
ELECTRONIC SIGNATURE REQUIRED

Data Processing Addendum

1. Purpose

This Data Processing Addendum ("DPA") has been concluded between Appen Ltd. with its principal place of business at Level 6, 9 Help Street, Chatswood, NSW Australia 2067 ("Appen") and Jean Remy Cyuzuzo (the "Contractor") and describes the terms and conditions applicable to the processing of personal data by the Contractor on behalf of Appen.

Unless otherwise stated in this DPA, the terms and conditions (including definitions) of the Master Services Agreement for services concluded between Appen and the Contractor (the "Agreement") shall apply.

Some other helpful information for you on Data Privacy

As part of our efforts to help your understanding of, and compliance with, data privacy legislation we have compiled a small business data privacy compliance reference guide. [Please click here to view.](#)

2. Definitions

"Data Protection Law(s)" means (a) EU or EU Member State laws applicable to any Appen Personal Data in respect of which the Contractor is subject including, without limitation, the GDPR for so long as it remains in legal effect; and (b) any other applicable law with respect to Appen Personal Data in respect of which the Contractor is subject;

"GDPR" means the Regulation (EU) 2016/679 of the European parliament and the Council of 27 April 2016 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repealing Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

"Personal Data" means any information relating to an identified or identifiable natural person;

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed; and

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, **"Process"** and **"Processed"** shall have an equivalent meaning.

3. General

This DPA is a contract that governs the Processing by the Contractor of Personal Data provided to the Contractor by Appen (or Appen's employees,

- 3.1 subcontractors or affiliates on Appen's behalf). This DPA specifies the terms and conditions under which the Contractor Processes such Personal Data on behalf of Appen when the Contractor is providing services to Appen.
- 3.2 The Parties' intention is to conclude this DPA in order to comply with the requirements of the GDPR and other Data Protection Laws.
- 3.3 Appen is the data controller (as defined by GDPR) of Appen's Personal Data Processed by the Contractor under the Agreement, and the Contractor is the

data processor (as defined by GDPR), who Processes the said Personal Data on behalf and in accordance with the instructions of Appen under this DPA.

- 3.4 Annex A to this DPA sets out the categories of data subjects, categories of Processing carried out by the Contractor, and the purpose for which the Contractor Processes Appen's Personal Data.

4. Appen's Instructions

- 4.1 Appen will provide the Contractor with written instructions on the Processing of Personal Data, and the Contractor agrees to Process the Personal Data only in accordance with such documented instructions received from Appen.
- 4.2 Appen will provide the Contractor with written instructions regarding transfers of Personal Data to a third country, subject to paragraph 7 of this DPA.
- 4.3 The Contractor will notify Appen immediately (unless the applicable legislation prohibits such notification), if the Contractor considers that the written instructions given by Appen are in violation of the Data Protection Laws applicable to the Contractor.

5. General Responsibilities of the Contractor

- 5.1 The Contractor must Process the Personal Data with due care and in compliance with this DPA and the Data Protection Laws. The Contractor may not Process Personal Data for any other purpose than what is stipulated in the Agreement and this DPA.
- 5.2 The Contractor will keep Personal Data confidential and will not disclose Personal Data in any way to any third party without the prior written approval of Appen, unless the disclosure is strictly necessary for the compliance with a mandatory legal obligation.
- 5.3 The Contractor must implement and maintain appropriate physical, technical and organisational measures and controls required by Data Protection Laws to ensure sufficient security of Processing and to prevent Personal Data Breaches.
- 5.4 The Contractor will assist Appen with appropriate technical and organisational measures that are necessary for Appen to fulfil its obligation to respond to requests concerning the exercise of the data subject's rights relating to Personal Data under the Data Protection Laws.
- 5.5 If a Party receives a request concerning the use of a data subject's rights relating to Personal Data, the Party receiving the request must notify the other Party of the request without undue delay after the receipt of the request if its fulfilment requires any actions from the other Party.
- 5.6 The Contractor may fulfil a request referred to in 5.5 above only upon Appen's written request or confirmation for the actions to be taken. The Contractor will comply with Appen's further instructions relating to fulfilment of such request. The Contractor will upon Appen's request provide Appen with the necessary documentation to confirm that the Contractor has fulfilled Appen's request appropriately.
- 5.7 If the data subject's request concerns the right of access to data, the Contractor will, upon Appen's request, provide Appen with a copy of the data subject's Personal Data undergoing Processing.
- 5.8 The Contractor will assist Appen in ensuring compliance with the following obligations under the GDPR as may be requested by Appen from time to time:
- (a) notification of Personal Data Breaches to supervisory authorities and the data subjects;
 - (b) participating in any data protection impact assessment at request of Appen; and
 - (c) participating in any prior consultation of the supervisory authority at request of Appen.
- 5.9 The Contractor will make available to Appen, upon Appen's request, such information that is necessary to demonstrate compliance with the obligations laid down in the Data Protection Laws relating to the Personal Data.

6. Data Security

- 6.1 The Contractor shall implement appropriate and adequate technical and organisational measures, in line with good industry practice, to protect the Personal Data and to ensure an appropriate and adequate level of security so that Personal Data are Processed in accordance with the requirements set out in this DPA and the Data Protection Laws.
- 6.2 The Contractor must ensure that the persons Processing Personal Data have committed themselves to confidentiality obligations both during and after the

Processing, or are under an appropriate statutory obligation of confidentiality.

- 6.3 The Contractor will ensure that only the relevant employees have access to the Personal Data Processed under this DPA. The Contractor will implement necessary measures to ensure that the said persons only Process Personal Data in accordance with this DPA and Appen's written instructions.

- 6.4 Subject to paragraph 4 of this DPA, the Contractor undertakes to comply with the instructions that Appen may communicate in writing and any regulatory information security requirements applicable to the Contractor's operations.

- 6.5 At Appen's written request, the Contractor will provide Appen with a written report on the implementation of the aforementioned measures and instructions.

- 6.6 If Appen at any time considers that the measures implemented by the Contractor are insufficient for ensuring the protection of Personal Data in accordance with the Personal Data Legislation, the Contractor will implement the additional measures proposed by Appen and agreed between the Parties to ensure the data security, subject to the Parties agreeing on the compensation or division of the increased costs caused by such additional measures.

7. Transfers of Personal Data

- 7.1 The Contractor is not entitled to transfer Personal Data outside the EU or the EEA without Appen's explicit prior written consent. In case the Contractor transfers Personal Data outside the EU or the EEA at Appen's written request or prior written consent, Appen and the Contractor will agree on any required contractual and other measures before the transfer of the Personal Data, which shall as a minimum contain those set out in paragraph 7.3 below. The same requirement applies to any subcontractors used by the Contractor.

- 7.2 The Contractor will notify Appen upon request of the countries in which Personal data will be Processed (including the countries from which the Personal Data can be accessed).

- 7.3 Where the Contractor requests Appen's consent pursuant to paragraph 7.1, for example, where the Contractor or its subcontractors are located, or has its servers located, outside of the EEA, Appen's consent shall be subject to:

(a) the Contractor taking all steps necessary to ensure an adequate level of protection to any Personal Data that is transferred, which may include entry into appropriate contractual arrangements with such non-EEA recipient for the transfer of Personal Data to applicable third countries outside the EEA as adopted and approved by the EU Commission or competent data protection regulatory authority in accordance with applicable Data Protection Laws (Standard Data Protection Clauses) or third party self-certification under the EU-United States Privacy Shield Program (as may be evolved, superseded or replaced from time to time), for which purpose, Appen shall grants to the Contractor a mandate to enter into the Standard Data Protection Clauses with approved subcontractors on behalf of Appen; and

(b) the Contractor working with Appen, as Appen requires, and at no additional cost, to apply for and obtain any permit, authorisation or consent that may be required under Applicable Data Protection Law in respect of the implementation of this paragraph 7.3.

- 7.4 As between the Contractor and Appen, the Contractor shall remain liable for acts or omissions of any third-party processor appointed by the Contractor pursuant to paragraph 7.3.

- 7.5 Appen may, at any time on not less than 30 days' notice, revise this paragraph 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

8. Subcontractors

- 8.1 The Contractor is not entitled to use subcontractors in the Processing of Personal Data without Appen's prior written consent (to which the provisions of paragraph 7 shall apply where any such subcontractor is located or carries out any of its Processing activities outside of the EEA). The Contractor shall be responsible that its subcontractors Process the Personal Data in accordance with this DPA and the Data Protection Laws. The Contractor will inform Appen of any intended changes (taking place after conclusion of this DPA) concerning the subcontractors and will give Appen opportunity to object to such changes.

- 8.2 The Contractor is responsible for ensuring that its subcontractors Process the Personal Data in accordance with this DPA. The Contractor must especially ensure that each subcontractor implements all the appropriate physical, technical

and organisational measures and controls so that the Personal Data are Processed in accordance with this DPA and the Data Protection Laws.

- 8.3 The Contractor will, at Appen's written request, provide Appen with a written confirmation on how the Contractor has ensured that its subcontractors comply with the aforementioned obligations.

9. Personal Data and Data Security Breaches

- 9.1 In the case of a Personal Data Breach, the Contractor will notify Appen of the Breach without undue delay and not later than 24 hours after having become aware of it.
- 9.2 When notifying Appen of a Personal Data Breach, or immediately after such notification, the Contractor will provide Appen with the following information:
- (a) a description of the Personal Data Breach, including when possible the categories and approximate number of data subjects concerned, and the categories and approximate number of Personal Data records concerned;
 - (b) the contact information of the Contractor's contact point where more information can be obtained; and
 - (c) a description of the measures taken by the Contractor to address the Personal Data Breach and the measures taken to mitigate the adverse effects of the Personal Data Breach.
- 9.3 The Contractor undertakes to provide Appen any additional information reasonably requested by Appen regarding such Personal Data Breach for example for the purpose of notifying the supervisory authority and the data subjects of the Personal Data Breach.
- 9.4 The Contractor will implement necessary measures to prevent or mitigate the adverse effects of a Personal Data Breach.
- 9.5 The Contractor will document all Personal Data Breaches, including circumstances concerning the Breach, and the remedial measures taken. The Contractor will provide Appen with the documentation on Appen's written request.

10. Records of Processing Activities

- 10.1 The Contractor must maintain a record of the Processing activities carried out on behalf of Appen. The record will contain the following information (as required by the GDPR):
- (a) the name and contact details of Appen, the Contractor and the Contractor's contact person and information about possible subcontractors;
 - (b) the categories of Processing carried out on behalf of Appen;
 - (c) information on transfers of Personal Data outside the EU or EEA, including the said third countries; and
 - (d) a description of the technical and organisational safety measures implemented by the Contractor in accordance with paragraph 5 of this DPA.
- 10.2 The Contractor will provide Appen with the record on Appen's written request.

11. Right to Audit

- 11.1 The Contractor will provide Appen with all information reasonably requested by Appen to demonstrate the Contractor's compliance with the requirements of this DPA (including any implementation of the appropriate technical and organisational measures).
- 11.2 During the term of this DPA, Appen or an independent third-party auditor appointed by Appen will have the right to audit the Contractor's compliance with the obligations under this DPA (including any implementation of the appropriate technical and organisational measures).
- 11.3 Appen must notify the Contractor of the audit at least 14 days in advance. The Contractor will always allow the regulatory authority supervising Appen's business to conduct audits targeted at Appen's obligations as data controller. The relevant parts of this paragraph 11 will be applied to such audits.
- 11.4 The subject of the audit will be the Contractor's documentation, processes and controls related to information security and the Processing of Personal Data and other information necessary to evaluate the Contractor's compliance with this DPA. The Contractor will participate in and contribute to the audit to the extent necessary. The Contractor will also, on Appen's request, participate in a supervisory authority's audit targeted at Appen and provide the supervisory authority with the required information to conduct such audit. Both Appen and the Contractor agree to cooperate, on request, with the supervisory authority in the performance of its tasks.

- 11.5 Each Party will bear its own costs resulting from the audit and Appen will bear the costs for the use of third-party auditor. If the audit reveals a material non-compliance with this DPA or Data Protection Laws, the Contractor will cover all the costs of the audit, including the third-party auditor's fees.

12. Term and Termination of the Processing of Personal Data

- 12.1 The Contractor will Process Personal Data as long as it is necessary for the Contractor in order to provide services to Appen under an addendum concluded between the Parties. The Contractor undertakes, in accordance with Appen's written request and without undue delay, to delete the Personal Data or return the Personal Data to Appen (or to a third party appointed by Appen) in agreed, generally accepted format.
- 12.2 The Contractor will return or delete the Personal Data upon termination of this DPA, including all existing copies of the Personal Data in its possession, unless the Contractor is required to store the said Personal Data under mandatory law or regulation.
- 12.3 The Contractor undertakes not to Process Personal Data after it has been successfully transferred to Appen or a third party appointed by Appen, or after it has been successfully removed. The Contractor may however continue to store and access Personal Data as provided by paragraph 12.2 above.

13. Governing Law and Jurisdiction

This DPA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Annexures

Annex A Description of the Processing and Content of Processing

This DPA is entered into and becomes a binding part of the Agreement with effect from the date first set out above.

**Appen
Ltd.**

**Jean Remy
Cyuzuzo**

Signature *Kevin Levine*

DIGITAL
SIGNATURE
BELOW

Name Kevin Levine
Title Chief Financial Officer
Date
Signed May 25, 2018

Annex A - Description of the Processing and Content of Processing

Background and Purpose

This Annex on description of Processing is an annex to and forms an inseparable part of the DPA and the Agreement.

The purpose of this Annex A is to supplement the DPA with a more detailed description of the type of Personal Data provided by Appen to the Contractor and categories of the Data Subjects included thereto.

Unless expressly otherwise stated, the applicable definitions provided in DPA and the Agreement shall be applied to this Annex A.

Categories of data	
Please specify the Personal Data that is Processed	Dependent on requirements of the specific project / scope of work

Categories of Data Subjects Please specify the categories of Data Subjects whose Personal Data is Processed	Dependent on requirements of the specific project / scope of work
Processing Operations Please specify all Processing activities conducted	Dependent on requirements of the specific project / scope of work
Location of Processing Operations Please specify all locations where the Personal Data is, or will be, Processed	Dependent on requirements of the specific project / scope of work
Identity of sub-contractors Please provide details of all permitted sub- contractors, including full legal name, registered address, location where Processing of Personal Data will occur, and Processing operations	Dependent on requirements of the specific project / scope of work
Purposes Please specify all purposes for which the Personal Data is Processed	Dependent on requirements of the specific project / scope of work
Duration Please specify the length of time for which data Processing activities will be carried out	Dependent on requirements of the specific project / scope of work

☐ I understand and agree
☐ I Do Not Agree

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