Data Processing Agreement

This agreement is made between:

(A)   PLAYERDATA LIMITED (company registration number SC571960), a company registered in Scotland, the registered office of which is at % Forrit, 2-4 Waterloo Place, Edinburgh, EH1 3EG (the "**Data Processor**"); and

(B)   YOU (the "**Data Controller**"),

each a "**Party**" and together the "**Parties**".

1   Definitions

1.1   "**Data controller**" means a data controller or controller (as the case may be) as defined by the Data Protection Legislation (and 'controller' shall be construed accordingly).

1.2   "**Data Processing Agreement**" means this agreement.

1.3   "**Data processor**" means a data processor or processor (as the case may be) as defined by the Data Protection Legislation (and 'processor' shall be construed accordingly).

1.4   "**Data Protection Legislation**" means the GDPR for as long as it is directly applicable in the United Kingdom and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom, and then any successor legislation to the GDPR or the Data Protection Act 2018.

1.5   "**Data Subject**" means a data subject as defined by the Data Protection Legislation.

1.6   "**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

1.7   "**Personal Data**" means personal data as defined by the Data Protection Legislation.

1.8   "**You**" means the purchaser who is also the data controller unless otherwise stated.

2   General obligations

2.1   Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 2.1 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

2.2   The Parties acknowledge that for the purposes of the Data Protection Legislation and this Data Processing Agreement, the Data Controller is the data controller and the Data Processor is the data processor. The Schedule to this Data Processing Agreement sets out the scope, nature and purpose of processing by the Data Processor, the duration of the processing and the types of Personal Data and categories of Data Subject.

2.3   Without prejudice to the generality of clause 2.1, the Data Controller will ensure that it has, at all times:

2.3.1   a valid legal basis under the Data Protection Legislation for the processing of Personal Data under this Data Processing Agreement, including, without limitation, such processing by the Data Processor as instructed or permitted by the Data Controller under clause 3.1.1 and clause 3.2 of this Data Processing Agreement;

2.3.2   where required by law (for example, as required for the transmission by electronic means of direct marketing communications under the Privacy and Electronic Marketing Communications Regulations 2003), valid consent (under the Data Protection Legislation) for such processing; and

2.3.3   appropriate notices in place as required by the Data Protection Legislation to enable lawful transfer of Personal Data to the Data Processor for the duration and purposes of this Data Processing Agreement.

2.4   Where applicable the Data Controller will seek and gain consent from the parent or guardian of any minor they wish to use PlayerData services with.

3   Data Processing

3.1   Without prejudice to the generality of <u>clause 2.1</u>, the Data Processor shall, in relation to any Personal Data processed in connection with the performance by the Data Processor of its obligations under this Data Processing Agreement:

3.1.1   process Personal Data only on lawful documented instructions from the Data Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by European Union or European Union Member State law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing Personal Data, unless that law prohibits such information on important grounds of public interest;

3.1.2   ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.1.3   take all measures required pursuant to Article 32 of the GDPR;

3.1.4   respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor;

3.1.5   taking into account the nature of the processing, assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;

3.1.6   assist the Data Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Data Processor;

3.1.7   at the choice of the Data Controller, delete or return all Personal Data to the Data Controller after the end of the provision of the services relating to processing, and delete existing copies unless European Union or European Union Member State law requires storage of Personal Data; and

3.1.8   make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller. The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes the GDPR or other European Union or Member State data protection provisions.

3.2   The Data Controller hereby gives its prior consent, documented (written) instructions and written authorisation to the Data Processor to:

    3.2.1   Engage any other processors as the Data Processor deems fit in the course of its provision of the services under this Data Processing Agreement, provided that the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors prior to such appointment or replacement, thereby giving the Data Controller the opportunity to object to such changes and does so in compliance with Data Protection Legislation; and

    3.2.2   Where the Data Processor engages another processor for carrying out specific processing activities on behalf of the Data Controller, the Data Processor shall ensure that the same data protection obligations as set out in this contract or other legal act between the Data Controller and the Data Processor as referred to in paragraph 3 of Article 28 of the GDPR are imposed on that processor by way of a contract or other legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation. Where the other processor fails to fulfil its data protection obligations, the Data Processor shall remain fully liable to the Data Controller for the performance of that other processor's obligations.

3.3   Any contract or other legal act referred to in this clause 3 shall be in writing, including in electronic form.

3.4   The Data Controller agrees that it has considered the Data Processor's obligations under Article 32 of the GDPR and considers that the Data Processor is in compliance with such obligations, in particular the obligation to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Data Controller's processing of Personal Data.

3.5   Either party may, at any time on not less than one month's prior written notice, revise clause 3 by replacing it with any applicable Data Controller to Data Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Data Processing Agreement).

3.6   The Parties shall make such amendments to this Data Processing Agreement as are required to ensure that this Data Processing Agreement complies with any applicable legislation, including any applicable Data Protection Legislation from time to time.

<u>Schedule</u>

Subject matter of the processing

Athlete analytics data

Duration of the processing

The duration of the agreement. The account will be frozen on cancellation but data will be accessible to the customer for 12 months following cancellation.

Nature of the processing

Consent of data for the purpose of fulfilling the PlayerData agreement

Purpose of the processing

Provision of PlayerData services as per the agreement

Types of personal data processed

Contact Details: full name; email address; phone number; date of birth

Health Data: heart rate monitoring

Locational Data

Categories of data subjects

Persons of any age. Where data subjects are 13 and under the data controller will have gained parental or guardian consent for persons under the age of consent.

Obligations and rights of the data controller

The obligations and rights of the data controller are set out in <u>clauses 2 and 3</u> of this Data Processing Agreement.