

Data Processing Addendum

1 THIS ADDENDUM

- 1.1 This Data Processing Addendum (including its Schedules) (**DPA**) forms part of the Agreement between Codestone and Client and reflects the Parties' agreement relating to the processing of Protected Data. By entering into the Agreement, Client enters into this DPA.
- 1.2 Notwithstanding anything to the contrary in the Agreement, the Parties agree that this DPA:
- 1.2.1 shall survive termination (for any reason) or expiry of the Agreement;
 - 1.2.2 prevails over the other terms of the Agreement (except for the Special Terms which prevail over this DPA) to the extent of any inconsistency; and
 - 1.2.3 (without prejudice to paragraph 3.5) supersedes all prior and contemporaneous data processing agreements or data processing terms in any agreements, proposals or representations, written or oral, concerning the processing of Protected Data.
- 1.3 Capitalised terms used in this DPA which are not defined in this DPA shall have the meaning given to them in the Master Terms and, except where the context makes it clear that a rule is not intended to apply, the rules of interpretation in the Master Terms apply to this DPA.
- 1.4 Where the Agreement involves the processing of Protected Data of individuals that are subject to data protection legislation other than the Applicable Data Protection Laws (**Additional Legal Requirements**), the Client is responsible for making Codestone aware of such Additional Legal Requirements before entering into the Agreement and agrees that Codestone shall not be obliged to comply with, or be liable to the Client for failure to comply with, any Additional Legal Requirements (including those relating to International Transfers) unless those requirements are expressly set out in writing and agreed by an authorised representative of Codestone prior to entry into the Agreement.

2 DEFINITIONS AND INTERPRETATION

- 2.1 For the purposes of this DPA:

EEA means the European Economic Area.

Personal Data Breach means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.

Supervisory Authority means any regulator, authority or body responsible for administering Applicable Data Protection Laws.

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Transfer shall have the same meaning as the word 'transfer' in Article 44 of UK GDPR or, where applicable, Article 44 of the EU GDPR and related terms such as **Transferred** and **Transferring** shall be construed accordingly.

Usage Data means anonymised and aggregated data that is created by Codestone (or any of its Sub-Processors) from the collection, storage and analysis of data (which may constitute Personal Data) relating to the Client's (or its Users, as the case may be) use of the Services and/or the Client Solution (including the Codestone Software).

UK means the United Kingdom of Great Britain and Northern Ireland.

3 **ROLE OF THE PARTIES**

- 3.1 The Parties acknowledge that for the purposes of Applicable Data Protection Laws the Client is the Controller and Codestone is a Processor in respect of the Protected Data. Codestone (or, as applicable, its Sub-Processors) shall at all times be the Controller of the Usage Data and the Client consents (and shall procure all required consents, from relevant Data Subjects) to the processing of Usage Data by Codestone in accordance with the terms of this DPA and agrees to provide a link to Codestone's Privacy Notice to all relevant Data Subjects whose Personal Data forms part of (or may form part of) the Usage Data.
- 3.2 The Client agrees to limit the extent to which Codestone (and its Sub-Processors) are (a) provided with access to or the ability to view; or (b) otherwise required to process Personal Data as a consequence of the Agreement to only what is reasonably necessary in order for Codestone to properly perform its obligations pursuant to the Agreement.
- 3.3 Client acknowledges and agrees that Codestone (and/or its Sub-Processors) may process Protected Data (in an anonymised and aggregated form) (**Aggregated Data**) and Usage Data for Codestone's (and/or its Sub-Processors') legitimate business purposes, including for testing, development, control and operation of the Services, the Deliverables and the Client Solution (or any part of it) and for data analytics and statistical reporting and Codestone (and/or its Sub-Processors) may share and retain any such data in their discretion. Aggregated Data shall, if it constitutes Personal Data and when processed for the purposes set out in this paragraph 3.3, be treated for the purposes of paragraphs 3.1 and 4.2 as Usage Data.
- 3.4 The Parties acknowledge and confirm that each Party is responsible for the processing of Personal Data for its own purposes in the context of the Services, Codestone Software, Client Solution and the performance of the Agreement.
- 3.5 If the Agreement provides for the use by the Client of Vendor Products then the Client acknowledges and agrees that separate data processing terms shall apply between Client and the relevant Vendor in relation to the processing of Personal Data in and by those Vendor Products and that the Vendor, and not Codestone, shall be responsible for any processing of Personal Data relating to those Vendor Products.

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4 **COMPLIANCE WITH APPLICABLE DATA PROTECTION LAWS BY CLIENT**

4.1 The Client agrees it will comply with all applicable requirements of Applicable Data Protection Laws in respect of its receipt and use of the Services, Codestone Software and Client Solution and its performance of the Agreement. This DPA is in addition to, and does not relieve, remove or replace, Client's obligations under Applicable Data Protection Laws.

4.2 Without prejudice to paragraph 4.1, the Client shall:

4.2.1 ensure that it has all necessary and appropriate consents and notices in place, for the duration and purposes of the Agreement, to enable the lawful transfer to, and the lawful collection, creation and processing by, Codestone (and its Sub-Processors) of the Protected Data and Usage Data by Codestone;

4.2.2 have sole responsibility for the accuracy, quality and legality of the Protected Data and the means by which the Client acquires (or has acquired) and processes the Protected Data; and

4.2.3 ensure that all instructions given by it to Codestone (or any Sub-Processor) in respect of the Protected Data (including the terms of the Agreement and the Client's configuration of the Services, Codestone Software and Client Solution) are at all times in accordance with Applicable Data Protection Laws.

4.3 The Client shall not unreasonably withhold, delay or condition its agreement to any change to the Services, Codestone Software, Client Solution and/or the Agreement requested by Codestone in order to ensure they and Codestone (and its Sub-Processors) comply/can comply with the Applicable Data Protection Laws.

5 **PROCESSING OF PROTECTED DATA BY CODESTONE**

5.1 Codestone shall, in relation to any Protected Data processed by it in connection with the performance by Codestone of its obligations under the Agreement:

5.1.1 ensure that any personnel engaged and authorised by Codestone to process Protected Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;

5.1.2 to the extent legally required and permitted and to the extent Codestone has been able to identify that the request comes from a Data Subject whose Personal Data forms part of the Protected Data, promptly notify the Client if Codestone receives a request from a Data Subject in relation to the exercise of any Data Subject right (**Data Subject Request**). Codestone will confirm to the Data Subject that it has passed the request to the Client, but Codestone will not be responsible for handling or executing the Data Subject Request;



5.1.3 upon the Client's written request, subject to Client providing a reasonable timescale for Codestone to comply and at the Client's cost, assist the Client insofar as this is possible (taking into account the nature of the processing and the information available to Codestone), in fulfilling its obligations:

- (a) to respond to a request from a Data Subject whose Personal Data is Protected Data; and
- (b) under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities,

but only to the extent the Client does not otherwise have access to the relevant information, and to the extent such information is available to Codestone;

5.1.4 provide reasonable assistance to the Client insofar as this is reasonably possible (taking into account the nature of the processing and the information available to Codestone), and at the Client's cost and only on the Client's written request, in responding to any request from a Data Subject and in ensuring the Client's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities;

5.1.5 at the written direction of the Client (and at the cost of the Client), delete / dispose of or return (which may be by making the Protected Data available for the Client to export) Protected Data once Codestone ceases to provide the Services or Codestone Software (**Processing End Date**) unless Codestone is required by Applicable Law to continue to process that Protected Data. For the purposes of this paragraph 5.1.5 Protected Data shall be considered deleted where it (and all copies of it) is put beyond further use by Codestone. To the extent the Client has not notified Codestone within 5 Working Days of the Processing End Date that it requires the return of any Protected Data, Codestone is irrevocably authorised by the Client to securely delete / dispose of the Protected Data at the Client's cost.

5.2 Neither Codestone nor any Sub-Processor is obliged to undertake any unlawful Transfer or processing of Protected Data and shall not be liable to the extent that it (or any Sub-Processor) is delayed in or fails to perform any obligation under the Agreement due to it (or any Sub-Processor) being unable (or reasonably believing it is unable) to undertake any Transfer or processing in a lawful manner. The Price payable to Codestone pursuant to the Agreement shall not be discounted or set-off as a result of any delay or non-performance of any obligation in accordance with this paragraph 5.2.

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6 PROCESSING INSTRUCTIONS

- 6.1 Codestone shall process Protected Data only on, and in accordance with, the documented instructions of the Client unless Codestone is required by Applicable Law to process Protected Data otherwise than in accordance with the Client's documented instructions. Where Codestone is relying on Applicable Laws as the basis for processing Protected Data, Codestone shall notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Codestone from notifying the Client on important grounds of public interest.
- 6.2 Schedule 1 to this DPA sets out the Client's documented instruction in respect of Codestone's processing of Protected Data and includes the subject matter, nature and purpose of processing of Protected Data by Codestone for the purposes of the Agreement, the duration of the processing and the types of Personal Data and categories of Data Subject. These processing instructions are the Client's complete documented instructions to Codestone for the processing of Protected Data as at the date of the Agreement, however:
- 6.2.1 the Client's configuration of the Services, Codestone Software and Client Solution from time to time shall constitute an additional instruction to Codestone documented through applicable logs; and
- 6.2.2 those instructions may be amended in relation to particular SOWs by the Parties including alternative instructions within those SOWs or otherwise amended by the agreement in writing of the Parties from time to time).
- 6.3 Codestone shall inform the Client, without undue delay, if Codestone becomes aware of a documented instruction given by the Client under this paragraph 6 that, in Codestone's opinion, infringes (or is likely to infringe) Applicable Data Protection Laws and Codestone shall be entitled to cease to carry out its impacted obligations under the Agreement until the Parties have agreed appropriate amended instructions which are not infringing. The Price payable to Codestone pursuant to the Agreement shall not be discounted or set-off as a result of any delay or non-performance of any obligation as a result of a suspension pursuant to this paragraph 6.3.

7 TECHNICAL AND ORGANISATION MEASURES

- 7.1 Codestone shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Protected Data and against accidental loss or destruction of, or damage to, Protected Data.
- 7.2 During the period in which Codestone processes any Protected Data, the Client shall undertake a documented assessment at least every 12 months of whether the security measures implemented in accordance with this paragraph 7 are sufficient (taking into account the state of technical development and the nature of processing) to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.



The Client shall notify Codestone within 10 Working Days of full details of the assessment and its outcome and of any additional measures the Client reasonable believes are required as a result of the assessment. Codestone shall not be obliged to implement any further or alternative security measures except as agreed as a binding variation of the Agreement and may only agree to implement such further or alternative security measures at the Client's cost (which may result in a change to the Price).

8 PERSONAL DATA BREACH

- 8.1 Codestone shall notify the Client by any method it deems appropriate (which may be via email or phone call to any representative of the Client) and without undue delay on becoming aware of a Personal Data Breach.
- 8.2 Codestone shall make commercially reasonable efforts to identify the cause of a Personal Data Breach and take such steps as Codestone deems necessary and reasonable in order to remediate the cause of such Personal Data Breach, to the extent the remediation is within Codestone's reasonable control. The obligation on Codestone to remediate the cause of a Personal Data Breach shall not apply to Personal Data Breaches that are caused (in whole or in part and directly or indirectly) by Client or its personnel, agents, contractors or authorised users (**Client Breach**) and the Client shall be responsible for reimbursing Codestone for any costs and expenses it incurs as a result of a Client Breach.
- 8.3 Codestone shall not have any liability for a Personal Data Breach if the Personal Data Breach is caused by: (i) acts or omissions of Client, or any person acting on behalf of or jointly with Client (collectively, **Client Representatives**); (ii) any Client Representatives' instructions to Codestone; (iii) willful, deliberate or malicious conduct by a third party; or (iv) a Force Majeure.

9 AUDIT

- 9.1 Codestone shall make available to the Client, on request and on reasonable notice, such information as is in its possession and as is (in its opinion) reasonably necessary to demonstrate Codestone's compliance with the obligations of Processors under Applicable Data Protection Laws.
- 9.2 Codestone shall allow for audits, including inspections, by the Client or the Client's designated auditor (who must not be a competitor of Codestone) for the purpose of verifying its compliance with the obligations of Processors under Applicable Data Protection Laws as follows:
- 9.2.1 by Codestone providing, upon the Client's written request, at reasonable intervals and subject to the confidentiality obligations set forth in the Agreement, information regarding Codestone's processing activities in the form of a copy of Codestone's then most recent third-party audit or certification, as applicable, that Codestone makes available to its customers generally;

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9.2.2 to the extent required by Applicable Data Protection Laws, by Codestone allowing (as its option) the Client to perform a remote/virtual or on-site audit which shall be performed as follows:

- (a) an audit of systems and facilities operated by Codestone, carried out during Codestone's normal business hours with, so far as reasonably practicable, minimal disruption to Codestone's business and the business of other customers of Codestone;
- (b) the audit shall not exceed one (1) Working Day;
- (c) the Client will provide Codestone with at least three weeks' written notice prior to such audit;
- (d) before the commencement of any such audit, the Client and Codestone shall mutually agree upon the scope, cost and timing of the audit which must be limited to an audit of Codestone (and shall not extend to Sub-Processors, Vendors or other third parties) and its compliance with its data protection obligations under the Agreement (and shall not extend to auditing compliance by Vendors or compliance of Vendor Products);
- (e) the Client must ensure that all information obtained or generated by the Client or its auditor(s) is kept strictly confidential (save for disclosure to a Supervisory Authority or as otherwise required by Applicable Data Protection Laws);
- (f) the Client shall promptly notify Codestone of the audit results including any non-compliance with the terms of the Agreement or Applicable Data Protection Laws discovered during the course of the audit;
- (g) the Client may only carry out an audit once per year;
- (h) Codestone shall be permitted to withhold information from the Client and the scope of the audit (and to limit access to systems, information, documentation and facilities in order to do so) where it is commercially sensitive or confidential to Codestone or its other customers or outside of the scope of the audit; and
- (i) Codestone's contribution to the audit shall consist of Codestone's reasonable cooperation and making relevant employees of Codestone available to the Client.

9.3 Except as provided in paragraph 9.4, each of Codestone and the Client shall bear its own costs in connection with any audit or inspection unless agreed otherwise.

9.4 If the Client's audit or inspection requirements exceed what is required by Applicable Data Protection Laws and if Codestone agrees (in its absolute discretion) to comply with or support

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the Client in complying with such additional requirements then the Client shall be responsible for all costs and expenses incurred by Codestone (and/or its Sub-Processors) in doing so and Codestone shall be entitled to invoice the Client in respect of such amounts (either in advance or in arrears).

10 SUBCONTRACTORS AND INTERNATIONAL TRANSFERS

10.1 The Client acknowledges and agrees that Codestone will engage Sub-Processors in order to perform its obligations under the Agreement.

10.2 The Client hereby provides its prior, general authorisation for Codestone to:

10.2.1 appoint Sub-Processors to process the Protected Data, provided that Codestone:

- (a) shall ensure that the terms on which it appoints such Sub-Processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Codestone in this DPA. Upon Client's written request, Codestone shall make a summary of Sub-Processor data protection terms available to Client (redacted, if necessary, to protect any confidential information);
- (b) shall remain responsible for the acts and omission of any such Sub-Processor as if they were the acts and omissions of Codestone; and
- (c) shall inform the Client of any intended changes concerning the addition or replacement of Sub-Processors (**SP Change**), thereby giving the Client the opportunity to object to such SP Change, provided that:
 - (i) the Client must raise an objection to an SP Change promptly and in writing (**SP Change Notice**) following Codestone's notification of the intended SP Change (and the Client acknowledges that Codestone may provide notification of an SP Change by Codestone updating its list of Sub-Processors [here](#)) and in any event within 10 Working Days of such notification by Codestone;
 - (ii) Client may only object to an SP Change on the basis of Client's genuine and reasonable concern that the new or replacement Sub-Processor is not capable of providing the level of protection of Personal Data required by this DPA and in its SP Change Notice the Client must set out:
 - (A) The details of the objected to SP Change
 - (B) The reason for the objection to the SP Change
 - (C) The reasonable, lawful and proportionate corrective steps which it proposes Codestone could take to remedy the objection.

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If Client:

- (iii) does not validly object to an SP Change, Codestone may engage the new or replacement Sub-Processor to process Protected Data;
- (iv) does validly object to the SP Change, Codestone may choose to:
 - (A) use reasonable efforts to make available to the Client a change in the Services, Deliverables or Client Solution or recommend a commercially reasonable change to the Client's configuration or use of the Services to avoid processing of Protected Data in the manner envisaged by the SP Change without unreasonably burdening the Client, in which case Codestone shall be entitled to adjust the Price payable by the Client pursuant to the Agreement to reflect any increased costs or operational impact resulting from the change. If Codestone is unable to make available such change within a reasonable period of time, which it shall have up to sixty (60) days from the original SP Change notification by Codestone to make, Codestone may terminate the applicable SOW with respect only to those Services which cannot be provided by Codestone without the use of the objected-to new Sub-Processor, by providing written notice to Client and without any further liability to the Client;
 - (B) take the corrective steps set out in the SP Change Notice and use the Sub-Processor as intended; or
 - (C) make available to the Client materials evidencing the relevant proposed Sub-Processor's ability to provide the level of protection of Personal Data required by this DPA which the Client shall promptly and in good faith consider and the Client shall notify Codestone in writing within 5 Working Days of receipt of those materials if it still objects to the SP Change (in which case Codestone can exercise options (A) or (B) if it wishes) and the reasons why and if it doesn't do so the SP Change Notice shall be deemed withdrawn by the Client and Codestone shall continue to make the SP Change; and

- 10.2.2 Transfer and process Protected Data outside of the UK (and to the extent the EU GDPR applies, outside the EEA), provided that Codestone shall ensure that any Transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Client shall promptly comply with any reasonable request of Codestone, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

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- 10.3 A current list of Codestone's Sub-Processors can be found [here](#) but this list will be updated from time to time by Codestone and the Client is responsible for regularly checking for updates to this list. The Client shall also be responsible for providing appropriate contact details to Codestone through which it agrees to receive notices relating to this DPA from Codestone (but without any obligation on Codestone to provide notices in this way).
- 10.4 If the Client objects to an SP Change but such objection does not comply with the terms of this paragraph 10 (an **Invalid Objection**) Client shall indemnify Codestone for any losses, damages, costs (including legal fees) and expenses Codestone may suffer in dealing with and/or accommodating the Invalid Objection and Codestone shall be entitled to adjust the Price payable by the Client pursuant to the Agreement to reflect any increased costs or operational impact resulting from Codestone carrying out any actions pursuant to paragraph 10.2.1(c)(iv) as a result of the Invalid Objection.

11 AFFILIATES

- 11.1 For the purposes of this DPA:

Affiliate means any company which is a subsidiary of the Client or which is a holding company of the Client or a subsidiary of such holding company (as those expressions are defined in section 1159 of the Companies Act 2006), in each case from time to time.

Authorised Affiliate means any Affiliate which (i) is subject to Applicable Data Protection Laws, and (ii) is permitted by the Agreement to request Codestone supply Services or Deliverables to it or to use the Client Solution but has not signed its own SOW with Codestone and is therefore not a "Client" as defined under the relevant SOW.

- 11.2 By entering into the SOW and therefore the Agreement, Client enters into this DPA on behalf of itself and, to the extent required under Applicable Data Protection Laws, in the name of, and on behalf of, its Authorised Affiliates, if and to the extent Codestone processes Protected Data for which such Authorised Affiliates qualify as the Controller. In this regard:

- 11.2.1 the Parties agree that for the purposes of this DPA only, and except where indicated otherwise, the term Client shall include Client and Authorised Affiliates;
- 11.2.2 each Authorised Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement;
- 11.2.3 an Authorised Affiliate is not and does not become a Party to the Agreement and is only a Party to this DPA. All access to and use of Services, Deliverables and the Client Solution by Authorised Affiliates must comply with the terms and conditions of the Agreement and any breach of the terms and conditions of the Agreement or any DPA by an Authorised Affiliate shall be deemed a breach by the Client that is the contracting Party to the Agreement;

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- 11.2.4 the Client that is the contracting Party to the Agreement shall remain responsible for coordinating all communication with Codestone under this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of itself and its Authorised Affiliates;
- 11.2.5 except where Applicable Data Protection Laws require an Authorised Affiliate to exercise a right or seek any remedy under this DPA against Codestone directly by itself, the Parties agree that:
- (i) only the Client that is the contracting Party to the Agreement shall exercise any such right (including any audit right) or seek any such remedy on behalf of such Authorised Affiliate;
 - (ii) the Client that is the contracting Party to the Agreement shall exercise any such rights under this DPA not separately for each Authorised Affiliate individually but in a combined manner for itself and all of its Authorised Affiliates together,
 - (iii) when carrying out an audit, Client shall take all reasonable actions and adopt all reasonable measures to limit the impact on Codestone of the audit by combining all audit requests carried out on behalf of different Authorised Affiliates in one single audit by the Client; and
 - (iv) Codestone's liability, taken together in the aggregate, arising out of or related to this DPA and all DPAs between Authorised Affiliates and Codestone, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation and Exclusion of Liability' section of the Master Terms, and any reference in such section to the liability of Codestone (whether by naming Codestone or where Codestone is 'a Party') means the aggregate liability of Codestone under the Agreement and all DPAs together and to Client and all of its Authorised Affiliates.

12 GENERAL

- 12.1 Each Party's liability under this DPA is subject to the 'Limitation and Exclusion of Liability' section of the Master Terms, and any reference in such section to the liability of a Party means the aggregate liability of that Party under the whole Agreement which includes this DPA save that the Client's liability for breach of, or failure to comply with, this DPA, whether arising in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, shall be limited to £1,000,000 (one million pounds).
- 12.2 This DPA shall be governed by the laws of the country stipulated for this purpose in the Agreement.

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SCHEDULE 1

Particulars of Processing

1 Subject matter processing

Codestone will process the Protected Data as necessary to perform the Agreement in accordance with its terms.

2 Nature and purpose of processing

Codestone will carry out the following processing of Protected Data:

2.1 Contacting and liaising with personnel of the Client to perform the Agreement.

2.2 Processing of Protected Data as required to perform the Agreement.

3 Duration of the processing

For so long as necessary for the purposes of the Agreement.

4 Types of Personal Data

Such types of Personal Data as are determined and controlled by the Client in its sole discretion.

5 Categories of Data Subject

Such categories of Data Subject as are determined and controlled by the Client in its sole discretion.