

DATA PROCESSING AGREEMENT

Between BusinessHub Systems Limited ("EHS") and the Client

Version 1.0 - May 2026

1. Parties

This Data Processing Agreement ("Agreement") is entered into between:

Data Processor:

BusinessHub Systems Limited, a company registered in England and Wales (Company No. 07863143), whose registered office is Potters Leisure Resort, Coast Road, Great Yarmouth, Norfolk, NR31 9BX ("EHS" or "the Processor").

Data Controller:

The organisation that has accepted this Agreement electronically via the EHS Platform ("the Client" or "the Controller").

Each a "Party" and together the "Parties".

This Agreement is incorporated into and forms part of the main services agreement between the Parties (the "Services Agreement"). In the event of any conflict between this Agreement and the Services Agreement in relation to the processing of personal data, this Agreement shall prevail.

2. Definitions

In this Agreement, unless the context otherwise requires:

Controller	Has the meaning given in the UK GDPR.
Data Protection Laws	The UK GDPR, the Data Protection Act 2018, and any successor legislation or binding guidance issued by the Information Commissioner's Office ("ICO"), as amended from time to time.
Data Subject	An identified or identifiable natural person to whom the personal data relates.
EHS Platform	The Employee Happiness Score software-as-a-service platform operated by the Processor and accessible at app.employeehappinessscore.com .

Personal Data	Has the meaning given in the UK GDPR. For the avoidance of doubt, it includes the categories set out in Schedule 1.
Processing	Has the meaning given in the UK GDPR.
Processor	Has the meaning given in the UK GDPR. For the purposes of this Agreement, the Processor is EHS.
Services Agreement	The agreement under which the Processor provides the EHS Platform to the Controller.
Sub-processor	Any third party engaged by the Processor to process personal data on the Controller's behalf.
UK GDPR	The retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

3. Roles of the Parties

- 3.1 The Client is the Controller and retains full control over its personal data at all times.
- 3.2 EHS is the Processor. EHS shall process personal data only on documented instructions from the Controller, including with regard to transfers of personal data to a third country or international organisation, unless required to do so by applicable law; in such a case, EHS shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 3.3 EHS shall ensure that all persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. Description of Processing and Anonymity Model

- 4.1 EHS processes personal data solely for the purpose of providing the EHS Platform to the Client. The subject matter, nature, purpose, and types of personal data processed are set out in Schedule 1. Processing is limited to what is strictly necessary to operate, maintain, and support the EHS Platform.
- 4.2 Anonymity by default. Employee responses submitted via the EHS Platform are presented to the Controller in anonymised form. The Controller receives sentiment scores, aggregated data, and anonymised free-text feedback only. Individual employee identities are not disclosed to the Controller through the EHS Platform unless the employee explicitly chooses to identify themselves within their own submission.
- 4.3 Back-end identity data. EHS holds certain identity-linked data at the infrastructure level (including contact details used to distribute check-ins and metadata associated with individual submissions) solely for the purposes of operating the platform, preventing duplicate submissions, and fulfilling data subject rights obligations under clause 6. This data is never surfaced to the Controller in identifiable form and is treated as strictly confidential by EHS.
- 4.4 Employee choice to identify. Where an employee voluntarily discloses their identity within a submission, that disclosure is made at the employee's sole discretion. EHS is not responsible for managing or restricting such voluntary disclosure. The Controller may view voluntarily disclosed identity as part of the submission in which it appears.

5. Data Retention and Deletion

5.1 Personal data is retained for the duration of the active relationship with the Client and for a period of up to twelve (12) months following termination or expiry of the Services Agreement.

5.2 Upon the expiry of the retention period referred to in clause 5.1, EHS shall securely delete all personal data unless the Client has requested an earlier deletion or an alternative has been agreed in writing. EHS will not routinely export or anonymise personal data unless the Client makes a specific written request to that effect.

5.3 System and infrastructure logs are retained for a maximum of one (1) month. Logs are designed to avoid the storage of personal data and are used solely for security and service improvement purposes.

5.4 Nothing in this clause prevents EHS from retaining personal data for longer where required by applicable law or a binding order of a competent authority.

6. Data Subject Rights

6.1 EHS shall, taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures, insofar as this is possible, to fulfil the Controller's obligations to respond to requests from data subjects exercising their rights under the Data Protection Laws.

6.2 The Controller may submit requests for the following to EHS via email at info@employeehappinessscore.com:

- Data access and export
- Data deletion
- Data correction or rectification

6.3 EHS shall respond to such requests within thirty (30) calendar days of receipt, or such shorter period as may be required by applicable law. Where technically complex or high in volume, EHS may, on notice to the Controller, extend this period by a further thirty (30) calendar days.

6.4 The Controller remains solely responsible for responding to data subjects within the statutory timeframes. EHS's obligation is to provide assistance to the Controller; it is not a direct obligation owed to the data subject.

7. Data Storage and International Transfers

7.1 Personal data is hosted and stored by Supabase Pte. Ltd. ("Supabase"), acting as a Sub-processor. Primary database infrastructure is located within the European Union (Ireland).

7.2 Where any Sub-processor processes personal data outside the United Kingdom, EHS shall ensure that such transfers are subject to appropriate safeguards in accordance with Chapter V of the UK GDPR, including (where applicable) use of the International Data Transfer Agreement ("IDTA") approved by the Secretary of State, or an equivalent mechanism recognised under applicable law.

7.3 EHS shall not transfer personal data outside the United Kingdom or the European Economic Area without first notifying the Controller and ensuring the applicable transfer mechanism is in place.

8. Security Measures

8.1 EHS shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by the processing, having regard to the state of the art, the costs of implementation, the nature, scope, context, and purposes of processing, and the risk of varying likelihood and severity for the rights and freedoms of natural persons. These measures include, without limitation:

- Encryption of personal data in transit (TLS) and at rest
- Access controls based on the principle of least privilege
- Secure cloud infrastructure meeting industry-standard hosting security requirements
- Logical separation of Client data within the EHS Platform

8.2 EHS shall regularly review and, where necessary, update these measures to ensure continued appropriateness.

8.3 In assessing the appropriate level of security, EHS shall take into account in particular the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

9. Sub-processors

9.1 The Controller provides general written authorisation for EHS to engage the Sub-processors listed in Schedule 2. EHS shall inform the Controller of any intended additions or replacements of Sub-processors by updating Schedule 2 and providing at least thirty (30) days' prior written notice. If the Controller objects on reasonable grounds within that notice period, the Parties shall seek to resolve the matter in good faith.

9.2 Where EHS engages Sub-processors, it shall do so by way of a written contract that imposes data protection obligations no less protective than those set out in this Agreement.

9.3 EHS remains fully liable to the Controller for the performance of a Sub-processor's obligations to the extent that the Sub-processor fails to fulfil its data protection obligations.

9.4 Where the Controller configures third-party communication channels via the EHS Platform (including, without limitation, email, SMS, or messaging platforms), EHS acts solely on the Controller's instructions in respect of those integrations and accepts no responsibility for the data processing practices of those third-party providers.

10. Personal Data Breaches

10.1 EHS shall notify the Controller without undue delay, and in any event no later than seventy-two (72) hours after becoming aware, of any personal data breach affecting personal data processed under this Agreement.

10.2 Such notification shall, to the extent then known, include:

- A description of the nature of the breach, including the categories and approximate numbers of data subjects and personal data records affected
- The name and contact details of EHS's data protection contact
- A description of the likely consequences of the breach
- A description of the measures taken or proposed to address the breach and mitigate its possible adverse effects

10.3 EHS shall co-operate with the Controller and take such reasonable steps as are directed by the Controller to assist in the investigation, mitigation, and remediation of any breach.

10.4 EHS's notification of a breach under this clause does not constitute an admission by EHS of fault or liability in respect of the breach.

11. Audit Rights

11.1 EHS shall make available to the Controller all information necessary to demonstrate compliance with the obligations in this Agreement and shall allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller.

11.2 The Controller shall give EHS reasonable prior written notice of any audit (being no less than thirty (30) days, except in the case of a personal data breach or regulatory investigation) and shall ensure that any audit is conducted in a manner that minimises disruption to EHS's operations.

11.3 EHS may satisfy its audit obligations under this clause by providing the Controller with relevant certifications, third-party audit reports, or equivalent documentation, provided such documentation reasonably evidences compliance.

12. Assistance with Compliance

EHS shall, taking into account the nature of the processing and the information available to it, provide reasonable assistance to the Controller in ensuring compliance with the Controller's obligations under the Data Protection Laws in respect of:

- Security of processing (Article 32 UK GDPR)
- Notification of personal data breaches to the supervisory authority (Article 33 UK GDPR)
- Communication of personal data breaches to data subjects (Article 34 UK GDPR)
- Data protection impact assessments (Article 35 UK GDPR)
- Prior consultation with the supervisory authority (Article 36 UK GDPR)

EHS may charge the Controller at its standard rates for time incurred in providing such assistance beyond what is ordinarily required to operate the EHS Platform.

13. Termination and Return or Deletion of Data

13.1 This Agreement shall remain in force for so long as the Services Agreement remains in effect or EHS processes personal data on behalf of the Controller, whichever is longer.

13.2 On termination or expiry of the Services Agreement, EHS shall, within thirty (30) calendar days of the termination date, securely delete all personal data in its possession or control (including copies held by Sub-processors), unless the Controller makes a specific written request for a data export within that thirty-day window, in which case EHS shall provide such export before proceeding with deletion.

13.3 EHS shall provide the Controller with written confirmation of deletion upon request.

13.4 Notwithstanding clause 13.2, EHS may retain personal data to the extent and for the period required by applicable law or a binding order of a competent authority, provided that EHS continues to protect such data in accordance with this Agreement.

14. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

16. General

16.1 Entire Agreement. This Agreement, together with the Schedules, constitutes the entire agreement between the Parties in relation to the processing of personal data under the Services Agreement and supersedes all prior agreements, understandings, representations, and warranties.

16.2 Amendments. No amendment to this Agreement shall be effective unless made in writing and communicated to the Controller via the EHS Platform or by email. EHS will provide not less than thirty (30) days' notice of any material amendment. Continued use of the EHS Platform following the notice period constitutes acceptance of the amended terms.

16.3 Severance. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.4 Relationship. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the Parties.

15. Electronic Acceptance

15.1 This Agreement is entered into electronically. The Controller accepts the terms of this Agreement by ticking the acceptance checkbox presented during registration on the EHS Platform. A record of acceptance, including the date, time, IP address, and account details of the accepting user, is logged in the EHS database and constitutes a binding record of agreement.

15.2 By accepting this Agreement, the individual completing registration warrants that they are authorised to bind the Controller to these terms.

15.3 A copy of this Agreement, as accepted, is made available to the Controller within the EHS Platform at all times during the active relationship. The Controller may request a copy by email to info@employeehappinesscore.com.

Schedule 1 – Description of Processing

Subject matter	Operation of the Employee Happiness Score (EHS) Platform for the purpose of measuring and reporting employee sentiment.
Duration	For the term of the Services Agreement plus the retention period in clause 5.1.
Nature of processing	Collection, storage, transmission, analysis, reporting, and deletion of personal data.
Purpose	Providing the Controller with ongoing employee sentiment data and associated analytics through the EHS Platform.

Categories of data subjects	Employees and workers of the Controller; managers and administrators designated by the Controller.
Categories of personal data	Held by EHS at infrastructure level only (not surfaced to Controller): employee names and contact details (email address, telephone number where applicable); communication metadata (email and SMS delivery and read receipts). Surfaced to Controller in anonymised form only: employee responses and free-text feedback submitted via the EHS Platform; AI chat history generated within the EHS Platform. Provided by Controller and held by EHS: work relationship and organisational structure information (team, department, location, and line-management hierarchy).
Special category data	Not intended to be processed. The Controller warrants that it will not submit special category personal data to the EHS Platform without prior written agreement with EHS.

Schedule 2 – Approved Sub-processors

The following Sub-processors are authorised as at the date of this Agreement:

Sub-processor	Services provided	Data location	Transfer mechanism
Supabase Pte. Ltd.	Database storage and hosting	EU (Ireland)	Adequacy / IDTA
Vercel Inc.	Platform hosting and deployment	EU / US	SCCs / IDTA
Google LLC	Infrastructure and ancillary cloud services	EU / US	SCCs / IDTA
Resend Inc.	Transactional email delivery	US	SCCs / IDTA
Twilio Inc.	SMS communication services	US	SCCs / IDTA
Stripe Inc.	Payment processing and subscription management	US / EU	SCCs / IDTA

EHS shall update this Schedule and provide the Controller with thirty (30) days' prior written notice before engaging any new Sub-processor or materially changing the role of an existing Sub-processor.

Schedule 3 – Data Subject Requests: Contact Details

Data subject requests should be submitted by the Controller to:

Email: info@employeehappinessscore.com

Subject line: "GDPR Data Subject Request – [Client Name]"

EHS operates a manual handling process for data subject requests at this stage. Automated self-service functionality is planned for a future release of the EHS Platform. EHS will acknowledge

receipt of each request within five (5) business days and will complete the request within the applicable statutory timeframe.

END OF AGREEMENT