

THIRD PARTY DATA PROTECTION REQUIREMENTS (“Requirements”)

Requirement to comply with data protection requirements including the European Union (EU) General Data Protection Regulation (“GDPR”)

Definitions:

“**Consultant**” means any third party supplier, licensor, consultant, service provider or supplier under any agreement to which these Requirements are attached;

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC; and

“**Personal Information Breach**” means the accidental or unlawful destruction, loss, alteration, corruption, unauthorised disclosure of, or access to, BlackBerry Personal Information transmitted, stored or otherwise processed.

All references to data protection authorities and/or applicable laws and regulations relating to data protection (or any equivalent reference and/or definition) (“**Data Protection Legislation**”) in the Agreement shall be deemed to also include reference to the GDPR.

1. To ensure compliance with the GDPR, the Consultant will and will ensure that any Subcontractors will:
 - only process BlackBerry Personal Information on the documented instructions of BlackBerry, and in the event that a legal requirement prevents the Supplier from complying with such instructions, it shall, unless such legal requirement prohibits it from doing so, promptly inform BlackBerry of the relevant legal requirement before carrying out further processing activities in respect of the affected BlackBerry Personal Information;
 - maintain and provide to BlackBerry upon request an accurate, up-to-date written record of processing activities carried out in respect of Personal Information (“**Processing Record**”), such Processing Record containing such information and being in such format as to meet the requirements of:
 - any applicable Data Protection Legislation; and
 - any requirements notified by BlackBerry to the Consultant from time to time;
2. The Consultant shall notify BlackBerry forthwith and in any event within twenty-four (24) hours of becoming aware or suspecting any Personal Information Breach (“**Notification Event**”). The Consultant will provide full co-operation and assistance to BlackBerry as reasonably requested to enable BlackBerry to comply with its obligations under the relevant Data Protection Legislation;
3. The Consultant will notify BlackBerry in writing:
 - within five (5) business days if it receives a request, demand, enquiry or complaint from or on behalf of an individual in relation to the exercise of their rights in respect of their Personal Information; or
 - within one (1) business day if it receives a request, demand, enquiry or complaint from a regulatory authority in relation to BlackBerry Personal Information or compliance with Data Protection Legislation,and shall, in either case, provide full co-operation and assistance to BlackBerry in respect of the same and comply with any request from BlackBerry requiring the Consultant to take reasonable steps to ensure that third parties to whom the relevant BlackBerry Personal Information has been provided by the Consultant erase any links to, or copies of, such BlackBerry Personal Information in accordance with the requirements of Data Protection Legislation.
4. The Consultant will provide BlackBerry with prompt and full co-operation and assistance in relation to helping BlackBerry comply with its obligations in relation to a Data Subject (as defined in the relevant Data Protection Legislation).

Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Requirements or its subject matter or formation shall be governed by and interpreted in accordance with the law of England. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts of England. The parties do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not a party to it.

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, these Requirements or its subject matter or formation.