

Data Processing Agreement

This Agreement is entered into on 2019

Between:

Ideal Shopping Direct Limited with registered office at Ideal Home House, Newark Road, Peterborough, PE1 5WG (**Ideal**); and

Company Name with registered office at Registered Address (**the Supplier**).

The Supplier is a supplier of products to Ideal. Ideal has appointed the Supplier to provide processing services in respect of Customer Personal Data under the control of Ideal in the course of the Supplier fulfilling product orders placed by Customers with Ideal, including delivering or making products available for delivery, and/or for the purpose of any after sales or customer services enquiries raised by the Customer in connection with the relevant order, products or fulfilment of the same (the **Direct Despatch Services**).

1 Definitions

"**Customer**" means a customer of Ideal;

"**Data Protection Legislation**" means laws and regulations that apply in relation to the Processing of Personal Data including (without limitation) the GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, and any replacement or further legislation coming into effect from time to time together with any codes of practice or other guidance issued by a regulatory authority;

"**GDPR**" means EU General Data Protection Regulation 2016/679;

The terms "**Data Subject**", "**Personal Data**" and "**Processing**" shall have the meaning as set out in the Data Protection Legislation.

2 Processing Customer Personal Data

2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

2.2 The parties acknowledge that for the purposes of this Agreement, Ideal is the Data Controller and the Supplier is the Data Processor (where Data **Controller** and Data **Processor** have the meanings given in the Data Protection Legislation).

2.3 The Supplier shall (and shall procure that its agents, sub-processors and employees shall) not process Customer Personal Data other than:

- (a) on Ideal's documented instructions, unless required by any state or Union law to which the Supplier is subject; and
- (b) in accordance with Appendix A to this Agreement which sets out information regarding the Supplier's processing of the Customer Personal Data. Ideal may make reasonable amendments to Appendix A by written notice to the Supplier from time to time.

3 Obligations of Ideal

3.1 Ideal, as a Data Controller, is under a duty to comply with the Data Protection Legislation and to be accountable in relation to that compliance. Its obligations include, but are not restricted to:

- (a) observing Data Subject rights;
- (b) keeping appropriate records;
- (c) ensuring the security of Personal Data under its control even when being processed by third parties; and
- (d) complying with the data protection principles around data retention, data minimisation, purpose restriction, data accuracy and currency, using technical and organisational measures where possible.

3.2 Ideal requires the Supplier to assist it in compliance with these obligations to the best of its abilities.

4 Duties of the Supplier

4.1 The Supplier undertakes to meet the following obligations:

- (a) to assist Ideal in meeting its obligations as set out in clause 3 above, including promptly and without undue delay notifying Ideal of any request from a Data Subject for access to that person's Personal Data or to exercise any of their related rights under the Data Protection Legislation and provide Ideal with its full co-operation and assistance in complying with any such request;
- (b) to ensure that all appropriate technical and organisational safeguards are in place to protect the Customer Personal Data from unauthorised access, disclosure, amendment or deletion, or accidental loss or destruction;
- (c) to ensure the reliability of any employee, contractor or agent who may have access to and /or are authorised to process the Customer Personal Data, ensuring in each case that access is limited to those individuals who:
 - (i) need to know / access the Customer Personal Data as is strictly necessary for the purposes of providing the Direct Despatch Services;
 - (ii) are aware of the confidential nature of the Customer Personal Data; and
 - (iii) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) to keep appropriate records to meet the requirements of Article 32 of the GDPR;
- (e) to observe the controls around sub-processing and obtain the consent of Ideal to the appointment of any sub-processors, as detailed in clause 6 below;
- (f) to assist Ideal in ensuring compliance with the obligations around security, mandatory breach notifications, data privacy impact assessments and prior consultation (Articles 32 to 36 of the GDPR), taking into account the nature of processing and the information available to the Supplier;
- (g) to make available to Ideal all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by Ideal or another auditor mandated by Ideal; and
- (h) to maintain the integrity of the Customer Personal Data, without alteration, and to ensure that the Customer Personal Data can be separated from any other information created.

4.2 The Supplier shall promptly following receipt of a written request from Ideal (and in any event within 5 days of receipt of Ideal's request):

- (a) return a complete copy of the Customer Personal Data to Ideal by secure file transfer, or other secure method in a format as specified by Ideal; and
- (b) delete, and procure the deletion of all other copies of the Customer Personal Data processed by the Supplier and /or any sub-processor, unless legally required to retain them.

4.3 The Supplier further undertakes not to transfer, and shall not allow the transfer of, any Customer Personal Data outside of the European Economic Area unless the prior written consent of Ideal has been obtained, the Supplier has provided appropriate safeguards in relation to the transfer and the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

4.4 Where a Supplier uses third party applications or Cloud services to process Customer Personal Data to provide the Direct Despatch Services, the Supplier will ensure that they take appropriate and adequate security measures to ensure the protection of the Customer Personal Data.

5 Security breach reporting

Ideal is under a statutory obligation to report Personal Data security breaches. The Supplier hereby undertakes to report any Personal Data security breaches that occur to Customer Personal Data provided by Ideal within 24 hours of a breach occurring.

6 Sub-processing

6.1 The Supplier hereby undertakes not to authorise any sub-processor to process the Customer Personal Data without the specific written authorisation of Ideal.

6.2 The Supplier further undertakes to ensure that equivalent obligations are imposed on any sub-processors as those set out in clauses 2 and 4 above.

6.3 As between Ideal and the Supplier, the Supplier shall remain fully liable for all and any acts, omissions or failures of any sub-processor appointed by it pursuant to this clause 6 to fulfil its obligations in relation to the processing of any Customer Personal Data as though such act, omission or failure was that of the Supplier.

7 Access to information

The Supplier hereby agrees to allow Ideal access to its premises during normal office hours to carry out security checks subject to reasonable notice being given and /or to report on security issues as may be required by Ideal from time to time.

8 Term and termination

8.1 This Agreement shall come into force on the date shown above and continue for so long as the Supplier is providing the Direct Despatch Services to and processing Personal Data on behalf of Ideal.

8.2 Ideal may immediately terminate this Agreement on written notice to the Supplier. The Supplier may not terminate this Agreement without the written consent of Ideal.

8.3 On termination of this Agreement the Supplier shall return a complete copy of the Customer Personal Data to Ideal by secure file transfer, or other secure method in a format and on a media specified by Ideal, and shall delete the Customer Personal Data from its databases and destroy all copies of the Personal Data in its possession or those of its sub-processor, unless legally obliged to retain them.

9 Confidentiality

9.1 The Supplier will keep the Customer Personal Data confidential and will keep in safe custody all documentation, discs and other media used to record or store the Customer Personal Data. In particular, the Supplier agrees that, save with the prior written consent of Ideal, it shall not disclose the Customer Personal Data supplied to the Supplier by, for, or on behalf of Ideal to any third party (other than a permitted sub-processor).

9.2 The Supplier shall not make any use of any Customer Personal Data supplied to it by Ideal otherwise than in connection with the provision of the Direct Despatch Services.

9.4 Nothing in this Agreement shall prevent either party from complying with any legal obligation imposed by a regulator or court.

10 Indemnity

The Supplier agrees to indemnify and keep indemnified Ideal fully against all losses, damages, claims, costs and expenses (including reasonable legal expenses) incurred by Ideal for which Ideal may become liable due to any failure by the Supplier to comply with any of its obligations under this Agreement or any misuse of the Customer Personal Data contrary to the Data Protection Legislation.

11 Miscellaneous

11.1 Any amendment or variation to this Agreement shall be made only by express written agreement between the parties.

11.2 Failure by either party to exercise or enforce any rights available to that party under this Agreement shall not be construed as a waiver by that party of any such right nor operate so as to bar the exercise or enforcement of such right at any time.

11.3 This Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their Data Controller/Processor relationship under the Data Protection Legislation.

11.4 The unenforceability of any single provision of this Agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the parties shall use their best endeavours to negotiate and agree upon an enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.

- 11.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 11.6 This Agreement shall be governed by and construed in accordance with English law and both parties irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

SIGNED by a duly authorised
signatory for and on behalf of
Ideal Shopping Direct Limited

.....

SIGNED by a duly authorised
signatory for and on behalf of
Company Name

.....

APPENDIX A

Processing, Personal Data and Data Subjects

Part 1 Data Subjects

- Ideal's customers who have placed orders with Ideal.

Part 2 Nature and purposes of the processing

- Ideal's Customer Personal Data shall be processed for the purpose of fulfilment of the product order placed by the Customer with Ideal and/or for the purpose of any after sales or customer services enquiries raised by the Customer in connection with the relevant order, products or fulfilment of the same.

Part 3 Categories of Customer Personal Data

- Customer account number with Ideal
- Name
- Postal address
- Email address
- Contact telephone number
- Any other data provided for the purpose of personalising products (where applicable)
- Transactional data in respect of the product (non-personal data)

Part 4 Recipients

- The Supplier
- Ideal's carrier or the Supplier's carrier(s) which the Supplier has notified to Ideal and approved by Ideal from time to time;
- The Supplier's sub-processor which the Supplier has notified to Ideal and approved by Ideal from time to time in accordance with clause 6.

Part 5 Special categories data (if applicable)

The Customer Personal Data to be processed under this Agreement shall not include any special categories of data.

Part 6 Additional useful information (eg storage limits and other relevant information):

- Customer Personal Data shall be transmitted via Ideal's secure EDI order management system. Where Customer Personal data is transmitted by any other means both parties shall ensure appropriate security and safety measures are taken to ensure the safe transmission of the data.