

SCHEDULE 5 – DATA PROTECTION

1. DEFINITIONS AND INTERPRETATION

The following definitions will apply in this Schedule 5. All other capitalised terms shall have the meaning given to them in Schedule 1:

"Individual" and **"Personal Information"** shall all have the meanings given to them in the Data Protection Legislation;

"Breach" means any unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of Personal Information or any action that prevents access to Personal Information on either a temporary or permanent basis.

"Data Protection Legislation" means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the Privacy Act 2020 and any laws or regulations that replace or supersede such legislation from time to time; and

"IPP" means Information Privacy Principles as set out in Part 3 Subpart 1 of the Privacy Act 2020;

"Restricted International Transfer" means a transfer of Personal Information: (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Information from that country; (b) to a country which does not provide an adequate level of protection for Personal Information as required by the Data Protection Legislation of the country of export.

"Sensitive Information" means any Personal Information that is particularly sensitive, including, for example (but without limitation), information that relates to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, criminal convictions or offences, or an Individual's genetic, biometric or health data.

2. GENERAL

2.1 Each of OneAdvanced and Customer agree to comply with their respective obligations under Data Protection Legislation in respect of Personal Information collected, held and disclosed in connection with this Agreement.

2.2 The scope of the processing carried out by OneAdvanced in connection with the Services under this Agreement is as set out in Annex 1 (Scope of Processing). OneAdvanced shall notify the Customer as soon as reasonably practicable if it considers that any of the Customer's instructions infringe Data Protection Legislation.

3. ONEADVANCED OBLIGATIONS

3.1 OneAdvanced shall, in relation to any Personal Data processed on behalf of the Customer in connection with this Agreement:

3.1.1 only process the Personal Information in accordance with the Annex and for the purposes of fulfilling its obligations and exercising its rights under this Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on OneAdvanced it shall notify the Customer unless prohibited by Applicable Law);

3.1.2 promptly notify the Customer if it receives a request from an individual attempting to exercise their rights under Data Protection Legislation;

3.1.3 provide reasonable assistance to the Customer to respond to requests from individuals exercising their rights under Data Protection Legislation;

3.1.4 notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;

3.1.5 provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, OneAdvanced reserves the right to apply a reasonable fee for providing assistance to the Customer to conduct a data protection impact assessment;

3.1.6 ensure that it has appropriate technical and organisational measures in place (details available on request) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Information;

3.1.7 ensure that any employees or personnel engaged by OneAdvanced that may have access to Personal Data relating to this Agreement shall be subject to appropriate duties of confidentiality; and

3.1.8 notify the Customer without undue delay upon becoming aware of any Breach in relation to the Personal Information processed in connection with this Agreement. OneAdvanced shall provide further information on reasonable request from the Customer as such details become available.

4. CUSTOMER OBLIGATIONS

4.1 The Customer is responsible for:

4.1.1 ensuring that they have a lawful basis for processing Personal Information, including appropriate consent, where applicable, to the processing of any Personal Information by OneAdvanced;

4.1.2 confirming that the measures in clause 3.1.6 are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with OneAdvanced regarding enhanced security measures if necessary, as OneAdvanced may not be informed about the nature of the Personal Information or the harm that may arise from a Breach affecting the Personal Information;

4.1.3 claims or complaints resulting from OneAdvanced's actions to the extent that such actions directly result from instructions received from the Customer;

4.1.4 implementing such multi-factor authentication measures as are notified to it by OneAdvanced (including as noted in relevant service documents and manuals); and

4.1.5 ensuring that it has a lawful basis for any data transfer, including those anticipated by clause 6 below.

5. SUB-PROCESSING

5.1 The Customer grants general authorisation for OneAdvanced to appoint (and permit each sub-processor appointed in accordance with this clause to appoint) sub-processors as follows:

5.1.1 OneAdvanced may continue to use those sub-processors already engaged as at the date of this Agreement.

5.1.2 The Customer provides its general authorisation and consent to the use of the sub-processors contained within the following [link](#).

5.1.3 The link above contains a mechanism for Customers to subscribe to notifications and updates to the list of sub-processors shall be made available by OneAdvanced to all Customers via notifications made through this mechanism. The Customer shall subscribe and any changes (except for deletions of sub-processors without replacement) shall be notified through this mechanism at least thirty (30) days in advance of any processing by the proposed new sub-processor.

5.1.4 If the Customer has a reasonable objection that relates to a new sub-processor's processing of Personal Information, the Customer may object to OneAdvanced's use of such sub-processor by notifying OneAdvanced in writing at dataprotection@oneadvanced.com within thirty (30) days' from availability of the notification. In the event of an objection on reasonable grounds, OneAdvanced and the Customer shall work together in good faith to discuss a resolution. OneAdvanced may elect to: (i) not use the sub-processor to process the Personal Information of the Customer; or (ii) take corrective steps requested by the Customer in its objection and continue with the proposed sub-processor. If neither of these options are reasonably practicable and the Customer continues to object to the processing by the proposed sub-processor, either party may provide notice of termination of the affected portion of the Service.

5.1.5 OneAdvanced shall have in place with each sub-processor, an agreement which contains data protection obligations materially as protective as those set out in this Agreement.

5.1.6 OneAdvanced shall remain fully liable for all acts or omissions of any sub-processor.

6. DATA TRANSFERS

6.1 The Customer acknowledges and agrees that the provision of Services by OneAdvanced may involve Restricted International Transfers of Personal Information. Where OneAdvanced carries out a Restricted International Transfer, it shall ensure that appropriate safeguards are in place as required by Data Protection Legislation, including in accordance with IPP 12. OneAdvanced shall also ensure that the individual has enforceable rights and effective legal remedies.

6.2 OneAdvanced uses sub-processors, including its Affiliates, which may result in temporary processing activities outside of New Zealand.

7. RECORDS AND AUDIT

7.1 OneAdvanced shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, OneAdvanced shall make available to the Customer information necessary to demonstrate OneAdvanced's compliance with this Schedule 5.

8. ANONYMISED DATA

8.1 Without prejudice to any other documented instructions of Customer, Customer agrees that OneAdvanced may anonymise the Personal Information for the purposes of improving OneAdvanced's products and services. Customer may withdraw this instruction at any time by notice in writing to OneAdvanced. OneAdvanced shall not be required to delete any anonymised data already created prior to receipt of such notice.

Annex 1 – Scope of Processing

Description	Details
Subject matter of the processing	<p>The services purchased by the Customer, as detailed in the Order Form:</p> <ol style="list-style-type: none"> 1. Hosting – Cloud and platform 2. Software Support services 3. Bespoke software development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Duration of the processing	The term set out for the provision of the relevant software and/or services as stated in the Order Form
Nature and purposes of the processing	<p>Nature of Processing:</p> <ol style="list-style-type: none"> 1. Storage 2. Access 3. Consultation 4. Remote Access 5. Deletion 6. Alteration 7. Anonymisation of data <p>Purposes of processing: Any of the following services stated in the Order Form.</p> <ol style="list-style-type: none"> 1. Hosting – Cloud and platform 2. Software Support services 3. Bespoke software development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Type of Personal Information	Personal Information and/or Sensitive Information data relating to individuals provided to OneAdvanced by, or at the direction of, the Customer in connection with the services.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<p>On termination or expiry of the Agreement, OneAdvanced will return the Personal Information in our standard machine-readable format (at Customer's cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Information will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted.</p> <p>In the event that the Customer requests return of their Personal Information as described above, all Customer Personal Information will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between the parties or to the extent it is required to be retained or deleted under Applicable Law.</p>