

DATA PROCESSING AGREEMENT

THIS AGREEMENT is made on.....2019

BETWEEN:

- (1) VETERINARY SOLUTIONS LIMITED, trading as Covetrus Global Software Services (CGSS) incorporated and registered in England and Wales with company number 04207571 whose registered office address is Medcare South Bailey Drive, Gillingham Business Park, Gillingham, Kent, ME8 0PZ ("HSVVS"); and
- (2) [INSERT COMPANY NAME], incorporated and registered in [INSERT PLACE] with company number [INSERT NUMBER] whose registered office address is [INSERT ADDRESS] ("Customer");

each a "party"; together "the parties".

INTRODUCTION

- (A) The Customer is a veterinary practice.
- (B) Under a standard Covetrus Software Services contract (the "Contract") CGSS has agreed to supply certain software and professional services to the Customer in respect of its veterinary practice.
- (C) The parties would like to revise and document their obligations in light of the General Data Protection Regulation.

AGREED TERMS

1. DEFINITIONS

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Privacy Policy: the Covetrus Global Software Services Data Privacy Policy online <https://hsveterinarysolutions.com/emea/privacy-policy>

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

2. DATA PROTECTION

- 2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 2, **Applicable Laws** means (for so long as and to the extent that they apply to CGSS) the law of the European Union, the law of any member state of the European Union and/or the UK Data Protection Legislation and any other law that applies in the UK.
- 2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and CGSS is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). The

Privacy Policy sets out the scope, nature and purpose of processing by CGSS, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject.

- 2.3 Without prejudice to the generality of clause 2.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to CGSS for the duration and purposes of this agreement.
- 2.4 Without prejudice to the generality of clause 2.1, CGSS shall, in relation to any Personal Data processed in connection with the performance by CGSS of its obligations under this agreement:
- (a) process that Personal Data only in accordance with the Privacy Policy or otherwise on the written instructions of the Customer unless CGSS is required by Applicable Laws to otherwise process that Personal Data. Where CGSS is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, CGSS shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit CGSS from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures are set out in the Privacy Policy);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) transfer any Personal Data outside of the European Economic Area only in accordance with the Privacy Policy;
 - (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this agreement and allow for audits by the Customer or the Customer's designated auditor.
- 2.5 The Customer consents to CGSS appointing third parties to process Personal Data under this agreement, the identity of which CGSS will notify to the Customer from time to time. CGSS confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to

those set out in this agreement. As between the Customer and CGSS, CGSS shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 2.5.

- 2.6 Either party may, at any time on not less than 30 days' notice, revise this agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

3. GOVERNING LAW

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by *Steph Bryan* }

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Name: Stephanie Bryan }

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Position Managing Director }

for and on behalf of

VETERINARY SOLUTIONS LIMITED TRADING AS COVETRUS GLOBAL SOFTWARE SERVICES

SIGNED by }

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Name: }

}

Position }

for and on behalf of

[NAME OF CUSTOMER]