

DATA PROCESSING AGREEMENT (WHERE DEBENHAMS IS THE PROCESSOR)

This Data Processing Agreement forms part of the principal agreement for your supply of goods and/or services to Debenhams (being the Debenhams entity which placed the order to purchase goods and/or services), including under the terms of Debenhams' Conditions of Trading or Supply of Goods or Services Agreement, or other relevant agreement as applicable (the **Agreement**).

These terms are designed to ensure that processing carried out by Debenhams as a data processor, as part of the Agreement, meets all the requirements of the EU General Data Protection Regulation and other relevant and applicable data protection laws. For the purposes of this Data Processing Agreement, "**You or Your**" means the person, company or other organisation the purchase order is addressed to.

Data Protection Laws: (i) 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, and (ii) any successor legislation to the GDPR.

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

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 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.

2. DEBENHAMS' OBLIGATIONS

- 2.1 To the extent that Debenhams is required as part of the Agreement to process Personal Data as a Processor (as defined in Data Protection Laws), Debenhams shall:
 - (a) process the Personal Data for the purposes of performing its obligations or receiving any benefits in respect of the Agreement and in accordance with lawful instructions received from You, unless Debenhams is otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to Debenhams to process Personal Data (**Applicable Laws**). Where Debenhams is relying on the Applicable Laws as the basis for processing Personal Data, Debenhams shall promptly notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Debenhams from so notifying You;
 - (b) take appropriate technical and organisational measures to ensure the security of processing;
 - (c) take reasonable steps to ensure that personnel, suppliers and subcontractors who may process Personal Data on its behalf are subject to a duty of confidence;
 - (d) at Your expense, and taking into account the nature of the processing, provide reasonable assistance by appropriate technical and organisational measures, insofar as this is possible, with any exercise by Data Subjects of their rights under Data Protection Laws and to enable You to comply with Your obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with a Supervisory Authority;
 - (e) following termination or expiry of the Agreement, cease processing the Personal Data and remove (including by anonymisation) such Personal Data from its systems (subject to any legal obligation that requires such Personal Data to be retained);
 - (f) only transfer Personal Data outside the European Economic Area in accordance with Data Protection Laws; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause and, upon receipt of reasonable written notice, allow for audits by You or Your designated auditor, and notify You if Debenhams reasonably believes that any instruction given by You pursuant to this sub-clause will infringe the Data Protection Laws or other data protection law of the EU or a member state.
- 2.2 You consent to Debenhams appointing certain third party providers as a sub-processor of Personal Data, provided that You have a right to object, on reasonable grounds (based on non-compliance with the Data Protection Laws), to any intended changes concerning the addition or replacement of a sub-processor. If You object, We shall work with You 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 sub-processor. Debenhams confirms that it has entered or (as the case may be) will enter with the sub-processor into a written agreement incorporating terms which are substantially similar to those set out herein. Debenhams shall remain fully liable for all acts or omissions of any sub-processor appointed by it pursuant to this clause.

3. CHANGES TO THIS DATA PROTECTION AGREEMENT

Debenhams may, at any time revise this Data Processing Agreement in its discretion, provided that Debenhams will not make any change that would be a breach of the Data Protection Laws. The revised Data Processing Agreement shall apply when uploaded in replacement to this version of the Data Processing Agreement.

4. DURATION

The provisions of this Data Processing Agreement shall survive any termination of the Agreement.

5. GOVERNING LAW

The governing law and jurisdiction applicable to this Data Processing Agreement shall be the law and jurisdiction of the Agreement.