

# CH – DIGITAL LTD GDPR & Data Protection Policy

## Company Statement

The General Data Protection Regulation (GDPR) has been implemented in the UK in May 2018. Under the GDPR, CH Digital will continue as a processor of data (including personal data) on behalf of its clients/customers who are also data controllers.

Under GDPR the concept of 'processor' is unchanged and as such CH Digital will continue as a processor registered with the UK ICO under ref Z3309526.

### 1 GDPR & Data Protection

1.1 CH-Digital (CHD) undertakes to process any personal data only for purposes related to the requirements of any client/controller and only to the extent that is necessary to achieve requirements of the client/controller agreement.

1.1 CHD shall undertake to meet the obligations set out in Articles 32-36 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR"). In particular, CHD undertakes to provide the client/controller with information on the measures used to secure personal data, following a data breach within 24 hours from the occurrence of such an incident, and to notify the persons whose personal data they refer to, if requested by the client/controller.

1.2 CHD will process personal data from digital images of paper documents provided by the client/controller using IT systems. To clarify, processing personal data includes all operations performed on personal data, such as: collecting, saving, organising, storing, adapting or modifying, downloading, browsing, using, disclosing by sending, distributing or otherwise sharing, matching or merging, limiting, removing or destroying.

### 2 GDPR and DATA PROTECTION - Processing of personal data

2.1 CHD undertake to perform their obligations with the utmost professional diligence in order to secure the legal, organisational and technical interests of the Parties in the processing of personal data.

2.2 CHD undertakes to apply technical and organisational measures aimed at adequate, appropriate to threats and categories of data protected, securing the personal data to processing, in particular to secure against unauthorised access, removal by an unauthorised person, processing in violation of the GDPR and change, loss, damage or destruction, at least to the extent and at the level specified by the client/controller.

- 2.3 CHD declares that the IT systems used for processing the personal data entrusted to them meet the requirements of the currently applicable provisions of law. i.e. The GDPR
- 2.4 CHD processes personal data only for the documented instructions issued by the client/controller, as per the SLA & PCS
- 2.5 CHD declares that it has the resources, experience, expertise and qualified personnel that enable it to properly perform this agreement and implement appropriate technical and organisational measures for the processing to meet the requirements of the GDPR. CHD declares that it has taken effective technical and organisational measures to protect personal data from being made available to unauthorised persons, being taken by an unauthorised person, processing in violation of the law and damage, destruction, loss or unjustified modification.
- 2.6 CHD, taking into account the nature of the data processing, shall, to the extent possible, assist the client/controller, by appropriate technical and organisational measures to comply with the obligation of the data subject to exercise the rights of the data subject.
- 2.7 CHD undertakes to keep personal data confidential and ways to secure them, including after the termination of the Agreement, and undertakes to ensure that its employees and other persons authorised to process the entrusted personal data, undertake to keep personal data secret and ways of securing them, including after the termination of the Agreement. All CHD employees are subjected to annual DBS clearance checks.
- 2.8 At the end of the provision of services related to data processing, CHD is to remove or return any personal data to the client/controller after the termination of the services related to the processing and remove all their existing copies, unless specific legal provisions order the storage of personal data.
- 2.9 CHD shall provide the client/controller with all information necessary to demonstrate fulfillment of its obligations set out in this policy and enable the client/controller or an auditor authorised by the client/controller to carry out audits, including inspections, and to help carry them out.
- 2.10 CHD declare that they may use a 3<sup>rd</sup> Party sub-contractor, based in Poland, within the EU, for services if necessary. The (GDPR Compliant) agreement with this sub-contractor is available upon request. Other than this sub-contractor, CHD does not use the services of another data processor.

### **3 GDPR and DATA PROTECTION - Responsibility of the Parties**

- 3.1 The client/controller bears responsibility for compliance with legal provisions regarding the processing and protection of personal data according to the GDPR.
- 3.2 The above does not exclude CHD's liability for the processing of data entrusted to it in breach of this Agreement.
- 3.3 CHD is liable for damage caused by processing, in particular if it has not fulfilled the obligations imposed on it by the Contract or law, or if it acted outside the lawful instructions of the client/controller or contrary to instructions issued by the client/controller

### **4 GDPR and DATA PROTECTION - THE CLIENT/CONTROLLER's administrative rights**

- 4.1 The client/controller or an external auditor authorised by the client/controller has the right to check compliance with the processing of personal data referred to in this policy and applicable law, in particular by requesting information regarding data processing by CHD, technical and organisational measures used, so that the processing takes place in accordance with the law or control in the places where the entrusted personal data are processed, after prior agreement of the Parties within 10 days prior to the planned control. CHD will perform the necessary actions to enable the administrator to exercise this right.
- 4.2 CHD is obliged to comply with the client/controller's recommendations regarding the principles of processing of personal data entrusted to it, as well as to improve the protection of personal data prepared as a result of audits carried out by the client/controller or an authorised auditor..

### **5. Charges**

Charges for work carried out by CHD on behalf of the client/controller shall be agreed between CHD and the client/controller on a "Job by Job" basis and an official Purchase order or E-Mail in respect of the work to be carried out shall be issued to CHD by the client/controller.

### **6. CONFIDENTIALITY**

Each party shall keep confidential any information (including software) obtained from the other under or in connection with the provision of the Service by CHD where such information is clearly identified as confidential. Neither party shall divulge the same to any third party other than to those employees of the client/controller or CHD who require such information to enable the client/controller or CHD to fulfil their obligations.

**7. ASSIGNMENT AND SUB-LETTING**

With the exception of the clause 2.10 (above) CHD shall not sub-let any part of any agreement with the client/controller.

**8. NOTICES**

Any notice hereunder shall be deemed to have been given if delivered by hand or sent by prepaid first class post or facsimile or electronic mail (confirmed by telephone and followed by notice by post) to the party concerned at its last known address, and deemed to have been received on the date of dispatch, if delivered by hand or sent facsimile or electronic mail, and on the third day after posting, if sent by post.

**9. LAW**

The rights of the client/controller shall not be prejudiced or restricted by any indulgence or forbearance extended to CHD and no waiver of any breach shall operate as a waiver of any subsequent breach. This Policy and every contract connected therewith shall be governed exclusively by English law, and any claim or dispute arising shall be submitted to the English courts.



Name Ian Hay \_\_\_\_\_

Position: - Managing Director

Date: - 05/08/2021