand.

2.8 The types of Personal Information subject to processing by us are controlled by you through your choice of what data you provide to us which may include the following categories of data:

- (a) contact information, possibly including name, physical address, email address, mobile number, social network identifiers, etc.;
- (b) transactional information, possibly including enquiry, purchase, return, subscription and donation information including dates, products, services, values, etc.;
- (c) device and digital identifiers, possibly including advertising ids, tokens, app identifiers, etc.;
- (d) profiling information, possibly including personal characterising, segmenting, scoring, behavioural modelling data, etc.;
- (e) campaign and communication information, possibly including details of previous, current and planned campaigns, responses, interactions, dates, values and response attribution, etc;
- (f) special personal data possibly including details of medical or protected characteristics and such data must be clearly identified in advance and which may be used for restricted purposes in the Software or services;
- (g) other types of data that may be used in the Software or with the services or as instructed by you.

2.9 The categories of data subjects affected by the processing include:

- (a) Current and past Licensed Users and Unlicensed Users of the Software and services;
- (b) Current and past employees, workers, agents and contractors of you or the Licensee;
- (c) Any data subjects provided by the Licensee or by the data controller including potential, current and past customers or supporters or other contacts for which they are the data controller.

### **3. Duties of Apteco, Technical and Organisational Measures**

3.1 Regarding our processing of your Personal information:

- (a) we acknowledge that any Personal Information received by us from you shall constitute confidential and proprietary information and that its use and security is subject to the confidentiality provisions of Clause 10 of the Software Licence and Applicable Laws and Privacy and Data Security Legislation;
- (b) we shall keep and ensure that all our employees and contractors keep the Personal Information confidential and shall only process the Personal Information:
  - (i) for the Business Purposes;
  - (ii) in accordance with the written instructions received from you from time to time;
  - (iii) as may be required by Applicable Laws or Privacy and Data Security Legislation; and
  - (iv) as otherwise specified in the Software Licence;
- (c) we have and will maintain in place during the Term the appropriate and reasonable technical and organisational measures that are suitable and sufficient to protect any Personal Information against unauthorised or unlawful processing and against accidental loss, destruction or damage. We are entitled to make changes to these technical and organisational measures at any time, provided that the level of security does not fall below the standard expressed in this clause;
- (d) we will take all reasonable steps to ensure that Personal Information will only be available to such staff members who need to have access to it;
- (e) we will ensure our staff are trained in handling Personal Information and in the data privacy and security principles of the Privacy and Data Security Legislation;
- (f) we will inform you if we are aware of any significant impairment of our ability to carry out any processing of Personal Information under this DPA. The same applies if, based on circumstances and information we are aware of, we believe that our processing of Personal Information or an instruction of yours constitutes a violation of Privacy and Data Security Legislation;
- (g) we will assist you, insofar as this is possible, taking into account the nature of the processing and the information available to us, and at your cost and written request, in (i) responding to any request from a data subject, and in (ii) ensuring your compliance with your obligations under Privacy and Data Security Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (h) we will not respond to any such request under clause 3.1(g) without your prior written consent;
- (i) we will notify you without undue delay if we become aware of a Personal Information breach;
- (j) we will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Information and/or a Personal Information breach without first obtaining your written consent, except when required to do so by law.
- (k) we shall manage Personal Information in accordance with the privacy policy available at [www.apteco.com/privacy-policy](http://www.apteco.com/privacy-policy). The terms of this DPA shall prevail if there is any conflict between the DPA and our privacy policy.
- (l) We shall have in place an appointed Data Protection Officer able to assist you with data protection enquiries and contactable by email to [data.privacy@apteco.com](mailto:data.privacy@apteco.com).

3.2 Immediately following any accidental, unauthorised or unlawful personal data processing or personal data breach, the Parties will co-ordinate with each other to investigate the matter. Further, we will reasonably cooperate with you, at your cost, in your handling of the matter.

3.3 We agree that you have the sole right and responsibility to determine:

- (a) whether to provide notice of any accidental, unauthorised or unlawful processing and/or Personal Information breach to any data subjects, the UK Information Commissioner, other in-scope regulators, law enforcement agencies or others, as required by Privacy and Data Security Legislation or in your discretion, including the contents and delivery method of the notice; and
- (b) whether to offer any type of remedy to affected data subjects, including the nature and extent of such remedy.

3.4 On request by you and in any event upon the termination or expiry of the Software Licence, we shall (at your discretion) promptly delete or destroy any of your Personal Information held in our storage for the provision of Software or services or technical support or shall surrender to you, within thirty (30) days of receipt of such a written request, any Personal Information that you had provided to us in connection with the Software Licence or which we have created in connection with our processing activities hereunder, unless applicable law requires the storage of the data, records or documentation. You shall pay all reasonable expenses incurred by us in returning or disposing of such Personal Information in accordance with this clause 3.4.

3.5 Nothing in this DPA shall require us to remove Personal Information held on backup media, which shall be held as confidential information and not retrieved until overwritten or removed in the normal cycle of the backup process or is otherwise destroyed.

3.6 We shall keep accurate and up-to-date written records regarding any processing of Personal Information under this DPA, in order for us to be able to demonstrate our compliance.

#### **4. Access rights, inspection rights and complaints (including data subject requests and third-party rights)**

4.1 Upon written request and upon prior written notice of at least 10 business days, you shall be granted access to any of our premises where we process your Personal Information but not to the premises of our sub-data-processors in order to conduct inspections and investigations during our normal business hours, provided that:

- (a) you shall not exercise your rights under this clause 4.1 more than once every twelve (12) months;
- (b) you treat any information you obtain access to as part of any such inspection or investigation in accordance with clause 10 of the Software Licence regarding confidentiality;
- (c) such inspections and investigations shall not entitle you to access any of our internal pricing or information relating to any of our other clients;
- (d) you shall ensure that such inspections and investigations do not interfere with our business operations; and
- (e) you shall bear the cost of any such inspections and investigations.

4.2 You may also choose to exercise this right through or jointly with another auditor mandated by you and bound to the same confidentiality obligations, provided such third party is not a competitor of us. You are obliged to document the result of the audit and submit a report to us. As far as we consider the deficiencies mentioned in the respective report to be justified and non-trivial, we shall remedy such deficiencies without undue delay.

4.3 We shall, at your cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to you as you may reasonably require, to enable you to comply with:

- (a) the rights of data subjects under Privacy and Data Security Legislation, including subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of Personal Information, and restrict the processing of Personal Information; and

(b) information or assessment notices served on the you by any supervisory authority under Privacy and Data Security Legislation.

4.4 We shall notify you as soon as possible in writing if we receive any complaint, notice or communication that relates directly or indirectly to the processing of Personal Information or to either Party's compliance with the Privacy and Data Security Legislation.

4.5 We shall notify you without undue delay if we receive a request from a data subject for access to their Personal Information or to exercise any of their other rights under Privacy and Data Security Legislation.

4.6 We shall give you, at your cost, reasonable co-operation and assistance in responding to any complaint, notice, communication or data subject request.

## **5. Assignment of further processors**

5.1 You acknowledge and agree that we may engage any of the sub-data-processors listed on our website at [www.apteco.com/sub-data-processors](http://www.apteco.com/sub-data-processors) as updated or otherwise notified to you in writing from time to time in our provision of software and services and processing of Personal Information for you.

5.2 We will impose no less onerous data protection obligations on the further sub-data-processors by way of a contract or other legal instrument as set out in this DPA with each sub-data processor. We will document the contractual basis of data transfer for each sub-data-processor on the web page defined in clause 5.1 and will in particular provide sufficient guarantees that the appropriate technical and organisational measures are implemented in such a way that the processing of Personal Information is carried out in accordance with the requirements of this DPA and the Privacy and Data Security Legislation.

5.3 You agree that we will be deemed to control any of your Personal Information in the possession of our sub-data-processors and that we shall instruct such sub-data-processors only in accordance with the Software Licence and instructions from you.

5.4 You hereby explicitly approve us appointing any other member of the Apteco group as a sub-data-processor under this DPA.

## **6. Miscellaneous**

6.1 The limitation of liability provisions set forth in clause 12 of the Software Licence will apply to our liability to you under this DPA.

6.2 The notice provisions set forth in clause 16 of the Software Licence will apply to the Parties in respect of any notices they may give under this DPA.

6.3 This DPA is governed by the Laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

6.4 Should any provision of this DPA be found to be invalid or unenforceable by an English court then the remainder of this DPA shall remain as valid and enforceable. The invalid provision shall be renegotiated by the Parties acting in good faith with reasonable endeavours to achieve the original purpose of the invalid provision or otherwise interpreted as if such invalid provision were never part of this DPA.

6.5 This DPA and any associated UK International Data Transfer Agreement or EU / EEA Standard Contractual Clauses shall terminate on the expiry or termination of the Software Licence except for those clauses that are constructed to continue.

**SIGNED as an agreement between Apteco and Client by reference to this online resource when an Apteco Software Licence is accepted by Client.**

Note

Versions of this agreement made out for your organisation for digital or wet ink signature are available on request.

**Annex A – UK International Data Transfer Agreement**

Included here by reference to the UK Information Commissioner's Office latest standard materials as may be found on their website at <https://ico.org.uk/media2/migrated/4019538/international-data-transfer-agreement.pdf> (or by search of <https://ico.org.uk>) and as may be amended from time to time according to clause 5.4 of that agreement.

**Annex B – UK Addendum to Standard Contractual Clauses**

Included here by reference to the UK Information Commissioner's Office latest standard materials as may be found on their website at <https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf> (or by search of <https://ico.org.uk>) and as may be amended from time to time according to clause 18 of that addendum.

**Annex C – European Commission's Standard Contractual Clauses**

Included here by reference to the European Commission's Standard Contractual Clauses as may be found in the Annex to the implementing decision on their website at [http://data.europa.eu/eli/dec\\_impl/2021/914](http://data.europa.eu/eli/dec_impl/2021/914).