

## Asset Disposal Data Processing Agreement

This Data Processing Agreement (“DPA”) forms part of every agreement for services (“Services”) between:

Middleton Asset Management Ltd T/A Asset Disposal (The Processor) and the nominated ‘Controller’.

(each a “Party,” together the “Parties”), except to the extent (if any) that the Parties have agreed in writing that other terms which shall govern the processing of data by Processor on behalf of Controller and will take precedence.

### BACKGROUND

This DPA reflects the Parties’ agreement regarding the Processing of Personal Data and in the absence of a DPA presented by the Controller because:

(1) The Controller agreed to provide the Processor with IT equipment or data storage devices as further specified in the Work Order Form.

(2) In providing the Services, the Processor may from time to time be provided with, or have access to, information of the Controller which may qualify as personal data within the meaning of the Applicable Data Protection Laws; and

(3) The Controller engages the Processor for the processing of personal data acting on behalf of the Controller, as stipulated in Article 28 of the GDPR. (and equivalent provisions of Applicable Data Protection Laws).

(4) In the event that the above named Controller is in fact a Processor to a Data Controller and engages the named Processor as a Sub-Processor; the DPA below shall be read and agreed on those terms.

To enable the Parties to conduct their relationship in a manner that is compliant with law, the Parties have entered this DPA as follows:

(A) Controller wishes to appoint Processor to undertake the Services (as defined in Schedule 4) on its behalf.

(B) To perform the Services on the Controller’s behalf, the Processor will require to process certain Categories of Data (as defined in Schedule 5) on behalf of the Controller.

*IT IS HEREBY AGREED:*

### 1. *Definitions and Interpretation*

1.1 The words and expressions below will have the meanings set out next to them:

“**Applicable Laws**” means any other law or regulation that may apply to the processing of Personal Data.

“**Appointed Agent**” means any auditor or third party, formally appointed by the Data Controller to perform a range of tasks associated with the validation of the performance of the Data Processor.

“**Confidential Information**” means all confidential information imparted by Controller to Processor during the term of this Contract or coming into existence because of Processor’s obligations hereunder which is either marked as confidential or which ought reasonably to be regarded as confidential.

“**Contract**” means this Data Processing Contract.

“**Controller Data**” means all data processed by the Data Processor on behalf of the Data Controller under the terms of this data processing contract.

“**Data Controller**” means “controller” as defined in Article 4 (7) of the GDPR.

“**Data Processor**” means “processor” as defined in Article 4 (8) of the GDPR.

“**Data Subject**” means “data subject” as defined in Article 4 (1) of the GDPR.

“**GDPR**” means the UK General Data Protection Regulation.

“**Period**” means the length of time.

**“Personal Data”** means ‘*personal data*’ as defined by Article 4 (1) of the GDPR and which is processed by Processor on behalf of Controller, as set out in Schedule 5 hereto.

**“Party”** or **“Parties”** means a party or the parties to this Contract.

**“Services”** means the provision of ‘*Data Processing Services*’ to the Controller and is deemed to be the subject matter as per Article 28 GDPR.

**“Data Subject Rights Request”** means a request under Chapter 3 of GDPR which relates to the processing of Personal Data by Processor on behalf of Controller; and

**“Third Party”** means a party which is not Controller, Processor or the Data Subject to whom the Personal Data relates.

1.2 In this Contract unless otherwise expressly stated:

1.1.1. references to Clauses are to clauses of this Contract.

1.1.2. reference to the Schedules is to the schedules to this Contract which form part of this Contract and are incorporated herein.

1.1.3. references to the singular include references to the plural and vice versa.

1.1.4. headings are inserted for convenience only and shall not affect the construction or interpretation of this Contract.

1.1.5. any phrase introduced by the terms “including,” “include,” “in particular” or any similar expression are illustrative and do not limit the sense of the words preceding those terms and such terms shall be deemed to be followed by the words “without limitation”.

1.1.6. references to a statute, or any section of any statute, include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time.

1.1.7. references to regulatory rules include any amendments or revisions to such rules from time to time; and

1.1.8. references to regulatory authorities refer to any successor regulatory authorities.

## 2. *Subject and Scope of the Commissioned Processing of Personal Data*

2.1 Processor processes the Controller Data exclusively on behalf of and on the instruction of Controller in accordance with Article 28 (1) GDPR (Commissioned Data Processing). Controller remains the controller for the purposes of data protection law.

2.2 Schedule 5 to this Contract contains an exhaustive list of which types of Controller Data the Processor may process, the nature and purpose of processing, the permitted duration of processing, and to which categories of data subjects the Controller Data relate as per Article 28 (3).

2.3 The processing of Controller Data will take place exclusively within the territory of the United Kingdom. Data processing in other countries may only take place where the Controller has provided their prior written consent and, where applicable, additionally the requirements of Article. 44 to 47 GDPR are fulfilled, or there is an exception in accordance with Article 49 GDPR.

## 3. *Standards of Performance*

3.1. Processor hereby undertakes to Controller that it will undertake the Services on behalf of Controller in accordance with this Contract using all reasonable skill and care.

3.2. Processor hereby provides sufficient guarantees to implement appropriate technical and organisation measures in such a manner that processing meets the requirements of Article 28 (1) of GDPR. These guarantees and credentials are listed on our website [www.asset-disposal.co.uk](http://www.asset-disposal.co.uk).

## 4. *The Term*

4.1 This DPA shall remain current and applicable, until such time it is updated and/or replaced.

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## 5. *Obligations of Controller*

5.1. Controller shall provide such information as Processor may reasonably require for Processor to provide the Services outlined in Schedule 4.

5.2. Controller shall instruct Processor generally in written or text form which includes email communication. If required, Controller may also issue instructions orally or via telephone. Instructions issued orally or via telephone require, however, immediate confirmation by Controller in written or text form.

5.3. Controller shall have legal title on all goods being collected and therefore can instruct Processor to process equipment in accordance with the service agreed in the schedule laid out in this contract.

## 6. *Obligations of Processor*

6.1. Processor undertakes to Controller that it shall process the Personal Data only on Controller's instructions as given from time to time, and in accordance with the terms of this Contract and all Applicable Laws.

6.2. Any instructions issued by Controller to Processor shall be done so in accordance with 5.2 and shall be documented by Processor to be evidenced to Controller on request.

6.3. If Processor is of the reasonable opinion that an instruction by Controller breaches this Agreement, an earlier instruction, or applicable data protection laws, Processor must inform Controller in writing of this immediately.

6.4. Processor shall ensure that only such of its employees who may be required by Processor to assist it in meeting its obligations under this Contract shall have access to the Personal Data. Processor shall ensure that all employees used by it to provide the Services (i) have undergone training in the laws of data protection and in the care and handling of the Personal Data in accordance with such laws, and (ii) have undergone vetting to an appropriate level.

6.5. Processor undertakes to Controller that it will not disclose the Personal Data or any part thereof to any Third Party unless and only to the extent instructed to do so in writing by Controller.

6.6. Processor undertakes to Controller that it will not export the Personal Data or any part thereof outside the United Kingdom in any circumstances other than at the specific written request of Controller. If Processor intends to transfer Controller Data to a third country or an international organisation without having been instructed to this end by Controller, Processor will inform Controller without undue delay and as soon as possible about the purpose, legal ground and affected Controller Data, to such an extent and insofar as such notification is not legally prohibited on the grounds of a substantial public interest.

6.7. For the mutual benefit of both Parties, and to ensure compliance with this Contract and the Applicable Laws, Controller and Processor will liaise regularly, and Processor will allow its data processing facilities, procedures, and documentation to be reviewed by Controller or its auditors.

6.8. If at any time Processor is unable to meet any of its obligations under this Contract, it undertakes to inform Controller immediately by notice in writing.

6.9. Processor is not permitted to make any copies or duplicates of the Controller Data without prior written approval by Controller. This excludes copies which are necessary for the orderly performance of this agreement as well as copies which are necessary for compliance with statutory retention obligations.

6.10. Should Controller be required to provide information to a public authority or a person relating to the processing of Controller Data, or to otherwise cooperate with a public authority, Processor shall support Controller at the first request with the provision of such information or the fulfilment of other obligations to cooperate. This applies to the immediate provision of all information and documents relating to technical and organisational measures taken in line with Article 32 GDPR relating to the technical procedure for the processing of Controller Data, the sites at which Controller Data are processed, and relating to the employees involved in processing the Controller Data.

6.11. Processor will support Controller in any activity, relevant to services being conducted by Processor, which Controller or appointed agents must undertake to comply with GDPR such as Data Privacy Impact Assessment and Register of Processing Activities.

6.12. Processor must have a Data Protection Officer throughout the term of this contract and inform Controller of the contact details of this appointment. Should the Processor make any changes to the Data Protection Officer this

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information must be passed onto Controller without undue delay. Should Processor believe they do not have to appoint a Data Protection Officer this information should be passed onto Controller prior to the enactment of this contract.

## 7. *Assignment & Subcontracting*

7.1. Processor shall not be entitled to assign this Contract nor all or any of its rights or obligations hereunder, without the prior written consent of Controller.

7.2. The Controller hereby consents to the use by the Processor of the services of the subcontractors set out in Schedule 1 of this Agreement for the purposes set out therein.

7.3. Processor shall not be entitled to sub-contract performance of its obligations hereunder without Controller's prior written consent and Processor shall, always, be responsible as between itself and Controller for the observance by its assignees of the obligations contained in this Contract as if such sub-contractors were Processor.

7.4. In the event that Processor requires Controller's prior written consent in pursuance of Clause 7, Controller shall be entitled, at its discretion, to withhold such consent and prior to issuing such consent Controller may require the party that Processor proposes to sub-contract the performance (or any part thereof) of its obligations hereunder, to enter into a direct contractual relationship with Controller in respect of the processing of any Personal Data by such party.

7.5. For the assessment of such approval, Processor must provide Controller with a copy of the intended commissioned data processing agreement between Processor and the further commissioned data processor. Processor must obligate the further commissioned data processor in that written agreement in the same manner as the former is obligated based on this Agreement and include the requirements set out in Clause 14.

7.6. Processor is obligated to only select – and, should Controller approve, to make use of – those further commissioned data processors which offer sufficient guarantees that the appropriate technical and organisational measures will be implemented in such a manner that the processing of Controller Data takes place in accordance with the requirements of the GDPR. Processor must satisfy itself prior to the commencement of the processing of compliance with the technical and organisational measures by the further commissioned data processor and will confirm by means of a request for approval by Controller. Upon request, Processor will provide evidence to Controller to this end.

7.7. There is no right or claim to the granting of approval. The statutory liability of Processor in their capacity as commissioned data processor remains unaffected by any approval granted.

7.8. Controller must also be granted audit and examination rights in relation to subcontractors in accordance with Clause 6 of this Contract. Controller may request from Processor information about the essential terms and conditions of the subcontract and the implementation of the subcontractor's obligations relating to data protection, if necessary, also by inspection of the relevant contractual documentation.

## 8. *Security of processing (As per Article 32 GDPR)*

8.1. Processor warrants that it undertakes appropriate technical and organisational measures to ensure a suitable level of protection for the Controller Data corresponding to the risk. This must be in consideration of the state of the art, implementation costs and the type, scope, circumstances, and aims of the processing as well as the varying likelihood of occurrence and severity of the risk to the rights and freedoms of data subjects. These measures include, among other things, the following:

- a) the pseudonymisation and encryption of Controller Data.
- b) the ability to permanently ensure the confidentiality, integrity and availability of the systems, services, and Controller Data in connection with the processing.
- c) the ability to rapidly recover the availability of the Controller Data and access to them, should a physical or technical disruption occur.
- d) a process for the regular review, assessment, evaluation, and evidence of the effectiveness of the technical and organisational measures for the purposes of ensuring the security of the processing.

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8.2. Processor guarantees that it has, prior to the commencement of the processing of the Controller Data, provided evidence to Controller that it has taken the appropriate technical and organisational measures to protect the data which is being processed. This evidence could be the accreditation of its Data Processing Service by an industry recognised accreditation scheme. (Article 28 (5) GDPR) Processor guarantees that it will maintain these during the term of the Agreement.

8.3. Processor guarantees that it adheres to an approved code of conduct [Article 28 (5)] prior to the commencement of the contract.

8.4. Processor guarantees that as technology and threat evolves, by means of continual assessment, the technical and organisational measures in place are assessed for appropriateness. Because of this assessment Processor is permitted to implement alternative, adequate measures, if they do not fall below the security level of the measures agreed at the start of this Agreement. Any alternative measures are subject to the prior clauses of this contract and evidenced to Controller as per 8.1 and 8.2.

## 9. *Transfer of Personal Data*

9.1. Before transferring any Personal Data to Controller, Processor will establish with Controller the appropriate method of transfer or transmission and will securely transfer or transmit the Personal Data to Controller in line with Controller's requirements.

## 10. *Data Subject Requests*

10.1. Controller shall be responsible for responding to all Data Subject Requests in accordance with Article 12. GDPR ("data subject rights") which may be received from Data Subjects to which the Personal Data relates.

10.2. Processor hereby agrees to assist Controller with all applicable Data Subject Requests which may be received from the Data Subjects to which the Personal Data relates as per Schedule 1.

10.3. If Processor receives a Data Subject Request from a Data Subject relating to the Personal Data processed on behalf of the Controller it shall immediately and without undue delay, forward it to the person nominated by Controller under clause 20 of this Contract.

10.4. Where Controller considers that it is necessary for copies of the Personal Data to be transferred to it to respond to a Data Subject Request, Controller will inform Processor that it requires copies to be transferred. Before transferring the copies, Processor will establish with Controller the appropriate method of transfer and will securely transfer the copies of the Personal Data to Controller in line with Controller's requirements, to arrive no more than ten working days from the date of Controller's request to Processor.

## 11. *Complaints relating to processing of Personal Data under this Contract.*

11.1. Controller shall be responsible for the handling of and responding to processing any complaints or expressions of dissatisfaction which may be received from the Data Subjects to which the Personal Data relates or others, in relation to the processing of the Personal Data under this Contract.

11.2. Processor hereby agrees to assist Controller with any applicable complaints or expressions of dissatisfaction which may be received from the Data Subjects to which the Personal Data relates or others, in relation to the processing of the Personal Data under this Contract as per Schedule 1.

11.3. If Processor receives any complaints or expressions of dissatisfaction, relating to the Personal Data processed on behalf of the Controller it shall immediately and without undue delay, forward it to the person nominated by Controller under clause 20 of this Contract.

11.4. Where Controller considers that it is necessary for copies of the Personal Data to be transferred to it to allow it to respond to a complaint or expression of dissatisfaction, [Controller will inform Processor that it requires copies to be transferred. Before transferring the copies, Processor will establish with Controller the appropriate method of transfer and will securely transfer the copies of the Personal Data to Controller in line with Controller's requirements, to arrive no more than five working days from the date of Controller's request to Processor.

## 12. *Breach Identification and Notification*

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12.1. Under the context of this contract a Data Breach is defined as “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.”

12.2. Processor will ensure that there are sufficient checks being made on processing activities to ensure that data is being protected at all times as per clause 8.

12.3. Processor will without undue delay inform Controller if the former becomes aware of an incident which under the definition of 12.1, constitutes a data breach. This communication will be made to the contact as designated in Clause 20 and be classed as “Initial Notification”.

12.4. Controller will be responsible for informing the Local Supervisory Authority as denoted in Clause 20. This notification will be made no later than 72 hours from the “Initial Notification” as per Article 33 GDPR.

12.5. Processor must inform Controller within 24 hours of Initial Notification the following details where possible; nature of personal data breach including categories and approximate number of data subjects concerned, names and contact details of the Data Protection Office or other contact point, likely consequences of personal data breach and any measures taken or proposed to be taken to mitigate the adverse effects of the data breach. Where it is not possible to provide this information in full within 24 hours, a clearly articulated plan of activities and timelines for obtaining any missing information should be submitted to Controller within the 24-hour window.

12.6. Processor will support the Controller or Controller’s appointed agent, in the investigation of any data breach incident unless such activities contravene legal or contractual obligations already in place. In such situations, a written explanation supporting the Processor’s position is required.

### 13. *Retention and Disposal of Personal Data*

13.1. Processor undertakes to retain and dispose of the Personal Data in line with Schedule 3 unless otherwise required to retain it for the purposes of meeting legal obligations.

### 14. *Evidence and inspections*

14.1. Processor shall provide Controller with all necessary information to prove compliance with Controller’s obligations under this Agreement upon request. Upon request of Controller, Processor shall provide Controller immediately with all relevant certificates and audit reports.

14.2. Controller is entitled to receive information from the Data Protection Officer of Processor relating to all aspects regarding the processing of Controller Data, including the technical and organisational measures taken in accordance with Clause 8.

14.3. Controller or appointed agent is entitled, with reasonable notice, to enter the business premises of Processor during normal business hours (Mondays to Fridays from 09:00 until 17:00) and inspect the technical and organisational measures as well as the processes of Processor, to satisfy themselves of the compliance with the provisions of this Agreement as well as the relevant statutory data protection provisions by Processor.

14.4. Processor guarantees Controller, or appointed agent, the access rights, information rights, and inspection rights necessary for this purpose. Processor will guarantee access to the data processing facilities, files, and other documents to allow for monitoring and auditing of the relevant data processing facilities, files and other documentation relating to the processing of the Controller Data. Processor will provide Controller, or an agent appointed by the same, with all information necessary for the inspection.

14.5. Controller and Processor are subject to public audits by the competent data protection authorities. Upon request of Controller, Processor will provide the requested information to the supervisory authorities and will also grant the latter the opportunity to audit; this includes inspections of Processor by the supervisory authorities and persons appointed by them. Processor guarantees to the competent authorities in this context the necessary access rights, information rights, and inspection rights.

14.6. Processor shall hold relevant industry accreditations to evidence capabilities in their field. These are to be maintained throughout the duration of this contract and are listed on our website [www.asset-disposal.co.uk](http://www.asset-disposal.co.uk).

### 15. *Indemnity*

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15.1. Processor hereby agrees to indemnify Controller up to a maximum of £250k per single incident against all losses, costs, expenses, damages, liabilities, demands, claims, fines, penalties, actions, or proceedings which Controller may incur arising out of any failure by Processor or its employees to comply with any of its obligations under this Contract.

## 16. *Ownership*

16.1. All right, title and interest in the Confidential Information shall vest solely with Controller or its licensees.

## 17. *Confidentiality*

17.1. Processor shall procure that all Confidential Information disclosed to it by Controller under this Contract or which at any time during the term of the Contract come into Processor's knowledge, possession or control, shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by this Contract and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Contract and then only under appropriate confidentiality provisions approved in writing by Controller.

17.2. Processor will ensure, pursuant to Article. 29 GDPR, that all persons under their authority process the Controller Data exclusively in accordance with this Agreement, as well as the instructions of Controller.

17.3. The obligations of confidence contained in this Clause 17 shall not prevent Processor from disclosing information to the extent required by law or for any regulatory purposes, provided that prior written notice is given to Controller of such disclosure.

17.4. The obligations of confidence contained in this Clause 7 shall not apply to any information which:

17.4.1. is or becomes generally available to the public through no act or default of Processor or its directors, employees, or agents; or

17.4.2. Processor can demonstrate from its written records, prior to its receipt from Controller was in its possession and at its free lawful disposal; or

17.4.3. Processor can demonstrate from its written records, is after its receipt from Controller, generated by employees of Processor independently of, and without knowledge of, the Confidential Information; or

17.4.4. Processor can demonstrate from its written records, is subsequently disclosed to it without any obligation of confidence by a third party who has not derived it directly or indirectly from Controller.

17.5. The obligations of confidence contained in this Clause 17 shall survive the termination of this Contract for whatever reason for a period of: (i) three (3) years following the final disclosure of the Confidential Information by Controller to Processor; or (ii) if longer, but only to the extent reasonably required, for as long as the ongoing confidentiality of the Confidential Information, or any part thereof, remains of value to Controller and or its interests.

## 18. *Termination*

18.1. This Contract may be terminated by Controller giving not less than 3 months written notice to Processor.

18.2. This Contract may be terminated by the Processor giving not less than 3 months written notice to Controller.

## 19. *Consequences of Termination*

19.1. On termination of this Contract for whatever reason, Processor shall cease to process the Personal Data and Confidential Information and shall arrange for the prompt and safe return of all of the Personal Data and Confidential Information, processed under the terms of this Contract to Controller, together with all copies of the Personal Data in its possession or control or that of its agents or contractors, within such time and by such secure means as Controller shall provide for in writing at the time of termination of the Contract.

19.2. On termination of this Contract, should Controller require the deletion of Controller Data still held by Processor, the Data Processor shall, at the written request of the Data Controller, delete (or otherwise dispose of) the Personal Data, and shall provide written evidence to support the deletion activity. Termination of this Contract shall not affect any rights or obligations of either Party which have accrued prior to the date of termination and all provisions

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which are expressed to, or do by implication, survive the termination of this Contract shall remain in full force and effect.

## 20. Notices

20.1. Any notice under or in connection with this Contract shall be in writing (but not by fax, e-mail, or similar means) and shall be delivered personally, or sent by courier or by recorded or registered mail to the following addresses:

*Notices to Controller:*

Notices to: *'The Customer as outlined above.'*

*Notices to Processor:*

Notices to: *'Middleton Asset Management trading as Asset Disposal.'*

Address: *'Unit 4 C/D, Cromwell Road, Bredbury, Stockport, SK6 2RF.'*

Marked for the attention of: *'Ben Swindlehurst (CEO).'*

## 21. Severability

21.1. Should any provision of this Contract be held to be illegal, invalid, or unenforceable in any respect by any judicial or other competent authority under the law of any jurisdiction.

21.2. If by substituting a shorter time period or more restricted application of the provision, it would be valid and enforceable, such shorter time period or more restricted application shall be substituted.

21.3. If Clause 18.1 is not applicable:

21.3.1. such provision shall, so far as it is illegal, invalid, or unenforceable in any jurisdiction, be given no effect by the Parties and shall be deemed not to be included in this Contract in that jurisdiction.

21.3.2. the other provisions of this Contract shall be binding on the Parties in that jurisdiction as if such provision were not included herein.

21.3.3. the legality, validity, and enforceability of the provision in any other jurisdiction shall not be affected or impaired; and

21.3.4. the Parties shall negotiate in good faith to agree an alternative provision in terms which as closely as possible achieve the intention of the Parties in the original provision, do not substantially impair the Parties' original interests and do not render such provisions invalid or unenforceable.

## 22. Variation

22.1. No variation or amendment to this Contract shall bind either Party unless made in writing and signed by duly authorised officers of both Parties.

## 23. Waiver and Remedies

23.1. A failure to exercise or any delay in exercising any right or remedy provided by this Contract or by law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies.

## 24. Entire Contract

24.1. This Contract constitutes the entire Contract and understanding of the Parties relating to its subject matter and supersedes all prior proposals, Contracts and understandings between the Parties or their advisors relating to such subject matter.

24.2. Each of the Parties hereby acknowledges and agrees that in entering into this Contract, it does not rely on any statement, representation, warranty, undertaking, Contract or understanding of any nature whatsoever made by any person other than as expressly included in this Contract as a warranty (a "Prior Representation") and to the extent that

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it is so included that Party's only remedy shall be a contractual one for breach of warranty under the terms of this Contract for damages. To the extent that, notwithstanding the foregoing a Prior Representation has been made and relied upon by either Party, the relevant party unconditionally and irrevocably waives any claims, rights, or remedies it may have in relation thereto.

24.3. Nothing in this Clause 4 or in this Contract shall operate to limit or exclude any liability of either Party, or the remedies available to either Party for fraud, including fraudulent acts and/or fraudulent misrepresentations.

## 25. *Further Assurance*

25.1. The Parties shall execute all further documents as may be reasonably necessary or desirable to give full effect to the terms of this Contract and to protect the rights of the Parties under it.

## 26. *Governing Law*

26.1. This Contract shall be governed in all respects by the laws of England and Wales and each Party hereby irrevocably submits for all purposes in connection with this Contract to the exclusive jurisdiction of the English and Welsh Courts.

### **Declaration:**

By signing our T's & C's or Service Level Agreements and/or this agreement, you agree that you have read, understood, and agree to be bound by these the Terms and Conditions in this agreement.

### **Schedule 1 - Sub-processors approved by the Controller**

For the purposes of executing this contract, the CONTROLLER approves the use of the SUB- PROCESSORS in the table below. The PROCESSOR confirms there are contracts in place with each SUB-PROCESSOR with terms equivalent to the terms contained within this contract.

<i>Sub Processor Name:</i>	MOVE IT Limited
<i>Service being Provided:</i>	Collections/Transportation
<i>Location of Service Delivered:</i>	UK
<i>DPO Details of Sub Processor:</i>	Not Applicable

### **Schedule 2 - Data Processing Services**

The CONTROLLER agrees for the PROCESSOR to perform the following services to achieve the objective of this contract under the following service levels and standards outlined in this schedule:

#### *Pre-Collection*

- Provision of collection Work Order Forms to ensure asset types, quantities, pricing, any other service requirements that is needed can be met.
- Site Requirements and Security access requirements can be met via the site security form, if required.

#### *Collection / Transport security*

- Collection via Asset Disposal Secured in house fleet or an appointed accredited contractor – ensuring full GPS tracked / Solid sided / Alarmed / Immobilizers.
- All appointed employees are DBS Checked and Vetted to the requirements of the customer – with provision of site ID.
- Multipoint collections unless otherwise agreed with Controller.
- Waste Transfer and Collection forms completed (including Chain of Custody / Asset Count/ Verification with Controller contact) Asset Disposal takes full asset ownership, custody and liability following asset verification from the point of collection.

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*Asset Auditing / Data Sanitisation*

- All assets will be booked in to processing software within 7 days of receiving the assets into the processing facility.
- All assets will be processed through the system and processed within twenty-eight (28) working days from collection date, service levels will vary based on Dial Rating. (Unless otherwise agreed with Controller and assets to be securely held for a defined period prior to processing).
- Each collection to be processed shall be individually tracked within five working days of receipt at the facility. (Unless otherwise specified by Controller and assets to be securely held for a defined period prior to processing)
- Data sanitisation of collected asset types and data media in accordance with the Data Capability Statement (Next table).
- All assets/media failing data erasure process or malfunctioning will be physically destroyed as per Data Capability Statement.
- Asset audit and reporting in accordance with the Asset Auditing table.
- All Controller asset labelling, branding, or tagging will be removed.

*Asset Disposal Data Capability Statement*

Media Types	On-Site		Off-Site	
	Re-use	Destruction	Re-use	Destruction
<b>Magnetic Hard Disk Drives</b>	N/A	Physically impaired using HMD HDS Powerline 150 shredder (32mm) or physically impaired using an eDR crushing system.	Destroyed using laboratory or NCSC/CPA approved overwriting software.	Physically impaired using HMD HDS Powerline 150 shredder (32mm) or physically impaired using an eDR crushing system.
<b>Solid State Hard Drives</b>	N/A	Manually stripped to remove the plastic and internal logic board. Then crushed using eDR plates to destroy NAND Cells.	Destroyed using laboratory or NCSC/CPA approved overwriting software.	Manually stripped to remove the plastic and internal logic board. Then crushed using eDR plates to destroy NAND Cells.
<b>Smart Phones</b>	N/A	Batteries removed and then physically impaired using HMD HDS Powerline 150 shredder (32mm) or physically impaired using an eDR crushing system.	Destroyed using laboratory or NCSC/CPA approved overwriting software.	Batteries removed and then physically impaired using HMD HDS Powerline 150 shredder (32mm) or physically impaired using an eDR crushing system.
<b>Hybrid Disk Drives</b>	N/A	Physically impaired using HMD HDS Powerline 150 shredder (32mm) or physically impaired using an eDR crushing system.	Destroyed using laboratory or NCSC/CPA approved overwriting software.	Physically impaired using HMD HDS Powerline 150 shredder (32mm) or physically impaired using an eDR crushing system.
<b>Routers (Wired &amp; Wireless)</b>	N/A	N/A	Manufacturers reset process and independent testing program to erase data.	Remove boards, drill FPGA chip or crush using eDR NAND plates.
<b>Printers, Copiers, &amp; Multifunction Devices</b>	N/A	N/A	HDD removed then destroyed using laboratory or	HDD removed and crushed using the eDR crusher.

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			NCSC/CPA approved overwriting software.	
<b>Magnetic Tapes</b>	N/A	Shredded using HSM HDS Powerline 150 Shredder.	N/A	Shredded using HSM HDS Powerline 150 Shredder.
<b>Optical Disks</b>	N/A	Shredded using HSM HDS Powerline 150 shredder or HSM Classic 411.2 OMDD Shredder.	N/A	Shredded using HSM HDS Powerline 150 shredder or HSM Classic 411.2 OMDD Shredder.
<b>Removable Media (USB)</b>	Destroyed using laboratory or NCSC/CPA approved overwriting software.	Manually stripped to remove the plastic and internal logic board. Then crushed using eDR plates to destroy NAND Cells.	Destroyed using laboratory or NCSC/CPA approved overwriting software.	Manually stripped to remove the plastic and internal logic board. Then crushed using eDR plates to destroy NAND Cells.

#### *Agreed Asset Auditing*

Detail of Information captured on the auditing report for all 'Data Bearing Items':

Make, Model, Asset Number, Customer Asset Number, Serial Number, Pass/Fail, Notes, Chassis Condition, Processor, Storage, RAM.

### **Schedule 3 - Type of Data being processed.**

#### *Scope & Purpose of Permitted Data Processing*

<b>Type of Controller Data:</b>	Personal Data, Special Category Data.
<b>Data Subject Categories:</b>	Staff, Public, Patients, Customers, Students, Children.
<b>Purpose of Processing:</b>	Secure disposal of data held on / within IT equipment, Accessories, or other media. (Including hard copy documents)
<b>Duration of Processing:</b>	Disposal completed within 28 Working Days from point of collection.
<b>Purpose of Processing:</b>	Secure disposal of data held on / within IT equipment, Accessories, or other media (Including hard copy documents).