

### **Data Processing Addendum**

This Data Processing Addendum (the “**Addendum**”) forms part of the agreement for the purchase of professional services, including tax and rates services, whether governed by a Master Services Agreement, Engagement Letter, or other written or electronic agreement between Customer and Altus Group (the “**Services Agreement**”). Customer and Altus Group shall together be referred to as the “**Parties**”.

#### **Customer Instructions**

1. Customer should complete the information in the signature box and sign where appropriate. The signing party must be the same Customer entity that signed the Services Agreement.
2. Please must send the signed and completed Addendum to [GDPR-DPA@altusgroup.com](mailto:GDPR-DPA@altusgroup.com), with the appropriate customer contact details in the email.

## 1. KEY TERMS

<b>Processing Activities</b>	<p>This summary sets out the details of the processing of Customer Personal Data pursuant to this Addendum.</p> <p><b>Subject Matter and Duration</b></p> <p>Customer Personal Data will be processed in order to allow Altus Group to provide the Services. The processing shall take place for the duration of the Services Agreement, unless otherwise directed by the Customer.</p> <p><b>Nature and Purpose</b></p> <p>Altus Group and its Affiliates will use the Customer Personal Data to provide the Services which have been contracted by the Parties under the Services Agreement. In particular, such Personal Data will be used to provide access to the Services, to communicate with Customer and its employees, agents, or customers, and to provide the hosting, support, and professional services to Customer.</p> <p><b>Categories of Data Subjects</b></p> <p>Customer Personal Data relates to the following categories of data subjects:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> applicants</li><li><input type="checkbox"/> employees</li><li><input type="checkbox"/> contractors and agency staff</li><li><input type="checkbox"/> clients (B2C)</li><li><input checked="" type="checkbox"/> customers, tenants and contacts (B2B – business contact details only)</li><li><input checked="" type="checkbox"/> online registered users</li><li><input type="checkbox"/> members of the public</li><li><input type="checkbox"/> [other, please insert]</li></ul> <p><b>Types of Personal Data</b></p> <p>Customer Personal Data comprises the following categories of data:</p> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Names</li><li><input checked="" type="checkbox"/> Addresses</li><li><input checked="" type="checkbox"/> Dates of birth</li><li><input checked="" type="checkbox"/> Telephone numbers</li><li><input checked="" type="checkbox"/> Emails</li><li><input checked="" type="checkbox"/> Proof of identification (e.g. driver’s license, passport information, utility bills)</li><li><input checked="" type="checkbox"/> IP addresses and other similar technical information required to provide the applicable products and services</li></ul>
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## 2. DEFINITIONS

2.1 **Affiliate** means any corporation, partnership, joint venture, or other entity that controls (whether directly or indirectly), is controlled by, or is under common control with a Party. For purposes of this Addendum, Control means more than fifty percent (50%) of the aggregate stock

or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity.

- 2.2 **Altus Group** means the applicable legal entity that entered into the Services Agreement with Customer, namely one of the following entities: Altus Group (UK) Limited, Altus UK LLP, or CVS (Commercial Valuers & Surveyors) Limited.
- 2.3 **Customer** means the entity which signs this Addendum as the Customer.
- 2.4 **Customer Personal Data** means personal data processed by Altus Group on behalf of the Customer for the purposes of supplying the Services pursuant to the Services Agreement and as further described in the Key Terms;
- 2.5 **Data Protection Legislation** means the Data Protection Act 1998, Directive 95/46/EC and the General Data Protection Regulation 2016/679 (the “**GDPR**”) all as amended, replaced or superseded from time to time;
- 2.6 **Key Terms** means clause 1 of this Addendum;
- 2.7 **Related Persons** means Altus Group’s employees, directors, officers, agents, subcontractors and licensors; and
- 2.8 The terms “**data controller**”, “**data processor**”, “**data subject**”, “**personal data**” and “**processing**” shall have the meanings given in the Data Protection Legislation.
- 2.9 **Services** means the real estate consulting and advisory services, including property tax consulting services, agency services, lease consultancy services, and valuation services, or other products and services Altus Group provides to Customer in accordance with the Services Agreement, including any subscription or software products Altus Group makes available to Customer under the Services Agreement.

### 3. AGREED TERMS

- 3.1 The parties acknowledge that the Customer is the data controller and that Altus Group is a data processor of Customer Personal Data.
- 3.2 The Customer confirms that it has complied, and will continue to comply, with its obligations under the Data Protection Legislation in obtaining and processing Customer Personal Data, in particular that it has fairly and lawfully obtained the Customer Personal Data so as to enable Altus Group to provide the Services.
- 3.3 Altus Group and the Related Persons are authorised to process Customer Personal Data to provide the Services and shall:
  - 3.3.1 process Customer Personal Data only in accordance with the Customer's instructions as are set out in this Addendum, as required to make available the Services or as provided in writing by the Customer from time to time (subject to Altus Group’s right to charge additional sums at its current rates should the scope of the agreed Services be exceeded). Notwithstanding the foregoing, Altus Group may process Customer Personal Data as required under applicable law;
  - 3.3.2 implement appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data. Should the Customer require Altus Group to apply or adapt security measures greater than those specified in the Services Agreement then Altus Group reserves the right to charge for doing so.
  - 3.3.3 at the Customer’s request and cost, taking into account the nature of the

- processing, assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, to assist with the Customer's obligation to respond to requests from data subjects of Customer Personal Data seeking to exercise their rights under Data Protection Legislation (to the extent that the Customer Personal Data is not accessible to the Customer through the Services);
- 3.3.4 at the Customer's request and cost, taking into account the nature of processing and the information available to Altus Group, assist the Customer with its obligations under Articles 32 to 36 of the GDPR;
  - 3.3.5 ensure that personnel required to access the Customer Personal Data are subject to a binding obligation of confidentiality in respect of such personal data
  - 3.3.6 at the Customer's cost, allow the Customer, on prior written notice, to conduct audits during business hours, throughout the term of the Services Agreement, which will include providing access to the premises, resources and personnel of Altus Group used in connection with the provision of the Services, and provide reasonable assistance in order to assist the Customer in exercising its audit rights under this clause 3.3.6 for the purpose of demonstrating compliance with Article 28(3)(h) of the GDPR; and
  - 3.3.7 upon request by the Customer and at Customer's sole cost, use commercially reasonable efforts to delete or return to the Customer any such Customer Personal Data after the end of the provision of the Services, unless applicable law requires longer storage of the Customer Personal Data.
- 3.4 The Customer agrees that Altus Group may transfer Customer Personal Data or give access to Customer Personal Data to its Affiliates, subcontractors, consultants as sub-processors for the purposes of providing the Services, provided that Altus Group complies with the provisions of this Clause 3.4. Altus Group shall remain responsible for its sub-processor's compliance with the obligations of this Addendum. A list of Altus Group Affiliates and approved sub-processors as of the date of this Addendum is available at [www.altusgroup.com/GDPR/subprocessors](http://www.altusgroup.com/GDPR/subprocessors), which shall be updated from time to time. Notwithstanding anything to the contrary in the Services Agreement, Customer expressly agrees that Altus Group can at any time and without justification appoint a new sub-processor provided that the Customer is given ten (10) days' prior notice and the Customer does not legitimately object to such changes within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a sub-processor's non-compliance with applicable Data Protection Legislation. If, in Altus Group's reasonable opinion, such objections are legitimate, Altus Group shall refrain from using such sub-processor in the context of the processing of Customer Personal Data. In such cases, Altus Group may use reasonable efforts to make available to the Customer a change in the Services to avoid the processing of Customer Personal Data by the objected-to sub-processor. If Altus Group is unable to make available such change within a reasonable period of time, which shall not exceed ninety (90) days, the Customer may, by providing written notice to Altus Group, terminate its use of the Services which cannot be provided by Altus Group without the use of the objected-to sub-processor by providing written notice to Altus Group.
- 3.5 Altus Group shall notify the Customer immediately if it considers that an instruction from the Customer is in breach of Data Protection Legislation, and Altus Group shall be entitled but not obliged to suspend execution of the instructions concerned, until the Customer confirms such instructions in writing.
- 3.6 Altus Group and the Customer agree that transfers to Altus Group's corporate parent, Altus Group Limited with headquarters in in Toronto, CA, shall comply with EU data transfer adequacy requirements and therefore no standard contractual clauses or additional transfer mechanisms are required to legally transfer any personal data to Altus Group Limited.

**4. MISCELLANEOUS**

In the event of any conflict or inconsistency between the provisions of the Services Agreement and the provisions contained in this Addendum, this Addendum shall prevail. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Services Agreement shall remain in full force and effect and govern this Addendum.

Altus Group’s obligations under this Addendum are given for the benefit of each Customer Affiliate. It is intended that a Customer Affiliate may enforce the benefits conferred on it under this Addendum in accordance with the terms of the Contracts (Rights of Third Parties) Act 1999. Except as set out in this Addendum, a person who is not a party to this Addendum may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding this, any rights sought to be exercised, or remedies sought, pursuant to this Addendum by any Customer Affiliates shall solely be so exercised, or brought, by the Customer.

Limitation of Liability. The liability of each Party and its Affiliates, in aggregate, arising or related to this Addendum, shall in no event exceed the aggregate limitation of liability or other liability caps set forth in the Services Agreement, regardless of theory of liability, including but not limited to in contract, tort, warranty or any other theory, provided that if no such limitation of liability or other liability cap is set forth in the Service Agreement, then the Altus Group’s liability with respect to this Addendum shall not exceed £1,000 GBP. Altus Group and its Affiliates shall not be liable to any Customer Affiliate.

All capitalized terms not defined herein shall have the meaning set forth in the Services Agreement. The Parties’ respective authorized signatories have duly executed this Addendum. Notwithstanding the other signatures contained in this Addendum belonging to Altus Group Affiliates, this Addendum is entered into by and between the Customer and the Altus Group Affiliate that Customer has contracted with in the Services Agreement and no other Altus Group Affiliate is a party to this Addendum.

**SIGNED BY:**

**CUSTOMER:**

Signature: .....

Customer Legal Name: .....

Signatory Name: .....

Title: .....

Date: .....

**Altus Group (UK) Limited:**

Signature: Liana Turrin  
Liana Turrin (May 25, 2018) .....

Name: **Liana Turrin** .....

Title: **Director** .....

Date: **May 25, 2018** .....

**Altus UK LLP**

Signature: Liana Turrin  
Liana Turrin (May 25, 2018).....

Name: Liana Turrin.....

Title: Director.....

Date: May 25, 2018.....

**CVS (Commercial Valuers & Surveyors) Limited**

Signature: Liana Turrin  
Liana Turrin (May 25, 2018).....

Name: Liana Turrin.....

Title: Director.....

Date: May 25, 2018.....