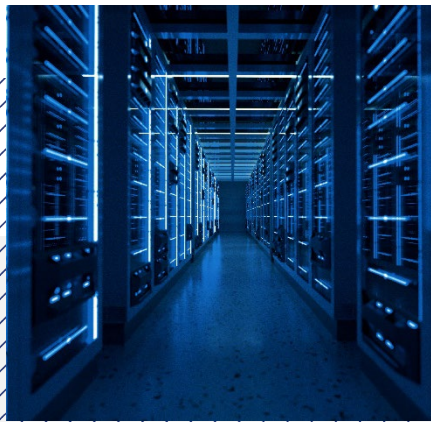


OCS UK & Ireland.

Data Protection Policy (Suppliers)



Data Protection Policy (Suppliers)

Reference to the “OCS Group” means “OCS Group UK Limited, OCS UK&I Limited, OCS One Complete Solutions Limited and each of their direct and indirect subsidiaries from time to time”.

The OCS group of companies is committed to ensuring that data and privacy are protected. This notice sets out how we expect our Suppliers to process and protect personal information prior to, during, and after their working relationship with us.

Each company in the OCS group is a “data controller” for the purposes of the General Data Protection Regulation 2016 (GDPR) and Data Protection legislation.

All our third-party Suppliers are required to take appropriate security measures to protect personal information in line with the GDPR and data protection legislation. No Supplier shall use any personal data provided by the OCS group for their own purposes, but only for specified purposes and in accordance with our instructions.

The terms “Data Subject”, “Personal Data”, “Personal Data Breach”, “Process” and “Processing” shall have the same meaning as in the Data Protection legislation, and their cognate terms shall be construed accordingly.

The Supplier shall, in relation to Processing of any Personal Data in connection with the performance by the Supplier of services and/or supply of goods to the OCS group:

- Process Personal Data only on the written instructions of OCS unless Processing is required by Data Protection legislation, in which case the Supplier shall, to the extent permitted by legislation, inform OCS of that legal requirement before the relevant Processing of that Personal Data;

- ensure that it has in place appropriate technical and organisational measures (including, as appropriate, the measures referred to in Article 32(1) of the General Data Protection Regulation 2016/679) to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, OCS Personal Data; and
- not transfer any OCS Personal Data outside of the European Economic Area unless the prior written consent of OCS has been obtained.

The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the OCS Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Personal Data, as strictly necessary for the purposes of the contract, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Subject to the extent that retention is required by Data Protection legislation the Supplier shall promptly and in any event within thirty (30) days of the date of cessation of any services and/or termination of their contract with the relevant OCS group company (the “Cessation Date”), delete and procure the deletion of all copies of OCS Personal Data.

Subject to the extent that retention is required by Data Protection Legislation, OCS may by written notice to Supplier within fourteen (14) days of the Cessation Date require Supplier to return a complete copy of all OCS Personal Data to OCS by secure file transfer in such format as is reasonably notified by OCS to Supplier.

The Supplier shall:

- notify OCS in writing within two (2) working days if it receives:
 - a. a request from a Data Subject to have access to OCS Personal Data; or
 - b. a complaint or request relating to OCS's obligations under the Data Protection legislation;
- provide OCS with full cooperation and assistance in relation to any complaint or request made, including by:
 - a. providing OCS with full details of the complaint or request;
 - b. assisting OCS to comply with a subject access request within the relevant timescales set out in the Data Protection legislation and in accordance with OCS's instructions;
 - c. providing OCS with any Personal Data it holds in relation to a Data Subject (within the timescales required by OCS); and
 - d. providing OCS with any information requested by OCS.

The Supplier shall not appoint a Processor without OCS's prior written consent. The Supplier shall enter into a written agreement with any permitted Processor incorporating terms which are substantially similar to those set out in this policy. As between OCS and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any Contracted Processor appointed by it.

The Supplier shall notify OCS immediately upon the Supplier or any Subprocessor becoming aware of a Personal Data Breach affecting OCS Personal Data, providing OCS with sufficient information to allow OCS to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Legislation.

Supplier shall co-operate with OCS and take such reasonable commercial steps as are directed by OCS to assist in the investigation, mitigation and remediation of each such Personal Data Breach.