

APPENDIX 6

DATA PROCESSING TERMS (Verifying Retailer as Data Processor)

Definitions and interpretation.

The following definitions shall apply in these Data Processing Terms:

Approved Countries	means the United Kingdom; countries in the European Economic Area; countries that the European Union has approved as having an adequate level of data protection;
Business Days	means any day other than a Saturday or Sunday or public holiday in England;
Complaint:	means a complaint or request relating to either party's obligations under Data Protection Legislation to the extent that it is relevant to these Data Processing Terms including, without limitation, any compensation claim from a Data Subject or any notice, investigation or other action from a Supervisory Authority;
Data Controller:	has the same meaning given to that term (or the term "controller") in the Data Protection Legislation;
Data Processor:	has the same meaning given to that term (or the term "processor") in the Data Protection Legislation;
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the EU GDPR; UK GDPR the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. Controller (or Data Controller), Processor (or Data Processor), Data Subject, Personal Data, Personal Data Breach, Processing and Appropriate Technical Measures: shall each be as defined in the Data Protection Legislation;
Data Subject Request:	means a request made by a Data Subject to exercise any rights of the Data Subject under the Data Protection Legislation;
EU GDPR:	means the General Data Protection Regulation ((EU) 2016/679);
Personnel	means any person who is directly or indirectly employed or engaged by the Verifying Retailer or its or their sub-contractors or agents to perform services under the Agreement;
Provenance Material:	has the meaning given to it in Appendix 2 (Services Descriptions) of the Agreement;
Supervisory Authority:	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation;
UK GDPR	means the General Data Protection Regulation as enacted into UK law by the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments Etc) (EU Exit) Regulations 2019
Verifying Retailer	has the meaning given to it in Appendix 2 (Services Descriptions) of the Agreement.

1. Data Protection

- 1.1. The Parties agree that, in connection with the performance of their obligations under the Agreement, they shall comply with all applicable requirements of the Data Protection Legislation.
- 1.2. The parties agree that any Personal Data collected by the Verifying Retailer on behalf of Manheim (including the Provenance Material), Manheim shall be the Data Controller and the Verifying Retailer shall be the Data Processor.
- 1.3. The Verifying Retailer shall, unless required to do otherwise by any applicable law, process the Personal Data only on and in accordance with Manheim's documented instructions ('**Processing Instructions**'). The Processing Instructions are detailed in Appendix 2 of this Agreement (Service Descriptions)

2. Verifying Retailer obligations

- 2.1. If any applicable law requires the Verifying Retailer to process Personal Data other than in accordance with the Processing Instructions, it shall notify Manheim of any such requirement before processing the Personal Data. The Verifying Retailer will not process the Personal Data in a way that does not comply with Data Protection Legislation and shall notify Manheim if, in its opinion, the Processing Instructions would not comply with Data Protection Legislation.
- 2.2. The Verifying Retailer shall assist Manheim in the fulfilment of Manheim's obligations to respond to Data Subject Requests relating to Personal Data.
- 2.3. The Verifying Retailer shall in relation to the Personal Data:
 - 2.3.1. immediately record and then refer all Data Subject Requests it receives to Manheim within three Business Days of receipt of the request;
 - 2.3.2. subject to Manheim paying the Verifying Retailer's reasonable charges, provide such information and cooperation and take such action Manheim requests in relation to a Data Subject Request, within any timescale reasonably required by Manheim; and
 - 2.3.3. not respond to any Data Subject Request or Complaint without Manheim's prior written approval.
- 2.4. The Verifying Retailer shall provide such information, co-operation and other assistance Manheim requires (considering the nature of processing and the information available to the Verifying Retailer) to ensure compliance with Manheim's obligations under Data Protection Legislation, including with respect to:
 - 2.4.1. security of processing of Personal Data;
 - 2.4.2. data protection impact assessments (as such term is defined in Data Protection Legislation) that relate to Personal Data;
 - 2.4.3. prior consultation with a Supervisory Authority regarding high risk processing of Personal Data; and
 - 2.4.4. any remedial action and/or notifications in relation to Personal Data to be taken in response to any Personal Data Breach and/or Complaint, including (subject in each case to Manheim's prior written authorisation) regarding any notification of the Personal Data Breach to Supervisory Authorities and/or communication to any affected Data Subjects.

3. Technical and Organisational Measures

- 3.1. The Verifying Retailer shall implement and maintain appropriate technical and organisational measures in relation to the processing of Personal Data by the Verifying Retailer such that the processing will meet the requirements of Data Protection Legislation, and ensure the protection of the rights of Data Subjects; so as to ensure a level of security in respect of Personal Data processed by it is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 3.2. The Verifying Retailer shall ensure that all staff entrusted to handle Personal Data are appropriately trained and have committed themselves to a contractual or legal duty of confidentiality in respect of the Personal Data.

4. Cross-border Transfers of Personal Data and Sub-Processing

- 4.1. The Verifying Retailer shall not transfer any Personal Data to any country outside the Approved Countries without the Manheim's prior written consent.
- 4.2. If consent is given under clause 4.1, the Verifying Retailer will only process or transfer any Personal Data outside the Approved Countries under the following conditions:

- 4.2.1. the Verifying Retailer is processing the Personal Data in a territory which is subject to a current finding by the European Commission, for Personal Data subject to the EU GDPR, or current finding by the UK government, for Personal Data subject to UK GDPR, that the territory provides adequate protection for the privacy rights of individuals and such processing shall be subject to clause 4 of this Appendix 6; or
- 4.2.2. the Verifying Retailer participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Verifying Retailer can ensure that the appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals; or
- 4.2.3. the transfer of any Personal Data otherwise complies with the Data Protection Legislation for the reasons set out in this Appendix 6 or Appendix 1.

4.3. The Verifying Retailer may not appoint a third-party processor of Personal Data under the Agreement without Manheim's prior written consent which shall not be unreasonably withheld.

4.4. The Verifying Retailer shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of Manheim, containing such information as Manheim may reasonably require, including:

- 4.4.1. the name and contact details of the Data Processors;
- 4.4.2. the categories of processing carried out by the relevant Data Processor;
- 4.4.3. details of any transfers of Personal Data outside of the Approved Countries; and
- 4.4.4. a general description of the technical and organisational security measures implemented by the Verifying Retailer as required under the Data Protection Legislation.

5. Breach notification

5.1. In respect of any Personal Data Breach, the Verifying Retailer, shall:

- 5.1.1. notify Manheim of the Personal Data Breach without undue delay (and always within 72 hours after becoming aware of the Personal Data Breach); and
- 5.1.2. provide Manheim without undue delay (wherever possible, no later than 48 hours after becoming aware of the Personal Data Breach) with such details as Manheim reasonably requires regarding:
 - 5.1.2.1. the nature of the Personal Data Breach, including the categories and approximate numbers of Data Subjects and Personal Data records concerned;
 - 5.1.2.2. any investigations into such Personal Data Breach;
 - 5.1.2.3. the likely consequences of the Personal Data Breach; and
 - 5.1.2.4. any measures taken, or that the Verifying Retailer recommends, to address the Personal Data Breach, including to mitigate its possible adverse effects,

provided that, (without prejudice to the above obligations) if the Verifying Retailer cannot provide all these details within such time frames, it shall (in the same timeframe) provide Manheim with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased) and give Manheim regular updates on these matters.

5.2. The Verifying Retailer shall promptly (and in any event within two Business Days) inform Manheim if it receives a Complaint and provide Manheim with full written details of such Complaint.

6. End of Contract Provisions

6.1. The Verifying Retailer will, upon termination of the Agreement, delete or return (at Manheim's choice) all the Personal Data processed on behalf of Manheim.

7. Audits & Inspections

7.1. The Verifying Retailer will allow for and contribute to audits undertaken by Manheim or Manheim's appointed representative. Such audits shall be limited to a review of documentation reasonably required by Manheim to demonstrate Verifying Retailer's compliance with the obligations under this Appendix 6.