

# Sonovate

## EWA Data Processing Agreement

Version 1/2022

### 1 Introduction

1.1 Words and phrases used in this *Data Processing Agreement (DPA)* are as defined in the Product Terms.

1.2 The DPA was last updated on 19 September 2022.

1.3 **UK Data Protection Laws** means the General Data Protection Regulation ((EU) 2016/679) as transposed into United Kingdom (**UK**) national law by operation the European Union (Withdrawal) Act 2018 and as amended by the Data Protection Act 2018, and applicable secondary legislation made under that Act (**UK GDPR**), the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and any other Applicable Law relating to the processing of personal data. The terms **personal data**, **processor**, **controller**, **processing** and **personal data breach** are as defined in the UK GDPR.

1.4 In connection with any personal data processed by a Party in connection with the EWA Agreement, each Party shall comply with the data protection laws applicable to it for such processing, which for Us are the UK Data Protection Laws and for You are the UK Data Protection Laws and any other Applicable Law outside the UK.

1.5 The rights and obligations under UK Data Protection Laws for each Party are set out in this DPA.

1.6 The EWA Agreement sets out the general subject matter of the processing of any personal data between the Parties in connection with the supply and use of the EWA Product. The following may vary per EWA Partner and may be more particularly described in the EWA Agreement: (a) duration of the processing; (b) nature and the purpose of the processing; (c) categories of data involved in the processing; (d) categories of data subjects involved in the processing; (e) sub-processors; and (f) technical and organisational measures.

1.7 Unless expressly stated otherwise in the EWA Agreement, You are a controller of all personal data You make available in the use of our EWA Product, including the EWA Platform (**Personal Data**).

1.8 We shall comply with the following provisions: (a) process Personal Data only on Your written instructions; (b) keep the Personal Data confidential; (d) comply with Your reasonable instructions with respect to processing Personal Data (which must be stated by the You in the Order); (e) only transfer the Personal Data outside of the United Kingdom with Your prior written consent (which is hereby given unless stated otherwise in the EWA Agreement); (f) assist You at Your cost in responding to any data subject request and to ensure compliance with its obligations under the UK Data Protection Laws with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators; (g) notify You without undue delay on becoming aware of a personal data breach of the Personal Data; (h) at Your written request, delete or return the Personal Data and any copies of the Personal Data (unless required by the UK Data Protection Laws to store the Personal Data); and (i) maintain complete and accurate records and

information to demonstrate compliance with this clause 1.8 and (subject to conflict of interest clearances) allow for audits by You or Your designated auditor. We will take reasonable steps to ensure the reliability, integrity and trustworthiness of Our employees and contractors with access to Personal Data.

1.9 Our privacy policy is at <https://www.sonovate.com/privacy/>.

1.10 In the case of conflict or ambiguity between any of the provisions of this DPA and the provisions of the EWA Agreement, the provisions of this DPA will prevail with respect to the processing of Personal Data.

1.11 Save as set out in clause 1.10, this DPA shall be interpreted in accordance with the general & interpretation provisions of the Product Terms (being Novation and assignment, Variations, Miscellaneous, Notices, Law & jurisdiction, Complaints & dispute resolution and Definitions & interpretation).