

BACKGROUND

- (A) Customer processes personal data subject to Privacy Law in connection with their business activities;
- (B) Customer wishes to receive and D&B wishes to provide goods and/or services under existing and/or future agreement(s) between the parties (the “**Master Agreement**” which includes contract, order forms and statements of work);
- (C) D&B may therefore process personal data subject to Privacy Law on behalf of Customer as a consequence of the Master Agreement;
- (D) Privacy Law provides that such processing shall be governed by a written agreement;
- (E) The parties therefore through completion of a Master Agreement enter into this Data Processing Agreement (“**DPA**”) to satisfy such requirement;
- (F) The parties may also require a lawful transfer mechanism to transfer (or fulfil onward obligations of a transfer) of personal data and where required have agreed to use one of the mechanisms set out at Schedule 3 and
- (G) Customer will receive D&B’s current DPA on each occasion it provides personal data to D&B

I. DEFINITIONS AND INTERPRETATION

In this DPA, the following words and phrases shall have the following meanings, unless inconsistent with the context or as otherwise specified:

Controller	as defined in Privacy Law
Cross-border Processing	as defined in Privacy Law
D&B	D&B means the Dun & Bradstreet company named in the Customer’s Master Agreement
Data Subject	as defined in Privacy Law
Documented Instructions	this DPA, the Master Agreement and D&B order forms
Personal Data	shall have the meaning given to it in Privacy Law and will only include such Personal Data that is subject to Privacy Law and provided by the Customer to D&B
Personal Data Breach	as defined in Privacy Law
Privacy Law	European Union Regulation 2016/679 and Data Protection Act 2018 any other applicable data protection legislation including implementing legislation, guidelines and industry standards from time-to-time in force in a relevant jurisdiction, relating to the use and processing of Personal Data Department of Commerce
process	as defined in Privacy Law
Processor	as defined in Privacy Law
Sub Processor	shall mean a third party contracted by D&B to process the Personal Data on behalf of D&B.

2. SCOPE

- 2.1 D&B is the Controller of the personal data it provides to Customer. The actions of D&B as Controller are outside the scope of this DPA and covered within the Master Agreement.
- 2.2 This DPA applies to personal data which D&B processes as a Processor on behalf of Customer as the Controller.
- 2.3 The subject matter, duration nature and purpose of the Personal Data provided under this DPA are as specified in the Master Agreement and the type of Personal Data and categories of Data Subject are listed at Schedule 2.
- 2.4 Any references to the European Union or EU are deemed to include the United Kingdom.
- 2.5 D&B and Customer shall comply with any changes to this DPA that are necessary under Privacy Law as a result of the United Kingdom’s departure from the European Union and/or the European Economic Area.

3. COMPLIANCE

- 3.1 D&B will comply with Privacy Law relating to the Personal Data.
- 3.2 D&B (i) will only act on Documented Instructions from Customer regarding the processing of Personal Data, (ii) will not process Personal Data for any purposes other than for the purpose(s) specified in the Master Agreement (iii) will not disclose Personal Data to any third party unless requested to do so by Customer or required by law. D&B shall notify Customer if it believes that the

instructions infringe applicable European Union or European Union Member State law unless informing Customer is prohibited by law on important grounds of public interest.

3.3 Where disclosure is required by law, D&B will (to the extent permitted by law) inform Customer in advance of making the disclosure and will co-operate with Customer to limit the scope of the disclosure to what is strictly required by law.

3.4 Customer represents and warrants that it has all necessary legal rights, title, consents and authority to provide the Personal Data to D&B to process as described herein.

3.5 The parties acknowledge and agree that in case of conflict between this DPA and the Master Agreement the DPA will prevail.

4. CONFIDENTIALITY AND SECURITY

4.1 Having regard to the state of the art and cost of implementation D&B will take appropriate technical measures (including the use of encryption) and organizational measures (including confidentiality obligations towards all staff working with Personal Data) to avoid unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of or damage to Personal Data taking into account the processing and the nature of the Personal Data to be protected.

4.2 D&B will take reasonable steps in regard to the reliability of any of its employees who have access to the Personal Data, including training all such employees in Privacy Law and requiring such employees to maintain confidentiality with respect to the Personal Data. D&B will limit access to the Personal Data (including when in a test environment) to those of its employees who have a business need for access.

4.3 If D&B becomes aware of a Personal Data Breach, D&B will:

- (i) promptly notify Customer of the details of the incident;
- (ii) promptly initiate an investigation into the circumstances surrounding the incident and make a report of the investigation available to Customer; and
- (iii) co-operate with Customer’s investigation and at Customer’s cost provide such reasonable assistance requested by Customer in order for Customer to comply with its obligations under Privacy Law including any notifications that Customer is required to make as a result of a Personal Data Breach.

5. COOPERATION

5.1 D&B will delete or return the Personal Data if an account is terminated or not renewed unless European Union or European Union Member State law requires storage of Personal Data.

5.2 D&B shall make available to Customer information necessary to demonstrate compliance with this DPA and Privacy Law.

5.3 D&B shall implement measures to assist Customer in complying with the rights of the Data Subjects.

5.4 D&B will notify Customer promptly if D&B receives any enquiry or complaint from a supervisory authority or Data Subject about the processing of their Personal Data. D&B will co-operate with Customer to permit it to respond to such enquiry or complaint.

5.5 D&B shall also assist Customer in relation to (i) any data protection impact assessment or regulatory consultation that Customer is required to make in relation to Personal Data; and (ii) the implementation of technical and organizational security measures as required under Privacy Law.

5.6 D&B will permit Customer to take reasonable steps, and on reasonable notice and during normal business hours, at Customer’s cost to assess compliance by D&B with its obligations under this DPA, including by inspecting

5.7 D&B’s data processing facilities, procedures and documentation (limited to a maximum of one (1) inspection in any twelve (12) month period, or such further occasions as may be required by Privacy Law). Customer hereby agrees

- (i) to limit any inspection to the extent reasonably necessary to confirm such compliance, (ii) to enter into a confidentiality agreement (in a form reasonably acceptable to Customer) in respect of any information that its representative may incidentally be provided access to while carrying out an inspection, (iii) to ensure that Customer’s personnel shall comply with all D&B’s security policies at the relevant D&B locations and shall always be accompanied by a representative of D&B, and (iv) to indemnify D&B against any loss or damage to 5.8 D&B arising from the negligence of Customer’s personnel whilst such personnel are carrying out the activities described in this clause.

6. SUB-PROCESSORS

6.1 Customer acknowledges and agrees that D&B may use Sub Processors. D&B may continue to use such Sub Processors already engaged by D&B as at the date of this DPA and listed at Schedule 1 (subject to D&B in each case meeting the obligations set out in this DPA).

6.2 D&B shall give Customer notice of a new Sub Processors, including full details of the processing to be undertaken by the Sub Processors by updating the Schedule to this DPA. If on receipt of an updated DPA, Customer notifies D&B in writing within 5 working days of any objections (on reasonable grounds) to an appointment D&B shall halt the prospective processing until reasonable steps have been taken to address the objections raised by Customer.

6.3 D&B shall enter into a written agreement or other binding legal act under European Union or European Union Member State law with each Sub Processor which imposes the same obligations on that Sub Processor as are imposed on D&B under this DPA and the Master Agreement.

6.4 D&B shall remain liable to Customer for any Sub Processor's processing of the Personal Data under this DPA and the Master Agreement

7. INTERNATIONAL DATA TRANSFERS

7.1 To the extent that the processing of Personal Data by D&B and/or any of its Sub Processors involves the transfer of Personal Data to a territory that does not provide an adequate level of protection, the parties undertake to provide appropriate safeguards in accordance with Privacy Law in the form of a European Union approved data transfer mechanism

7.2 Notwithstanding clause 3.5 above in case of conflict between the DPA, the Master Agreement and the standard contractual clauses mentioned in clause 7.1 above the standard contractual clauses shall prevail.

8. GENERAL

8.1 This DPA shall be governed by and construed in accordance with the laws of the jurisdiction listed in the Master Agreement and those laws shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this DPA.

8.2 In the event that any one or more of the provisions of this DPA shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this DPA shall continue in full force and effect and the parties will negotiate in good faith to substitute a provision of like effect and intent to that deemed to be unenforceable.

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**Schedule 1
Sub Processors**

Name	Services	Location
Acxiom	Market Intelligence	US
Amazon Web Services	Cloud storage	US/UK/Ireland/Australia/Singapore
Aronova	IT Services for Portfolio Manager	UK
Bishop Services Inc	Screening Services	US
Cybersoft Inc	IT Services	US
Dun & Bradstreet Inc	Processing Services	US
Dun & Bradstreet Information Services	Processing Services	Ireland
Dun & Bradstreet Ltd	Processing Services	UK
Ensono	Cloud infrastructure and mainframe	US/UK
IBM	Data processors	EU/US/India
Livingston International	Screening services	EU/US
Mendix	Cloud and Software Services	EU
Navisite	Cloud infrastructure service	UK
OKS Group LLC	Business Processing outsourcing	India
Profound	Market Intelligence Services	US
Regulatory Data Corp	Screening Services	US
Steele Inc	Compliance Solutions	US
Vxchange	Data Centre services	US

Schedule 2

Type of Personal Data	Customer may provide the minimum required from the following list in order for D&B to provide the product or service requested: email addresses, names, contact details, job titles, residential or business address; photograph; employer; academic title and qualifications; career history; driving license; attendance records; job title; gender; professional telephone number (including mobile telephone number) and fax number; personal email address; personal telephone number (including mobile telephone number); marital status; credit score or limit, risk, failure and delinquency score; payment information; DUNS Number; type of business; IP address; cookie data; login credentials (username and password); traffic data; images and sounds.
Categories of Data Subjects	Individuals associated or potentially associated with incorporated and unincorporated organisations.

Schedule 3

- Where applicable transfers (or onward transfers) of EU Personal Data may rely on Dun & Bradstreet Inc's certification under the EU – US Privacy Shield framework.

OR

- Transfers (or onward transfers) of EU Personal Data may rely on the following standard contractual clauses:

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

The entity identified as "Customer" in the Master Agreement (the "data exporter")

and

The D&B entity identified in the Master Agreement (the "data importer")

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- 'the data exporter'* means the controller who transfers the personal data;
- 'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- 'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- 'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- 'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

COMMERCIAL IN CONFIDENCE

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer¹

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a

¹ Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
 - (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
 - (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
 - (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
 - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
 - (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
 - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
 - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

COMMERCIAL IN CONFIDENCE

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is the entity identified as “Customer” in the Master Agreement

Data importer

The data importer is the Dun & Bradstreet entity identified in the Master Agreement

Data subjects

Data Subjects are defined in Schedule 2

Categories of data

The personal data transferred are defined in Schedule 2

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify): the objective of the processing of personal data by the data importer is the performance of services pursuant to the Master Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed by the parties

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data uploaded to any and all of the data importer’s systems and/or Services, as described in the security documentation applicable to the Services provided by data importer, as updated from time to time, and made reasonably available by data importer upon request.