

DATA PROCESSING AGREEMENT FOR DEBENHAMS' DATA PROCESSORS

This Data Processing Agreement forms part of the principal agreement for your supply of goods and/or services to Debenhams, including under the terms of Debenhams' Conditions of Trading or Supply of Goods or Services Agreement, or other relevant agreement as applicable.

These terms are designed to ensure that processing carried out by you as data processor, as part of an agreement with Debenhams, meets all the requirements of the EU General Data Protection Regulation and other relevant and applicable data protection laws.

Debenhams reserves its right to amend or update this Data Processing Agreement from time to time by uploading an update to the online version. Please ensure that you check regularly to ensure that you are complying with the most recent version as we will not be notifying you of each change. These rights are set out more fully within the Data Processing Agreement below.

This is the first version of the Data Processing Agreement and it is effective from **25 May 2018**.

We, Us or Our: means the Debenhams entity who placed the order to purchase goods and/or services from you (including our employees, agents, contractors and secondees). **Please refer to the separate Data Processing Agreement for orders placed by Debenhams Retail (Ireland) Limited.**

You or Your: means the person, firm, company or other organisation the purchase order is addressed to.

Data Protection Laws: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Data Subjects, Data Protection Impact Assessments, Personal Data, process/processing, Supervisory Authority, Controller, Processor and Binding Corporate Rules (or any of the equivalent terms) have the meaning set forth under Data Protection Laws.

EU Model Clauses: means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the Transfer of Personal Data to Processors established in Third Countries under the Directive 95/46/EC, or any successor standard contractual clauses that may be adopted pursuant to an EU Commission decision;

Goods and/or Services: means the goods and/or services to be supplied to or carried out by You to Us under the Principal Agreement;

Principal Agreement: means the principal agreement for Your supply of goods and/or services to Us, including under the terms of Debenhams' Conditions of Trading, or Supply of Goods and Services Agreement or other relevant agreement entered into between You and Us as may be applicable;

Sub-Processor: means a third party subcontractor, engaged by You which may process Personal Data as set forth in clause 5 of this Data Processing Agreement.

1. DATA PROCESSING

- 1.1 Except as expressly stated otherwise in this Data Processing Agreement or the order, in the event of any conflict between the terms of the Principal Agreement, including any policies or schedules referenced therein, and the terms of this Data Processing Agreement, the relevant terms of this Data Processing Agreement shall take precedence.
- 1.2 Both parties will comply with all applicable requirements of the Data Protection Laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws. A breach of this Agreement will be considered a material breach under the Principal Agreement.
- 1.3 You shall only be entitled to process Personal Data for the duration of the Principal Agreement unless otherwise expressly provided, in which case the processing shall only last as long as necessary under the Data Protection Laws (the "**Duration**") and only to the extent necessary for the provision of the Goods and/or Services to Us under the Principal Agreement (the "**Purpose**").
- 1.4 The subject matter of the processing of Personal Data is set out in the Principal Agreement and the nature and purpose of the processing of Personal Data is the Purpose specified above.
- 1.5 The Data Subjects whose Personal Data You may process for the Purpose may include Our customers or prospective customers, Our employees or prospective employees, or other end users (including visitors, subcontractors, agents, officers and prospective end users), as applicable, of Our services. The types of Personal Data which You may process, only to the extent necessary to carry out the Purpose, of those Data Subjects are personal contact information (including names, addresses, email addresses, mobile and telephone numbers); employment details (including employer name, job title and function); business contact details; financial details; unique IDs collected from online or mobile devices, including IP addresses; and other types of Personal Data which You expressly inform Us that You are processing in order to fulfil the Purpose. No

special category data will be processed by either party under this Agreement except with our express written permission.

2. DATA CONTROLLER OBLIGATIONS

- 2.1 We will ensure that We comply with Our obligations as a Controller, including ensuring that We have the appropriate lawful basis for processing in place to enable lawful transfer of the Personal Data to You for the Duration and Purpose of this Data Processing Agreement.
- 2.2 We have made available a Supplier Privacy Policy that details how Debenhams will process any Personal Data You supply to Us in connection with the provision of the Goods and/or Services under the Principal Agreement.

3. DATA PROCESSOR OBLIGATIONS

- 3.1 You shall, in relation to any Personal Data processed by You in connection with the provision of the Goods and/or Services under the Principal Agreement:
 - (a) process that Personal Data only on Our written instructions unless You are required by the laws of any member of the European Union or by the laws of the European Union applicable to You to process Personal Data ("**Applicable Data Laws**");
 - (b) where You are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data under sub-clause (a) above, promptly notify Us of this before performing the processing required by the Applicable Data Laws unless those Applicable Data Laws (or other applicable laws) prohibit You from so notifying Us; and
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential. Only such of Your personnel who are necessarily required to have access to the Personal Data for the Purpose shall have access to the Personal Data.

4. TECHNICAL AND ORGANISATIONAL MEASURES

- 4.1 You shall ensure that You have in place appropriate technical and organisational measures, reviewed and approved by Us, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the

effectiveness of the technical and organisational measures adopted by it).

- 4.2 In assessing the appropriate technical and organisational measures that You have in place (pursuant to clause 4.1 above), We shall be entitled, at any time, including prior to entering into this Data Processing Agreement, to request that You complete and update the "Debenhams Third Party Security Questionnaire" (the "**Security Questionnaire**") as provided by Us and You will submit this to Us via Information.Security@debenhams.com.
- 4.3 Following receipt of the Security Questionnaire, We reserve the right to request that You provide further details of any responses to the Security Questionnaire which We reasonably believe fall below those standards which are normally expected of Our third party suppliers.
- 4.4 Where We have specified a deadline for remediation of those standards pursuant to clause 4.3 above and You have not met that deadline, We shall be entitled to take such action as We consider appropriate in the circumstances, including suspending the transfer of Personal Data to You and/or such other rights (including termination for material breach) as We may have under the Principal Agreement.

5. SUB-PROCESSORS

- 5.1 We agree to You appointing Sub-Processors (including, without limitation, courier, customer service, fulfilment centre and IT services) in relation to the Purpose only under this Data Processing Agreement **provided that**:
 - (a) You confirm that you have entered or (as the case may be) will enter with the Sub-Processor into a written Data Processing Agreement incorporating terms which are substantially similar to those set out in this Data Processing Agreement;
 - (b) You shall make available to us a current list of Sub-Processors used by You in connection with the Purpose (including the identities of those Sub-Processors) and inform us of any proposed new Sub-Processor and full details of the processing to be undertaken by that new Sub-Processor;
 - (c) if We have reasonable grounds (based on non-compliance or a material risk of non-compliance with the Data Protection Laws) to object to any new Sub-Processor, You shall work with Us in good faith to make available a commercially reasonable change in the provision of the Goods and/or Services which avoids the use of that new Sub-Processor. Where such a change cannot be made within 30 days of Our notice to You then, notwithstanding anything in the Principal Agreement, We may by written notice to You terminate the Principal Agreement to the extent it relates to the Goods and/or Services which require the use of the new Sub-Processor. Any such termination pursuant to this clause will not be considered Our breach of the Principal Agreement and will not affect the accrued rights and obligations of the parties prior to that termination; and

- (d) where any Sub-Processor is located outside of the EEA the provisions of clause 6 below shall apply.

5.2 You shall remain fully liable for all acts or omissions of any Sub-Processor appointed by You pursuant to this clause.

6. PROCESSING PERSONAL DATA OUTSIDE OF THE EEA

6.1 You shall not transfer any Personal Data outside of the European Economic Area (EEA) unless You have obtained Our prior written consent and the following conditions are fulfilled:

- (a) You have provided appropriate safeguards in relation to the transfer;
- (b) Data Subjects have enforceable rights and effective legal remedies;
- (c) You shall ensure that You provide an adequate level of protection to any Personal Data that is transferred;
- (d) to the extent that any transfer is to a party located in countries which have not received a binding adequacy decision by the European Commission, prior to any such transfer taking place You and the entity receiving the Personal Data shall enter into the EU Model Clauses (as incorporated into this Data Processing Agreement by reference) or such other binding and appropriate transfer mechanisms that provide an adequate level of protection in compliance with the Data Protection Laws and other Applicable Data Laws, such as approved Binding Corporate Rules for Processors.
- (e) You shall comply with reasonable instructions notified to You in advance by Us with respect to the processing of the Personal Data.

7. RIGHTS OF DATA SUBJECTS

7.1 In the event that a Data Subject contacts You directly with a request to access, amend, restrict, object to or delete information held about such Data Subject, You shall, at no cost, promptly:

- (a) refer the Data Subject to Us;
- (b) advise Us of such a request; and
- (c) co-operate and assist Us with resolving such request to the extent this is in Your reasonable control.

7.2 You shall assist Us in ensuring compliance with Our obligations under the Data Protection Laws with respect to security, breach notifications, Data Protection Impact Assessments and any other required notifications or consultations with any Supervisory Authority or regulator.

8. PERSONAL DATA BREACH NOTIFICATION

8.1 If You become aware of or reasonably suspect that a Personal Data breach has occurred (including any serious disruptions in operations of any Goods and/or Services), You shall:

- (a) notify Us to DPO@Debenhams.com without undue delay but at the latest within 72 hours;

- (b) investigate the Personal Data breach and provide Us with sufficient information to allow Us to meet any obligations to report or inform Data Subjects of the Personal Data breach, including making available a suitably senior and appropriately qualified individual to discuss any concerns or questions We may have; and

- (c) co-operate with Us and take such reasonable commercial steps as are directed by Us to assist in the investigation, mitigation and remediation of such Personal Data breach and measures to prevent a recurrence.

8.2 You shall not make any public statement concerning the Personal Data breach without Our prior written consent.

9. RECORDS AND RIGHT TO AUDIT

9.1 You shall maintain complete and accurate records and information to demonstrate Your compliance with this Data Processing Agreement and the Data Protection Laws, including a record of processing (where applicable), and allow for and contribute to audits by Us or Our designated auditors upon receiving reasonable notice.

9.2 If You reasonably believe that any instruction given by Us pursuant to this clause will infringe the Data Protection Laws or any other Applicable Data Laws, You must immediately inform us of this in writing.

10. RETURN/DELETION OF PERSONAL DATA

10.1 Upon the expiry of this Data Processing Agreement, or upon an earlier request from Us, You shall promptly (and in any event within one week) deliver up all Personal Data to Us and/or upon Our request take all reasonable steps to anonymise all Personal Data on Your systems and records, whether manual or electronic (at no cost).

10.2 Clause 10.1 does not apply to the extent You are required by Applicable Data Laws to store the Personal Data.

11. CHANGES TO THIS DATA PROTECTION AGREEMENT

11.1 We may, at any time revise this Data Processing Agreement, including by replacing it in whole or in part with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme, which revised Data Processing Agreement shall apply when uploaded in replacement to this version of the Data Processing Agreement.

11.2 It is Your responsibility to check that You are in compliance with the most recent version of this Data Processing Agreement,

12. GOVERNING LAW

12.1 This Data Processing Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.