

UCARE – EU DATA PROCESSING ADDENDUM

This Data Processing Addendum (the Addendum) forms part of the UCare Terms of Service (and any ancillary or related documentation), as updated or amended from time to time (the **Agreement**), between the Subscriber (as identified on page 3 below) and UCare. All capitalised terms not defined in this Addendum shall have the meaning set out in the Agreement.

How To Execute This Addendum

1. This Addendum has been pre-signed by UCare.
2. If UCare processes personal data on behalf of a UCare Subscriber that qualifies as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (an **Eligible Subscriber**), such Eligible Subscriber may execute this Addendum. Eligible Subscribers can complete this Addendum by:
 - (a) Completing the information in the signature box and counter-signing on page 3; and
 - (b) Submitting the completed and signed Addendum to UCare at support@UCareHQ.com. Any questions regarding this Addendum should be sent to privacy@UCareHQ.com.
3. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

Application of This Addendum

If the entity signing this Addendum is a Subscriber at the date of counter-signature, this Addendum will form part of the Agreement. If the entity signing this Agreement is not a Subscriber at the date of counter-signature, this Agreement will not be valid or legally binding.

Data Protection

1. Definitions

In this Addendum, the following terms shall have the following meanings:

- (a) "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law;
- (b) "Applicable Data Protection Law" shall mean the EU General Data Protection Regulation (Regulation 2016/679).

2. Relationship of the parties

The parties agree that the Subscriber is the data controller and that UCare is a data processor in relation to the personal data described in the Agreement (the "**Data**") that is processed in the course of providing the Services to you (the "**Permitted Purpose**"). The Subscriber acknowledges that the Data includes special category data which UCare stores and processes on your behalf. The Subscriber shall comply at all times with Applicable Data Protection Law in respect of all personal data it provides to UCare and nothing in the Agreement, not by using the Services, relieves the Subscriber of its own direct responsibilities and liabilities under the Applicable Data Protection Law.

3. Data processing terms

UCare will only process Data in the course of providing the Services in accordance with written or verbal instructions from you as Subscriber, subject to:

- UCare continually monitors and detects system faults to enable it to take proactive action to ensure the functionality of the Services. In the process of recording any faults it may, in certain circumstances, access Data. Any access by UCare of this nature is recorded in the audit log which is able to be viewed by at any time by the Subscriber. Unless otherwise advised by a Subscriber in writing, a Subscriber consents to UCare accessing Data in this way;
- Where UCare is required to process the Data for another purpose provided by applicable law without such instructions.

4. Confidentiality of processing

UCare shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with UCare's confidentiality obligations under the Agreement.

5. Security

UCare shall implement and maintain appropriate technical and organisational measures designed to protect the Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures are summarised at <https://ucarehq.com/features/security/> and may be amended from time to time. The measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of the Data and having regard to the nature of the Data which is to be protected (a "**Security Incident**").

6. International transfers

UCare shall not transfer the Data outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for Data (e.g., Australia), to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

7. Subprocessing

The Subscriber consents to UCare engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) UCare maintains an up-to-date list of its subprocessors, which shall be available on its website, which it shall update with details of any change in subprocessors at least 30 days prior to the change; (ii) UCare imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) UCare remains liable for any breach of this Addendum that is caused by an act, error or omission of its subprocessor. Subscriber may object to UCare's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, UCare will either not appoint or replace the subprocessor or, if this is not reasonably possible, in UCare's sole discretion, Subscriber may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Subscriber up to and including the date of suspension or termination).

8. Cooperation and Data Subjects' Rights

UCare shall provide reasonable and timely assistance to Subscriber (at Subscriber's expense) to enable Subscriber to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to UCare, UCare shall promptly inform Subscriber providing full details of the same.

9. Data Protection Impact Assessment

If UCare believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Subscriber and provide reasonable cooperation to Subscriber in connection with any data protection impact assessment that may be required under Applicable Data Protection Law, provided that UCare reserves the right to reimbursement from the Subscriber for the reasonable cost of any time, expenditure or fees incurred in connection with such assistance.

10. Security Incidents

If it becomes aware of a confirmed Security Incident, UCare shall inform Subscriber without undue delay and shall provide reasonable information and cooperation to Subscriber so that Subscriber can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. UCare shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep Subscriber informed of all material developments in connection with the Security Incident.

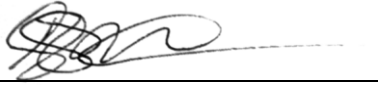
11. Deletion or return of Data

Upon termination or expiry of the Agreement, UCare will, on Subscriber's explicit request, delete or return the Data in its possession or control (in a manner and form decided by UCare, acting reasonably). This requirement shall not apply to the extent that UCare is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data UCare shall securely isolate and protect from any further processing.

12. Audit

UCare shall allow the Subscriber to conduct audits during the term of the Agreement and provide all reasonable assistance in order to assist the Subscriber in exercising its audit rights under this clause. The purposes of an audit pursuant to this clause includes to verify that UCare is processing Data in accordance with its obligations under this Agreement and applicable Data Protection Law. Notwithstanding the foregoing, such audit shall consist solely of: (a) the provision by UCare of written information (including, without limitation, questionnaires and information about security policies) that may include information relating to subprocessors; and (b) interviews with UCare's IT personnel. Such audit may be carried out by the Subscriber or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality. For the avoidance of doubt no access to any part of UCare's IT system, data hosting sites or centres, or infrastructure will be permitted. Before the commencement of any such audit, the Subscriber and UCare shall mutually agree upon the scope, timing, and duration of the audit. The Subscriber shall promptly notify UCare with information regarding any non-compliance discovered during the course of an audit. The Subscriber is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time UCare expends for any such audit, in addition to the rates for services performed by UCare.

UCare Technologies Pty Ltd ACN 604 796 581

Signature: 
Name: Des Browne
Position: Managing Director, Australia
Date: June 11, 2018

Subscriber (name of organisation, as registered with UCare):

Signature: _____
Individual name: _____
Position: _____
Date: _____
Email: _____

Annex 1 – Details of Processing of Personal Data

Data Subjects

Any individual whose information is stored on or collected via the Service.

Data Processing Activities

The provision of the Services by UCare to the Subscriber.

Term

This Data Processing Addendum shall remain in effect as long as UCare carries out Personal Data processing operations on behalf of the Subscriber or until the termination of the Agreement (and all Personal Data has been returned or deleted in accordance with Section 11 above).