

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, unless the context otherwise requires:

"Controller" means the Unilever party which determines (individually or jointly or in common with others) the purposes for which and the manner in which any Unilever Personal Data are or will be Processed;

"Data Breach" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Unilever Personal Data;

"Data Protection Legislation" means any Applicable Law relating to the Processing, privacy, and use of Personal Data including, without limitation: (i) 2002/58/EC; (ii) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**"); (iii) any corresponding or equivalent national laws or regulations; or (iv) approved codes of conduct or approved certification mechanisms issued by any relevant regulatory authority;

"Personal Data" means any information provided by or on behalf of Unilever to Supplier relating to an identified or an identifiable natural person ("**data subject**") being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity, or as otherwise defined under applicable Data Protection Legislation;

"Process", "Processed" or "Processing" means accessing, collecting, obtaining, recording, holding, disclosing, using, altering, deleting, erasing or destroying Personal Data, or carrying out any operation(s) on the Personal Data or as otherwise defined under applicable Data Protection Legislation;

"Processing Instructions" means the instructions for Processing Unilever Personal Data, as set out in this Schedule and in the Agreement, and otherwise as provided in writing by or on behalf of Unilever to Supplier or a Supplier Group Company from time to time;

"Processor" means a person who Processes Personal Data on behalf of the Controller, or as otherwise defined under applicable Data Protection Legislation; and

"Unilever Personal Data" means Personal Data provided or made available to Supplier by (or collected or created for) a Unilever Group Company in connection with this Agreement.

1.2 In case of any conflict or inconsistency between the provisions of this Schedule and the main terms of the Agreement, the provisions contained in this Schedule shall prevail to the extent of the inconsistency, provided always that nothing in this Schedule shall permit Supplier (or any sub-Processor) to Process Unilever Personal Data in a manner which is prohibited by the Agreement.

1.3 A reference to a statute or statutory provision includes all subordinate legislation made under it from time to time, and is a reference to it as amended, extended or re-enacted from time to time ("**Replacement Law**"). References to terms defined in a statute or statutory provision shall be replaced with or incorporate (as the case may be) references to the equivalent terms defined in any Replacement Laws, once in force and applicable.

1.4 To the extent that a term of this Schedule requires the performance by a party of an obligation "in accordance with Data Protection Legislation" (or similar), unless otherwise expressly agreed in this Schedule, this requires performance in accordance with the relevant requirements of such Data Protection Legislation as is in force and applicable at the time of performance (if any).

2. PROCESSING

2.1 Data Controller

2.1.1 A reference to Unilever in this Schedule shall mean the Unilever party that is the Controller of the relevant Unilever Personal Data in respect of the particular Processing. Unilever Personal Data shall be

provided by or on behalf of Unilever to Supplier for the purpose of enabling Supplier to provide the Services or access to Unilever Personal Data shall be granted to Supplier in the course of the provision of the Services.

2.2 Data Processor

2.2.1 For the Services, Supplier is a Processor (or sub-Processor) acting on Unilever's behalf. Unless set out otherwise in this Agreement, processing of the Unilever Personal Data shall be undertaken by the Supplier in accordance with Appendix 1.

2.2.2 As Processor (or sub-Processor), Supplier will only act upon and Process Unilever Personal Data on the Processing Instructions. Unilever Personal Data will be used by Supplier in accordance with and for the purposes set out in the Processing Instructions and only where necessary to provide the Services to Unilever.

2.2.3 If Supplier is ever unsure as to the parameters or lawfulness of the instructions issued by Unilever, Supplier will, immediately, revert to Unilever for the purpose of seeking clarification or further instructions.

2.2.4 Supplier shall comply with and Process all Unilever Personal Data in accordance with applicable Data Protection Legislation.

2.2.5 Supplier shall cooperate and assist Unilever with any data protection impact assessments ("**DPIAs**") and consultations with (or notifications to) relevant regulators that Unilever considers are relevant pursuant to Data Protection Legislation in relation to the Unilever Personal Data and the Services.

2.2.6 Supplier shall promptly (and in any event within three days) forward to Unilever and otherwise cooperate with and assist Unilever promptly with any requests from data subjects of any Unilever Personal Data pursuant to Data Protection Legislation.

2.2.7 Supplier shall maintain a record of all categories of Processing activities carried out on behalf of Unilever containing as a minimum the information required under Data Protection Legislation, which shall be made available to Unilever upon request.

2.3 Supplier personnel

2.3.1 Supplier shall ensure that its personnel will not Process Unilever Personal Data: (i) except in accordance with the provisions of this Schedule; and (ii) procure that personnel are contractually obligated to maintain the security and confidentiality of any Unilever Personal Data and this obligation continues even after their engagement ends.

2.3.2 Supplier shall take all reasonable steps to ensure the reliability of the Supplier personnel Processing Unilever Personal Data and that the personnel Processing Unilever Personal Data receive adequate training on compliance with this Agreement and the Data Protection Legislation applicable to the Processing.

2.4 Deletion or return of Unilever Personal Data

2.4.1 Supplier shall, at Unilever's option, securely delete or return all copies of Unilever Personal Data by secure file transfer in such format as Unilever reasonably requests and cease Processing such Unilever Personal Data after the business purposes for which the Unilever Personal Data was collected or transferred have been fulfilled, or earlier upon Unilever's written request.

2.4.2 If storage by Supplier of any Unilever Personal Data is required by applicable laws, Supplier shall; (i) inform Unilever of any such requirement, and shall become Controller of such data for those limited purposes; and (ii) ensure such data is only Processed as necessary to comply applicable laws requiring storage and for no other purpose.

3. DISCLOSURE

3.1 Supplier shall implement appropriate technical and organisational measures to ensure that Unilever Personal Data is only disclosed to



Supplier personnel and authorised sub-Processors who need to know that information to be able to provide the Services.

- 3.2 Supplier will not disclose Unilever Personal Data outside of Supplier except as Unilever directs (including as permitted under this Agreement) or as required by applicable laws.
- 3.3 If Supplier receives any request for disclosure of (or information in relation to) Unilever Personal Data Supplier shall promptly forward such request to Unilever and cooperate and assist Unilever with such request, unless Supplier is prevented by applicable laws from doing so.

4. SECURITY

- 4.1 Supplier agrees that it has implemented and will maintain throughout the term of this Agreement appropriate technical and organisational measures, internal controls and information security routines intended to protect Unilever Personal Data against accidental, unauthorised or unlawful access, disclosure, alteration, loss, or destruction, which shall at all times be:
 - 4.1.1 of at least the minimum standard required by Data Protection Legislation; and
 - 4.1.2 so as to ensure a level of security for the Unilever Personal Data appropriate to the risk.
- 4.2 Supplier shall put in place and comply with the security measures set out in this Schedule and/or the Agreement.

5. NOTIFICATION AND DATA BREACHES

- 5.1 If Supplier becomes aware of or reasonably suspects that any actual or potential Data Breach has occurred, Supplier shall without undue delay (and in any event within 24 hours):
 - 5.1.1 notify Unilever of the Data Breach and provide sufficient information to allow each relevant Unilever Group Company to report the Data Breach and/or notify affected data subjects as required under Data Protection Legislation;
 - 5.1.2 investigate (including interviewing service personnel) the Data Breach and provide Unilever with detailed information about the Data Breach including making available a suitably senior, appropriately qualified individual to discuss any concerns or questions Unilever may have;
 - 5.1.3 take reasonable steps to mitigate the effects and to minimise any damage resulting from the Data Breach and assist Unilever in remediating or mitigating any potential damage from a Data Breach to the extent that such remediation or mitigation is within Supplier's control as well as reasonable steps to prevent a recurrence of such Data Breach, including interviewing and the possible removal of service personnel from the performance of services for Unilever; and
 - 5.1.4 at Unilever's request cooperate in adequately informing the relevant regulatory authorities or affected data subjects as so directed by Unilever.
- 5.2 Supplier shall ensure that all Data Breaches are dealt with in accordance with documented incident management processes.
- 5.3 Supplier shall promptly (and in any event within 48 hours) inform Unilever if it receives a complaint or request relating to either party's obligations under Data Protection Legislation relevant to this Agreement and shall provide Unilever with full details of such complaints or requests.

6. SUBCONTRACTORS

- 6.1 Supplier shall not permit Subcontractors to Process Unilever Personal Data without the prior consent of Unilever.
- 6.2 Supplier shall ensure Subcontractors are contractually bound to the same obligations as are contained in this Schedule. Supplier shall also remain fully liable to Unilever for a Subcontractor's performance of the contract, as well as for any acts or omissions of the Subcontractor in regard of its Processing of Personal Data.

7. TRANSFER OF DATA

- 7.1 Subject to section 5 (Permitted Subcontractors and Transfers) of Appendix 1, Supplier (or any Subcontractor) shall only transfer Unilever Personal Data from the EU to a country outside the EEA or an international organisation where such transfer:
 - 7.1.1 has been approved in writing by Unilever;
 - 7.1.2 is subject to appropriate safeguards; and
 - 7.1.3 otherwise complies with Data Protection Laws.

8. INFORMATION AND AUDIT

- 8.1 Supplier shall make available to Unilever all information necessary to demonstrate its compliance with the obligations under Data Protection Legislation and allow for and contribute to audits, including inspections, conducted by Unilever or another auditor mandated by Unilever. Information and audit rights of the Unilever Group Companies only arise under this clause 8 to the extent that other provisions in this Agreement do not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Legislation.
- 8.2 Information and audit rights of the Unilever Group Companies only arise under this clause 8 to the extent that the Services Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Legislation.

9. WARRANTIES

- 9.1 Each party represents and warrants that it shall comply with all applicable Data Protection Legislation at all times.
- 9.2 Financial caps on liability set out in this Agreement shall not apply in respect of a breach of the terms of this Schedule.

Appendix 1

Processing Information

1. **SUBJECT-MATTER, NATURE AND PURPOSE OF THE PROCESSING:**

The context for and purposes for the Processing of Unilever Personal Data is the Supplier's provision of the applicable services under the Agreement.
2. **DURATION OF PROCESSING:**

Processing of the Unilever Personal Data by Supplier shall be for the term of the Agreement, provided that Personal Data shall not be Processed for longer than is necessary for the purpose for which it was collected or is being Processed (except where a statutory exception applies).
3. **PERSONAL DATA IN SCOPE:**

Supplier may Process the Personal Data necessary for the purposes of the operation of the applicable services under the Agreement.
4. **PERSONS AFFECTED (DATA SUBJECTS):**

Supplier may Process the Personal Data of such data subjects as is necessary for the purposes of the operation of the applicable services under the Agreement.

