

# Impero Binding Corporate Rules

## Introduction

Impero, its Group and affiliates are committed to providing a range of products with data protection and security at the forefront.

In accordance with Data Protection Laws, these Binding Corporate Rules are intended to provide an adequate level of protection for Personal Data during international transfers within the Impero Group made on behalf of Customers and under their instructions as Controllers of the Personal Data they share.

## 1. Definitions

- **Controller** means the entity which determines the purposes and the means of the processing of Personal Data.
- **Customer(s)** means (i) a legal entity with whom Impero has executed a contract to provide the Services (or a legal entity placing an order under such contract) and such contract incorporates by reference Impero BCR or (ii) a legal entity with whom Impero has executed a contract under which the legal entity is entitled to resell the Services to its end customers and such contract incorporates by reference Impero BCR.
- **Data Subject** means the identified or identifiable person to whom Personal Data relates as defined in Data Protection Legislation.
- **Group** means any and all subsidiary companies of Impala Bidco Limited, a company incorporated in England and Wales with registration number 10878303.
- **ICO** means the Information Commissioner's Office, the UK data protection authority.
- **Personal Data** means any information relating to an identified or identifiable natural person as defined in Data Protection Legislation.
- **Processor** means the entity which processes Personal Data on behalf of the Controller.
- **Impero** means Impero and its affiliate Sub-processors of Personal Data.
- **Impero BCR and references to BCR** means Impero's Binding Corporate Rules for the Processing of Personal Data, the most current version of which is available on

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this link: <https://www.imperosoftware.com/uk/policies-terms/>.

- **Services** means the services provided to Customer by Impero, as listed in the appropriate purchase order and Impero Service Agreement.
- **Sub-processor** means any Processor engaged by a member of Impero.
- **Supervisory Authority** means the ICO.
- **Data Protection Laws and Regulations** means to the extent applicable, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation as amended and updated from time to time, in the UK and then any successor legislation to the GDPR or the Data Protection Act 2018.
- **UK 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 (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and 2020 and its successor laws.

## 2. Scope and Application

The purpose of the Impero BCR is to govern international transfers of Personal Data to and between members of the Group entities, and to third-party Sub-processors (in accordance with written agreements with any such third-party Sub-processors) when acting as Processors and/or Sub-processors on behalf and under the documented instructions of Customers.

The Impero BCR applies to Personal Data submitted to the Services by:

- Customers established in the United Kingdom whose processing activities for the relevant data are governed by UK Data Protection Laws and Regulations; or
- Customers established outside the UK for which the customer has contractually specified that the UK Data Protection Laws and Regulations shall apply.

Impero may update the BCR with approval from the Data Protection Officer (DPO).

Impero's Data Protection Officer shall be responsible for keeping a fully updated list of the members of the Group and third-party Sub-processors and making appropriate

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notificationsto Customers and the ICO in its capacity as competent Supervisory Authority for Impero BCR. Impero shall not transfer Personal Data to a new member of the Group until such member is appropriately bound by and complies with Impero BCR.

Impero shall make the most current version of Impero BCR, including the members of the Group, available on its website, <https://www.imperosoftware.com/uk/policies-terms/>

Significant changes to the BCR and/or the list of members of the Group will be reported within a reasonable time to Customers and the ICO. When the changes to Impero BCR affect the processing conditions, Impero shall also inform the Customer in reasonable time.

The categories of Personal Data, the types of processing and its purposes, the types of Data Subjects affected and the identification of the recipients in the third countries are set out in Section 5 below.

It shall be the responsibility of a Customer to apply Impero BCR to:

- All Personal Data processed for processor activities and that are submitted to UK law; or
- All processing of Personal Data for processor activities within the Group whatever the origin of the data.

### **3. Responsibilities Towards Customers**

#### **3.1. General Obligations**

Impero and its employees shall comply with Impero BCR, process Personal Data only upon a Customer's documented instruction and shall have a duty to respect Customer's instructions regarding the data processing and the security and confidentiality of Personal Data, pursuant to the measures provided in the contracts executed with Customers.

Impero shall immediately inform the Customer if in its opinion an instruction infringes UK Data Protection Laws and Regulations.

#### **3.2. Transparency, Fairness, Lawfulness and Cooperation with Customers**

Impero undertakes to be transparent regarding its Personal Data processing activities and to provide Customers with reasonable cooperation and assistance within a reasonable period of time to help facilitate their respective data protection obligations regarding Personal Data, to the extent Customer, in its use of the Services, does not have the reasonable ability to address such obligations.

#### **3.2. Data Subject Rights**

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Members of the Group act as Processors on behalf of Customers. As between Impero and Customers, Customers have the primary responsibility for interacting with Data Subjects, and the role of Impero is generally limited to assisting Customers as needed.

### **3.3. Data Subject Requests**

Impero shall promptly notify Customer if Impero or any of the Group receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the processing, Impero assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Impero shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Impero's provision of such assistance.

### **3.4. Handling of Complaints**

The DPO shall be responsible for handling complaints related to compliance with the Impero BCR.

Data Subjects may lodge a complaint about processing of their respective Personal Data by contacting the relevant Customer or Impero's at [dpo@imperosoftware.com](mailto:dpo@imperosoftware.com). Impero shall without undue delay communicate the complaint to the Customer to whom the Personal Data relates without obligation to handle it (except if it has been agreed otherwise with Customer).

Customers shall be responsible for responding to all Data Subject complaints forwarded by Impero. Where Impero is aware of such a case, it undertakes to respond directly to Data Subjects' complaints within one (1) month, including the consequences of the complaint and further actions Data Subjects may take if they are unsatisfied by the reply (such as lodging a complaint before the ICO). Taking into account the complexity and number of requests, this period of one (1) month can be extended by two (2) further months in which case Impero will inform the Data Subjects accordingly.

## **4. Regulatory Inquiries and Complaints**

Impero shall, to the extent legally permitted, promptly notify a Customer if Impero receives an inquiry or complaint from the ICO in which that Customer is specifically

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named. Upon a Customer's request, Impero shall provide the Customer with cooperation and assistance in a reasonable period of time and to the extent reasonably possible in relation to any regulatory inquiry or complaint involving Impero's processing of Personal Data.

### **5. Data Protection Impact Assessments**

Upon Customer's request, Impero shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under UK Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Impero. Impero shall provide reasonable assistance to Customer in the cooperation or prior consultation with the ICO in the performance of its tasks relating to this section of the Impero BCR to the extent required under UK Data Protection Laws and Regulations.

### **6. Records of Processing Activities**

As required by UK Data Protection Laws and Regulations, Impero shall maintain a record of all categories of processing activities carried out on behalf of each Customer.

### **7. Description of Processing Operations and Transfers**

#### **7.1. Purpose Limitation**

Impero shall only process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) processing in accordance with a Customer's instructions set forth in the Customer's contract with a member of the Group including with regard to transfers of personal data to a third country (unless Impero is legally required to do so by UK Data Protection Laws and Regulations, in which case prior information will be provided by Impero to Customer unless such information is legally prohibited); and (ii) processing initiated by the Customer in its use of the Services. If Impero cannot comply with such purpose limitation, a member of Impero or the Group shall promptly notify the relevant Customer, and such Customer shall be entitled to suspend the transfer of Personal Data and/or terminate the applicable Order in respect to only those Services which cannot be provided by Impero or its Group in accordance with such Customer's instructions. On the termination of the provision of such Services, Impero and third-party Sub-processors shall, at the choice of the Customer, return the Personal Data to the Customer and/or delete the Personal Data as set forth in the applicable customer contract and upon request from Customer, Impero shall certify that it has done so. The only exception to this is if the law applicable to Impero, the Group and its third-party Sub-processors requires Impero, the Group and its third-party Sub-processors to retain the data that has been transferred in which case Impero will inform the Customer and warrant that it will guarantee the confidentiality of the Personal Data

transferred and will not actively process the Personal Data transferred anymore.

## **7.2. Nature of Personal Data Processed**

Impero BCR will apply to Personal Data submitted by Customers to the Services. Impero's Customers determine what Personal Data, if any, is submitted to the Services under the conditions set out in the contract.

Depending on the Service provided, the following types of Personal Data are most likely to be submitted to the Services:

- Name
- Date of birth
- Gender
- Sex
- Contact details (postal addresses, email addresses, telephone numbers)
- Photographs

Of the special category data defined by the GDPR (sensitive data), Impero's customers commonly require Impero to process:

- Personal data revealing racial or ethnic origin
- Data concerning health
- Data concerning a person's sex life
- Data concerning a person's sexual orientation

As organisations using Impero's software can upload any information they choose, Impero may also process the following categories of special category personal data:

- Personal data revealing political opinions
- Personal data showing religious or philosophical beliefs

These types of Personal Data relate to the following categories of data subjects:

- Employees or contact persons of Customer's prospects, customers, business partners and resellers;
- Employees, workers, students and freelancers of Customer;
- Customer's users authorised by Customer to use the Services;
- Information about individuals which the Customer has the appropriate rights to process their personal data, where Impero is a sub-processor.

Customers are able to submit sensitive personal data or special categories of Personal Data to some Services under the conditions set out in their individual product contract.

### **7.3. Affected Data Subjects**

Impero does not choose or determine the categories of Data Subjects that relate to the Personal Data submitted to the Services. Impero's Customers solely determine the Data Subjects whose Personal Data is submitted to the Services.

### **7.4. Countries of location of Impero Group Affiliate Sub-processors**

The countries where Impero affiliate Sub-processors of Personal Data are located are listed in the Infrastructure and Sub-processor documentation for each Service covered by Impero BCR, available at <https://www.imperosoftware.com/uk/policies-terms/>.

## **8. Data Quality**

Customers have access to, and control of, Personal Data in their use of the Services. To the extent a Customer, in its use of the Services, does not have the ability to anonymize, correct, amend, update or delete Personal Data, as required by UK Data Protection Laws and Regulations, Impero shall comply with any request by a Customer in a reasonable period of time and to the extent reasonably possible to facilitate such actions by executing any measures necessary to comply with the law, in a reasonable period of time and to the extent reasonably possible to the extent Impero is legally permitted to do so. Impero will, to the extent reasonably required for this purpose, inform each member of the Group to whom the Personal Data may be stored of any anonymisation, rectification, amendment, update or deletion of such data. If any such anonymisation, correction, amendment, update or deletion request is applicable to a third-party Sub-processor's processing of Personal Data, Impero shall communicate such request to the applicable third-party Sub-processor(s).

## **9. Sub-processing**

### **9.1. Sub-processing Within Impero Group**

As set forth in applicable contracts with Customers, members of the Impero Group may be retained as Sub-processors of Personal Data, and depending on the location of the Group member, processing of Personal Data by such Sub-processors may involve transfers of Personal Data. Impero BCR extends to all members of the Group. Impero BCR is incorporated by reference into the Impero Service Agreement, if applicable.

### **9.2. Sub-processing by Third Parties**

As set forth in applicable contracts with Customers, members of the Impero Group may contract with third-party Sub-processors, and depending on the location of the third-party Sub-processor, processing of Personal Data by such Sub-processors may involve

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transfers of Personal Data. Such third-party Sub-processors shall process Personal Data only: (i) in accordance with the Customer's instructions set forth in the Customer's contract with a member of the Group; or (ii) if processing is initiated by the Customer in its use of the Services. The current list of third-party Sub-processors engaged in processing Personal Data, including a description of their processing activities, is available on the following link <https://www.imperosoftware.com/uk/policies-terms/>. Such third-party Sub-processors have entered into written agreements with a member of the Group in accordance with the applicable requirements of the Data Protection Laws and Regulations, as well as the relevant sections of Impero BCR as applicable to the third-party Sub-processor's processing activities.

### **9.3. Notification of New Sub-processors and Objection Rights**

Refer to Impero's Data Protection Addendum for further information.

## **10. Confidentiality and Security Measures**

### **10.1. Confidentiality and Training**

Impero shall ensure that its personnel engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have executed written confidentiality agreements and have received appropriate training on their responsibilities. Additionally, Impero shall ensure that its personnel responsible for the development of the tools used to process Personal Data have received appropriate training on their responsibilities. Impero shall also ensure that its personnel engaged in the processing of Personal Data are limited to those personnel who require such access to perform Impero's obligations under applicable contracts with Customers.

## **11. Data Security**

Impero shall maintain appropriate administrative, technical and physical measures for protection of the security (including protection against unauthorised or unlawful processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in applicable contracts with Customers. Impero shall implement technical and organisational measures which meet the requirements of UK Data Protection Laws and Regulations, and any existing particular measure specified in the contract with the Customer.



## **12. Personal Data Incident Management and Notification**

In the event a member of the Group becomes aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, transmitted, stored or otherwise processed by Impero its Sub-processors (a “Personal Data Incident”) Impero will without undue delay after becoming aware notify affected Customers. Impero shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Impero deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Impero’s reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer’s users.

## **13. Audits**

Impero shall maintain an audit program to help ensure compliance with Impero BCR, including the following third-party audits and certifications, internal verification and audits by Customers. The audit program covers all aspects of Impero BCR, including methods for ensuring non-compliance is addressed.

### **13.1. Third-Party Audits and Certifications**

The following third-party certifications can be made available to Customers upon request.

- **ISO 27001 certification:** Impero is subject to an information security management system (ISMS) in accordance with the ISO 27001 international standard. Impero has achieved ISO 27001 certification for their ISMS from an independent third party.

### **13.2. Network of Privacy Personnel and Internal Verification**

Impero has appointed a DPO responsible for overseeing and ensuring compliance with Impero’s data protection responsibilities at a local and global level, including compliance with the Impero BCR, advising management on data protection matters, Impero has appointed a network of privacy personnel responsible for overseeing and ensuring compliance with Impero’s data protection responsibilities at a local and global level, including compliance with this Impero BCR, advising management on data protection matters, liaising with data protection authorities, and handling data protection-related complaints.

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## **14. Third-Party Beneficiary Rights**

### **14.1. Rights directly enforceable against Impero**

Data Subjects may directly enforce the following elements of Impero BCR against Impero as third party beneficiaries:

- 14.1.1. Duty to respect the instructions from the Customer acting as Controller regarding the Data Processing including for data transfers to third countries located outside the United Kingdom;
- 14.1.2. Duty to implement appropriate technical and organisational security measures and duty to notify any security breach to the Customer acting as Controller;
- 14.1.3. Duty to respect the conditions when engaging a Sub-processor either within or outside the Group;
- 14.1.4. Duty to cooperate with and assist the Customer acting as Controller in complying and demonstrating compliance with the law such as for answering requests from Data Subjects in relation to their rights;
- 14.1.5. Provide an easy access to Impero BCR;
- 14.1.6. Right to complain through internal complaint mechanisms;
- 14.1.7. Duty to cooperate with the ICO;
- 14.1.8. Liability, compensation and jurisdiction provisions; and
- 14.1.9. National legislation preventing respect of Impero BCR.

### **14.2. Rights enforceable against Impero where the Data Subject is not able to bring a claim against the Customer acting as Controller**

Data Subjects may directly enforce against Impero the following elements of Impero BCR as third-party beneficiaries in those limited situations where a Data Subject is unable to bring a claim against the relevant Customer because such Customer has factually disappeared or ceased to exist in law or become insolvent unless a successor entity has been appointed to assume the legal obligations of the Customer by contract or by operation of law:

- 14.2.1. Duty to respect Impero BCR;
- 14.2.2. Creation of third party beneficiary rights for Data Subjects;
- 14.2.3. Liability of Impero for paying compensation and to remedy breaches to Impero BCR;
- 14.2.4. Burden of proof on Impero to demonstrate that the member of the Group outside of the UK or the external Sub-processor is not liable for any violation of the rules which has resulted in the Data Subject claiming damages;
- 14.2.5. Easy access for the Data Subjects to access Impero BCR and in particular information about their third party beneficiary rights and on the means to

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- exercise those rights;
- 14.2.6. Existence of a complaint handling process for Impero BCR;
- 14.2.7. Duty for Impero to cooperate with the ICO;
- 14.2.8. Duty for Impero to cooperate with the Controller;
- 14.2.9. Description of the privacy principles;
- 14.2.10. List of entities bound by Impero BCR; and
- 14.2.11. Transparency requirement where national legislation prevents Impero from complying with Impero BCR.

## **15. Modalities**

The Data Subjects' rights as mentioned under sections 13 and 14 above shall cover the judicial remedies for any breach of the third-party beneficiary rights guaranteed and the right to obtain redress and where appropriate, receive compensation for any damage.

In particular, Data Subjects shall be entitled to lodge a complaint before the ICO and the competent courts.

Impero BCR are made available to Data Subjects on the following link: <https://www.imperosoftware.com/uk/policies-terms/>.

## **16. Cooperation with the ICO**

Impero shall cooperate with the ICO, reply to any requests they make within a reasonable time frame and abide by the advice and recommendations of the ICO regarding the interpretation and application of Impero BCR.

Upon request and subject to duties of confidentiality, Impero shall provide the ICO: (i) documentation reasonably requested; and (ii) the ability to conduct an onsite audit of Impero's architecture, systems and procedures relevant to the protection of Personal Data.

## **17. Local Law Requirements**

As set forth in applicable contracts with Customers, Impero shall comply with applicable law in its processing of Personal Data. Where applicable law requires a higher level of protection for Personal Data than provided for in Impero BCR, the local applicable law shall take precedence.

In accordance with applicable contracts with Customers, Impero shall communicate any legally binding request for disclosure of Personal Data by a law enforcement authority or state security body to the impacted Customer unless Impero is prohibited by law from providing such notification.

To the extent Impero is prohibited by law from providing such notification, Impero shall: (i)

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review each request on a case-by-case basis; (ii) use best efforts to request that the confidentiality requirement be waived to enable Impero to notify the ICO in its capacity as competent Supervisory Authority for Impero BCR; and (iii) maintain evidence of any such attempt to have a confidentiality requirement waived.

Transfers of Personal Data by Impero to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

**18. Data Protection Officer**

Impero has appointed a DPO in accordance with its legal obligation for Impero Group who can be reached at [dpo@imperosoftware.com](mailto:dpo@imperosoftware.com)

**19. Impero BCR and Applicable Law**

Where national law applicable to Impero Group requires a higher level of protection for Personal Data than what is set out in Impero BCR, then that national applicable law will take precedence over Impero BCR.

In any event Impero Group shall process Personal Data in accordance with the national law applicable to Impero Group.

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