

**INFORMATION PRIVACY EXHIBIT  
for CUBE Services**

This Information Privacy Exhibit (the “**Exhibit**”) is incorporated into the agreement for certain CUBE services (the “**Agreement**”) between the CUBE entity identified in the Order Form (“**CUBE**”) and the Customer identified in the Order Form. This Exhibit sets forth the obligations of both parties during the Term of any Order Form regarding each party’s information privacy obligations. In the event of a conflict between this Exhibit and the Agreement, the terms and conditions of this Exhibit will apply.

**1. Definitions.**

The following definitions apply to this Exhibit:

- 1.1. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing, Sub-Processor and appropriate technical and organisational measures:** shall each have the meanings as defined in the Data Protection Requirements.
- 1.2. **Data Protection Requirements:** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- 1.3. **European Economic Area:** means the European Economic Area.
- 1.4. **Office Holder:** means an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer appointed over all or any substantial part of the assets of the Customer.
- 1.5. **Standard Contract Clauses:** means the European Commission’s Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Agreement to Commission Decision 2010/87/EU.
- 1.6. **UK Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the 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 from time to time, including, where applicable, the mandatory guidance and codes of practice issued by the United Kingdom’s Information Commissioner’s Office.
- 1.7. **UK GDPR:** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (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.

**2. Information Privacy**

- 2.1. In the event that CUBE processes any Personal Data on the Customer’s behalf under or in connection with the Agreement, CUBE shall:
  - 2.1.1. act and process Personal Data only on documented instructions from the Customer or the Office Holder as data controller or controller (as applicable); (and shall immediately inform the Customer or Office Holder, if in its opinion, an instruction infringes applicable law);
  - 2.1.2. implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, any Personal Data including as appropriate pseudonymisation and encryption of Personal Data, the ability to ensure the ongoing confidentiality (including ensuring that any employees or sub-processors are subject to an appropriate statutory obligation of confidentiality) integrity, availability and resilience of processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident and/or a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
  - 2.1.3. notify the Customer without undue delay and not later than twenty-four (24) hours after having become aware of any actual or suspected Personal Data breach;
  - 2.1.4. not transfer any Personal Data from the EU to outside the EEA unless there are appropriate safeguards in place (for example an adequacy decision, or the Standard Contract Clauses), without and only to the extent of any express written consent of the Customer and, where such consent is given, (unless required to do so by applicable law, in such case CUBE shall inform the Customer, unless that law prohibits CUBE from doing so on important grounds of public interest), CUBE shall comply with the terms of clause 2.2 of this Exhibit;
  - 2.1.5. ensure that persons authorised to process Personal Data have committed themselves to confidentiality; and

- 2.1.6. assist the Customer in complying with its obligations under the Data Protection Requirements, including without limitation making available to the Customer all information necessary to demonstrate compliance with the Data Protection Requirements and allowing for and contributing to audits and inspections conducted by the Customer or its representatives on reasonable notice and at reasonable intervals.
- 2.2. In respect of any transfer of Personal Data from the EU to outside the EEA on the Customer's behalf under or in connection with this Agreement and in respect of which Customer has given express written consent pursuant to this clause 2.2 of this Exhibit (other than in respect of any such transfer to a country which the European Commission has determined provides adequate protection), CUBE shall and, where applicable shall procure that its data processors shall, prior to any such transfer, execute with the Customer the EU's model contract for exporting Personal Data to a data processor located outside the EU, as such model contract is from time to time amended and updated.
- 2.3. Each party warrants, as it relates to Personal Data hereunder, it will not take any act or make any omission which puts the other party in breach of its obligations under the Data Protection Requirements.
- 2.4. The Customer shall ensure that:
  - 2.4.1. the Customer is entitled to transfer the Personal Data it transfers to CUBE so that CUBE and its subcontractors (including any Hosting Provider or Approved Subcontractor if/as identified in the Agreement) may lawfully use, process and transfer the Personal Data in accordance with the Agreement; and
  - 2.4.2. the relevant third parties (including Authorised Users) have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable Data Protection Requirements.
- 2.5. Where subcontractors have access to Personal Data processed by CUBE on behalf of the Customer, CUBE shall obtain prior written authorisation from the Customer for the use of such subcontractors and CUBE shall impose substantially the same data protection obligations on such subcontractors as set out in the Agreement and in accordance with the Data Protection Requirements. Such prior written authorisation may be by means of identifying use of a Hosting Provider or other subcontractor in the Agreement.
- 2.6. For the purposes of this Exhibit:
  - 2.6.1. the processing undertaken by CUBE related to the processing of the Customer's Personal Data only to be undertaken as required in order to fulfil the Services and comply with its obligations under this Agreement;
  - 2.6.2. the types of personal data shall be any information contained in communications made using the Services by the Customer;
  - 2.6.3. the categories of data subjects will include any individual and/or data subject who sends or receives communications or is the subject-matter of communications made using the Service; and
  - 2.6.4. the duration of the processing undertaken shall be for the duration of the Agreement.