



Data Processing Agreement

1. Introduction

This Data Processing Agreement (“Agreement”), sets forth the obligations with respect to the processing of Personal Data in connection with the Kim Document Product. The Agreement is incorporated by reference into the Kim Document Terms and Conditions.

2. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Agreement.

2.1 Definitions:

Business Purposes: the services to be provided by Kim Technologies Limited (trading as Kim), to the Kim Document customer (“Customer”) as described in the Kim Document Terms and Conditions.

Commissioner: the Information Commissioner.

Controller: has the meaning given to it in section 6, DPA 2018.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

Personal Data: means any information relating to an identified or identifiable living individual that is processed by Kim on behalf of the Customer as a result of, or in connection with, the provision of the services under the Kim Document Terms and Conditions; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.

Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

Records: has the meaning given to it in Clause 12.

UK GDPR: the United Kingdom General Data Protection Regulation 2021, as based on Regulation (EU) 2016/679.



2.2 This Agreement is subject to the Kim Document Terms and Conditions. The Annex form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annex. A reference to writing or written includes email.

3. Personal Data Types and Processing Purposes

The Customer and Kim agree and acknowledge that for the purpose of the Data Protection Legislation:

- a) the Customer is the Controller and Kim is the Processor.
- b) The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Kim.
- c) Annex A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which Kim may process the Personal Data to fulfil the Business Purposes. This may be varied by the parties in writing.

4. Kim's Obligations

4.1 Kim will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. Kim will not process the Personal Data for any other purpose or in a way that does not comply with the Kim Document Terms and Conditions, this Agreement or the Data Protection Legislation.

4.2 Kim will respond promptly to any reasonable Customer written instructions requiring Kim to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

4.3 Kim will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer, the Kim Document Terms and Conditions, or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner).

4.4 Kim will reasonably assist the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Kim's processing and the information available to Kim in respect of the Kim Document Product.

4.5 Kim will permit, subject to Kim's security protocols, the Customer and its third-party representatives to audit and inspect Kim's records and systems relating to Kim's compliance with its obligations under this Data Processing Agreement, on at least 7 days' written notice, during the Term of this Agreement.

4.6 Kim will ensure that all of its employees:

- a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
- b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
- c) are aware both of Kim's duties and their personal duties and obligations under the Data Protection Legislation.



5. Security

Kim will at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.

6. Personal Data Breach

6.1 Kim will without undue delay notify the Customer in writing if it becomes aware of:

- a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data;
- b) any accidental, unauthorised or unlawful processing of the Personal Data; or
- c) any Personal Data Breach.

6.2 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, Kim will take reasonable steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.

7. Cross-Border Transfers of Personal Data

Kim will not transfer or otherwise process the Personal Data outside the UK, except as set out in the Kim Document Privacy Policy, without obtaining the Customer's prior written consent.

8. Subcontractors

8.1 Other than those subcontractors as set out in Annex A, Kim may not authorise any other third-party or subcontractor to process the Personal Data, without prior notice in writing to the Customer.

8.2 Where the subcontractor fails to fulfil its obligations under the written agreement with Kim, which contains terms substantially the same as those set out in this Agreement, Kim remains liable to the Customer for the subcontractor's performance of its agreement obligations, subject to clause 18 of the Kim Document Terms and Conditions.

9. Complaints, Data Subject Requests and Third-Party Rights

9.1 Kim will, subject to the Customer reimbursing Kim's reasonable costs, provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

- a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
- b) information or assessment notices served on the Customer by the Commissioner under the Data Protection Legislation.

9.2 Kim will notify the Customer without undue delay in writing if it receives any Data Subject access request, complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to its compliance with the Data Protection Legislation.



9.3 Kim will, subject to the Customer reimbursing Kim's reasonable costs, give the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

10. Term and Termination

This Agreement will remain in full force and effect so long as Kim retains any of the Personal Data related to the Kim Document Terms and Conditions in its possession or control.

11. Data Deletion

On termination of the Kim Document Terms and Conditions with the Customer for any reason, Kim will securely delete all or any of the Personal Data related to this Agreement in its possession or control.

12. Records

Kim will keep accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data.

13. Warranties

13.1 Kim warrants and represents that:

- a) its employees have received the required training on the Data Protection Legislation; and
- b) it will process the Personal Data in compliance with the Data Protection Legislation.

13.2 The Customer warrants and represents that Kim's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

Annex A: Personal Data Processing Purposes and Approved Subcontractors

Subject matter of processing: To enable Kim to deliver the Kim Document Product for the Customer

Duration of Processing: The duration of the Customer's use of the Kim Document Product under the Kim Document Terms and Conditions

Nature of Processing: The Business Purposes

Personal Data Categories: May include name, email address, contact details, financial data, business information, and other data as inputted by the Customer onto the Kim Document Product

Data Subject Types: May include Customer personnel, contractors, advisers, clients, suppliers and other third parties

Approved Subcontractors: Microsoft Corporation for hosting services