

DATA PROCESSING AGREEMENT

This Data Processing Agreement is between Swift Food Services Ltd (company number 16457702) (**we, our or us**) and **you or your** being an Organiser under our Organiser Terms and Conditions. This Data Processing Agreement relates to the processing of Personal Data by us where we are providing services under the Organiser Terms and Conditions (**Services**).

1. Roles of the Parties

- 1.1 In connection with the Services, we are processing Personal Data on your behalf.
- 1.2 Each Party agrees to comply with the Data Protection Law in the Processing of Transferred Data.

2. Processing of Personal Data

- 2.1 You instruct us to process Transferred Data in accordance with this Data Processing Agreement (including in accordance with Attachment A).
- 2.2 We agree not to process Transferred Data other than on your documented instructions.
- 2.3 We agree to take reasonable steps to ensure the reliability of any of our Personnel who may have access to the Transferred Data, ensuring in each case that:
 - (a) access is strictly limited to those Personnel who need to know or access the relevant Transferred Data, as strictly necessary in connection with the Services; and
 - (b) the relevant Personnel are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3. Security

- 3.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we agree to implement appropriate technical and organisational measures in relation to the Transferred Data to ensure a level of security appropriate to that risk in accordance with the Data Protection Law.
- 3.2 In assessing the appropriate level of security, we agree to take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

4. Sub-Processing

- 4.1 You authorise our engagement of the Sub-Processors already engaged by us at the Commencement Date, which are set out in Attachment B.
- 4.2 Where we wish to engage a new Sub-Processor, we agree to provide written notice to you of the details of the engagement of the Sub-Processor at least 14 days' prior to engaging the new Sub-Processor (including details of the processing it will perform). You may object in writing to our appointment of a new Sub-Processor within 7 days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties will discuss such concerns in good faith

with a view to achieving resolution. If the Parties are not able to achieve resolution, we may, at our election:

- (a) not appoint the proposed Sub-Processor;
- (b) not disclose any Transferred Data we process on your behalf to the proposed Sub-Processor; or
- (c) terminate the Services (and the Agreement) for convenience.

- 4.3 You agree that the remedies described above are the only outcomes available if you object to our engagement of any proposed Sub-Processor.
- 4.4 Where we engage a Sub-Processor to process Transferred Data, we agree to enter into a written agreement with the Sub-Processor containing data protection obligations no less protective than those in this Data Processing Agreement with respect to the Transferred Data, and to remain responsible to you for the performance of such Sub-Processor's data protection obligations under such terms.
- 4.5 Where the transfer of Transferred Data from us to a Sub-Processor is a Restricted Transfer, it will be subject to the UK Transfer Mechanism (and documents or legislation referred to within it), which shall be deemed to be incorporated into this Data Processing Agreement, and the UK Transfer Mechanism is considered an appropriate safeguard.

5. Data Subject Rights

- 5.1 Taking into account the nature of the Processing, we agree to assist you by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests from Data Subject to exercise their rights under the Data Protection Law.
- 5.2 We agree to:
 - (a) promptly notify you if we receive a request from a Data Subject under the Data Protection Law in respect of Transferred Data; and
 - (b) ensure that we do not respond to that request except on your documented instructions or as required by the Data Protection Law, in which case we shall, to the extent permitted by the Data Protection Law, inform you of that legal requirement before we (or our Sub-Processor) respond to the request.

6. Personal Data Breach

- 6.1 We agree to notify you without undue delay upon becoming aware of a Personal Data Breach affecting Transferred Data, and to provide you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Law.
- 6.2 We agree to co-operate with you and take reasonable commercial steps as directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

6.3 If you decide to notify a Supervisory Authority, Data Subjects or the public of a Personal Data Breach, you agree to provide us with advance copies of the proposed notices and, subject to the Data Protection Law (including any mandated deadlines under it), allow us an opportunity to provide any clarifications or corrections to those notices.

7. **Data Protection Impact Assessment and Prior Consultation**

7.1 We agree to provide reasonable assistance to you, at your cost (to be charged on a reasonable time and materials basis), with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which you reasonably consider to be required by the Data Protection Law or any other data protection laws.

8. **Deletion or Return of Personal Data**

8.1 Subject to any document retention requirements at law, we agree to promptly and in any event within 30 business days of the date of cessation of any Services involving the Processing of Transferred Data, delete and procure the deletion of all copies of those Transferred Data.

9. **Audit Rights**

9.1 Subject to this clause 9, where required by the Data Protection Law, we shall make available to you on request all information reasonably necessary to demonstrate compliance with this Data Processing Agreement, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of Transferred Personal Data by us.

9.2 Where clause 9.1 applies, any audit (or inspection):

- (a) must be conducted during our regular business hours, with reasonable advance notice (which shall not be less than 30 business days);
- (b) will be subject to our reasonable confidentiality procedures;
- (c) must be limited in scope to matters specific to you and agreed in advance with us;

(d) must not require us to disclose to you any information that could cause us to breach any of our obligations under the Data Protection Law;

(e) to the extent we need to expend time to assist you with the audit (or inspection), this will be funded by you, in accordance with pre-agreed rates; and

(f) may only be requested by you a maximum of one time per year, except where required by a competent Supervisory Authority or where there has been a Personal Data Breach in relation to Transferred Personal Data, caused by us.

10. **Definitions**

10.1 In this Data Processing Addendum, capitalised terms have the meaning given to them in the main body of the Terms, and as follows:

Data Protection Law means the United Kingdom Data Protection Act 2018 and the EU GDPR as incorporated into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

Restricted Transfer means a transfer of Personal Data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to the Data Protection Law.

Transferred Data means any Personal Data that is Processed by us on your behalf in connection with the Services.

UK Transfer Mechanism means the legal methods and safeguards permitted under the Data Protection Law for dealing with Restricted Transfers, including adequacy decisions, standard contractual clauses, binding corporate rules, and other appropriate safeguards as recognised under the Data Protection Law.

10.2 The terms, "Data Subject", "Personal Data", "Personal Data Breach", "Processing" (including "Processed") and "Sub-Processor" shall have the same meaning as in the Data Protection Law.

ATTACHMENT A – DESCRIPTION OF TRANSFER

Categories and Treatment of Personal Data	
Personal Data Transferred	<p><u>Select all that apply:</u></p> <p>Basic identifying information:</p> <p><input checked="" type="checkbox"/> First name <input type="checkbox"/> Middle name <input checked="" type="checkbox"/> Last name <input type="checkbox"/> Maiden name <input type="checkbox"/> Date of birth <input type="checkbox"/> Sex <input type="checkbox"/> Gender <input type="checkbox"/> Nationality <input type="checkbox"/> Home address <input checked="" type="checkbox"/> Email address <input checked="" type="checkbox"/> Phone number</p> <p>Educational information:</p> <p><input type="checkbox"/> Qualifications <input type="checkbox"/> Academic records <input type="checkbox"/> Training certificates</p> <p>Employment information:</p> <p><input type="checkbox"/> Job title and position <input type="checkbox"/> Employer details <input type="checkbox"/> Employment history <input type="checkbox"/> Salary information <input type="checkbox"/> Performance reviews</p> <p>Family information:</p> <p><input type="checkbox"/> Marital status <input type="checkbox"/> Dependents' details <input type="checkbox"/> Emergency contact information</p> <p>Financial information:</p> <p><input type="checkbox"/> Bank account details <input type="checkbox"/> Credit card information <input type="checkbox"/> Income details <input type="checkbox"/> Tax records <input type="checkbox"/> Superannuation or pension details</p> <p>Identification information:</p> <p><input type="checkbox"/> Tax numbers <input type="checkbox"/> Driver's license number <input type="checkbox"/> Passport number <input type="checkbox"/> Government identifier</p> <p>Lifestyle and preferences:</p> <p><input type="checkbox"/> Hobbies and interests <input type="checkbox"/> Dietary preferences</p> <p>Online identifiers:</p> <p><input type="checkbox"/> IP address <input type="checkbox"/> Cookie data <input type="checkbox"/> Device IDs <input type="checkbox"/> Location data</p> <p>Professional information:</p> <p><input type="checkbox"/> Professional memberships <input type="checkbox"/> Licenses and certifications</p> <p>Social media data:</p> <p><input checked="" type="checkbox"/> Social media profiles <input type="checkbox"/> Posts and interactions <input type="checkbox"/> Friends and connections</p> <p>Audio-visual data:</p> <p><input type="checkbox"/> Photographs <input type="checkbox"/> Video recordings <input type="checkbox"/> Voice recordings</p> <p>Customer interaction data:</p> <p><input type="checkbox"/> Purchase history <input type="checkbox"/> Customer service records <input type="checkbox"/> Feedback and complaints</p> <p>Other: _____</p>
Special Categories of Personal Data and Criminal Convictions and Offences	<p><u>Select one:</u></p> <p><input checked="" type="checkbox"/> Special Categories of Data will not be processed.</p> <p><input type="checkbox"/> The transferred data includes data relating to:</p> <p><input type="checkbox"/> racial or ethnic origin <input type="checkbox"/> political opinions <input type="checkbox"/> religious or philosophical beliefs <input type="checkbox"/> trade union membership <input type="checkbox"/> genetic data <input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person <input type="checkbox"/> physical or mental health <input type="checkbox"/> sex life or sexual orientation <input type="checkbox"/> criminal convictions and offences</p>
Relevant Data Subjects	<p><u>Select all that apply:</u></p> <p><input type="checkbox"/> Anyone about whom Personal Data is input into the Services. <input checked="" type="checkbox"/> Authorised users of the Services.</p>

	<input type="checkbox"/> Business contact representatives. <input type="checkbox"/> Employees, contractors and other Personnel. <input type="checkbox"/> Other: _____
Frequency of the Transfer	Continuous.
Nature of the Transfer	To provide the Services or as required by Law.
Purpose of the Processing	In connection with the provision of the Services.
Duration of the Processing	The term of the Services and for a period of 30 days after the time the Services have stopped being supplied.

ATTACHMENT B – LIST OF SUB-PROCESSORS

List of Sub-Processors			
Sub-Processor Name	Location	Purpose/Services	Website & Contact Details
Google LLC	United States	Authentication (Google OAuth)	https://cloud.google.com , 1600 Amphitheatre Parkway, Mountain View, CA 94043
Heroku (Salesforce)	United States	Application hosting and database	https://heroku.com , 415 Mission St, San Francisco, CA 94105
Stripe, Inc.	United States	Payment processing	https://stripe.com , 354 Oyster Point Blvd, South San Francisco, CA 94080
Twilio Inc.	United States	SMS/Phone communications	https://twilio.com , 101 Spear Street, San Francisco, CA 94105
Amazon Web Services	United States	File storage (S3)	https://aws.amazon.com , 410 Terry Avenue North, Seattle, WA 98109
Expo	United States	Mobile app services	https://expo.dev , 650 California St, San Francisco, CA 94108