



Data Processing Addendum

Data Processing Addendum

This Data Processing Addendum (“Addendum”) amends any agreement, contract terms, or terms of service (the “Agreement”) by and between you and the LEWIS entity stated below (“LEWIS”).

1. Definitions

(a) “Data Protection Legislation” means European Directives 95/46/EC and 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends or replaces any of them (including the General Data Protection Regulation, Regulation 2016/679);

(b) “Data Controller”, “Data Processor”, “Data Subject”, “Processor”, “Processing”, “Subprocessor”, and “Supervisory Authority” shall be interpreted in accordance with applicable Data Protection Legislation;

(c) “Personal Data” as used in this Addendum means information relating to an identifiable or identified Data Subject (“Relevant Person”), which LEWIS Processes as a Data Processor in the course of providing you with services.

2. Data Protection

2.1. When LEWIS Processes Personal Data in providing services to you, LEWIS will:

- (a) Process the Personal Data as a Data Processor, only for the purpose of providing the Services in accordance with documented instructions from you as the Data Controller (provided that such instructions are commensurate with the functionalities of the Services). If LEWIS is required by law to Process the Personal Data for any other purpose, LEWIS will provide you with prior notice of this requirement, unless LEWIS is prohibited by law from providing such notice;
- (b) notify you if, in LEWIS’s opinion, your instruction for the processing of Personal Data infringes applicable Data Protection Legislation;
- (c) notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a Data Subject or Supervisory Authority relating to LEWIS’s Processing of the Personal Data;
- (d) implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of Personal Data and appropriate to the nature of the Personal Data which is to be protected;
- (e) assist you by appropriate technical and organisational measures insofar as this is possible and taking into account the nature of the processing, in meeting your obligations to respond to requests from a Relevant Person to exercise their rights under applicable Data Protection Legislation;
- (f) make available to you all reasonable information necessary to demonstrate compliance with the obligations laid down in this clause 2.1 and allow for and contribute to audits, including inspections, (if any) that you may conduct or another auditor mandated by you;
- (g) assist you in meeting your obligations under applicable Data Protection Legislation in relation to the security of processing, the notification of personal data breaches and data protection impact assessments, taking into account the nature of the processing and the information available to LEWIS;
- (h) notify you promptly upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to the Personal Data;
- (i) ensure that LEWIS’ personnel who access the Personal Data are subject to confidentiality obligations that restrict their ability to disclose the Relevant Person Personal Data; and
- (j) upon termination or expiration of the Agreement, LEWIS will either, at your choice, delete or return Personal Data in its possession, unless otherwise required by applicable law.

2.2 Notwithstanding the above, LEWIS may process and store Personal Data where required to do so under applicable Data Protection Legislation.

2.3 In the course of providing the Services, you acknowledge and agree that LEWIS may use Subprocessors to Process the Personal Data. LEWIS's use of any specific Subprocessor to process the Personal Data must be in compliance with Data Protection Legislation and must be governed by a contract between LEWIS and Subprocessor.

2.4 You instruct LEWIS, and authorise it and its Affiliates to instruct each Subprocessor to Process Personal Data; and in particular, transfer Personal Data to any country or territory, as reasonably necessary for the provision of the Services and consistent with the Agreement.

3. Data Processing

The parties note that your rights and obligations as the Data Controller, the subject matter and duration of the processing of Personal Data, the nature and purpose of processing of Personal Data, the types of Personal Data, and categories of Data Subject are as set out within the Agreement. Where this is not specified, the parties may specify this within the "Additional Information" section at Clause 5 below.

Each Party may make reasonable amendments to this information by written notice.

4. Miscellaneous

4.1 In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum, including limitations thereof, will be governed by the relevant provisions of the Agreement.

5. Information to be completed

Client entity ("You" or "Client")	
LEWIS entity ("LEWIS")	
Additional Information <i>(optional)</i>	

Agreed and signed on behalf of:

Client

Signature

Full Name

Position

Date

LEWIS

Signature

Full Name

Position

Date