

NEW CONTRACTUAL COMMITMENTS FOR THE GENERAL DATA PROTECTION REGULATIONS

By now you will be aware that data protection laws are changing, and with effect from 25 May 2018 the General Data Protection Regulations ("**GDPR**") will come into force in the UK replacing the Data Protection Act 1998. The GDPR has been designed to harmonize data privacy laws and provide greater control to individuals over how their personal data is held and processed by organisations like Sysco Guest Supply Europe Ltd.

Sysco Guest Supply Europe Ltd is strongly committed to maintaining the highest standards in privacy and compliance and we welcome the additional protections that GDPR provides to individuals and we remain committed to complying with its principles. Therefore, in order to ensure that we are fully compliant with the GDPR vis à vis our customers, suppliers, employees, workers, contractors and other interested stakeholders, we have set out new contractual commitments between you and us within the enclosed document. These supplementary provisions are an addition to the existing contract(s) under which we engage you to provide products and/or services to us or to any of our group companies from time to time (each an "**affiliate**"). These commitments include those required from data processors under Article 28 of the GDPR.

Through your continued engagement and provision of products and/or services to us or one of our affiliates, you confirm your agreement to these commitments being added to such existing contract(s) between you and us. Please keep a copy of this letter safe for your records.

If you have any questions, please contact Andrew Keating via GDPR@guestsupply.co.uk

Sysco Guest Supply Europe Ltd would like to thank you for your time and your continued support.

**NEW CONTRACTUAL COMMITMENTS
FOR THE GENERAL DATA PROTECTION REGULATIONS**

Either you and/or your affiliates, including your subsidiaries and holding companies (collectively, the **"Supplier"**, **"you"** and **"your"**), provide from time to time products and/or services (**"Goods and/or Services"**) to Sysco Guest Supply Ltd and/or any of our affiliates, including our subsidiaries and holding companies (collectively, the **"Customer"**, **"we"**, **"us"** and **"our"**). From 25 May 2018, the terms set out below will come into force between you and us to coincide with the taking effect of Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (commonly known as the **"GDPR"**).

1 DATA PROTECTION

1.1 In this clause 1:

1.1.1 **'personal data'**, **'data controller'**, **'data processor'**, **'data subject'** and **'process'** or **'processing'** each have the same meaning as used in the Data Protection Laws;

1.1.2 **"Customer Personal Data"** means any and all personal data which is provided by or on behalf of the Customer to the Supplier or which is otherwise processed by the Supplier as a result of or in connection with the provision of the Goods and/or Services and for which the Customer is the data controller;

1.1.3 **"Data Protection Laws"** means the Data Protection Act 1998 (and, once enacted, any replacement thereof including as foreseen by the UK Data Protection Bill HL 66), Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly known as the **"GDPR"**), together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to the Supplier and/or Customer in any relevant jurisdiction.

1.2 The parties agree that, with respect to the parties' rights and obligations and with respect to any Customer Personal Data, the Customer is the data controller and the Supplier is the data processor and that, in circumstances where the Supplier processes personal data on behalf of the Customer, the Supplier in each case shall comply with the requirements of this clause 1 and the Data Protection Laws.

1.3 The parties have agreed that the description of the processing is as set out in clause 2.

1.4 The Supplier shall:

1.4.1 other than where required to do so by law, only process any Customer Personal Data for the sole purposes of providing the Goods and/or Services (and for no other purpose whatsoever) and only (i) in accordance with the Customer's written instructions from time to time and (ii) to the limited extent as is reasonably considered to be absolutely necessary, adequate and relevant in relation to providing the Goods and/or Services;

1.4.2 ensure that access to the Customer Personal Data is strictly limited to persons who need access to it as strictly necessary for the provision of the Goods and/or Services and that all such persons are informed of the confidential nature of the Customer Personal Data and are subject to contractual or statutory obligations of confidentiality;

1.4.3 keep appropriate records of all processing activity carried out by the Supplier in accordance with the existing contract(s) under which the Customer engages the Supplier to provide goods and/or services to the Customer from time to time;

- 1.4.4 implement appropriate technical and organisational measures to protect the Customer Personal Data (ensuring in each case a level of security appropriate to the risk) against unauthorised or unlawful processing or accidental loss or damage;
 - 1.4.5 not transfer the Customer Personal Data to, or access the Customer Personal Data from, countries outside the European Economic Area ("**EEA**") without Customer's prior written authorisation;
 - 1.4.6 assist the Customer in meeting the Customer's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws, including promptly and fully notifying the Customer in writing of any notices received by the Supplier (or any sub-processor) relating to the processing of any Customer Personal Data, including requests from individual data subjects in relation to the exercise of their rights (including subject access requests), complaints and/or correspondence from any regulatory body including any competent data protection supervisory authority and the provision (at no cost to the Customer) of such information and assistance as the Customer may reasonably require in relation to any such notice;
 - 1.4.7 assist the Customer in meeting the Customer's obligations under the Data Protection Laws with respect to data security, data minimisation, breach notification, data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;
 - 1.4.8 not permit any processing of the Customer Personal Data by any agent, sub-contractor, supplier or other third party ("**sub-processor**") without the prior written authorisation of the Customer in each case, and (where such authorisation has been given) ensure, in each case, that prior to the sub-processor processing any Customer Personal Data, terms equivalent to this clause 1 are included in a written contract between the Supplier and any sub-processor engaged in the processing of Customer Personal Data;
 - 1.4.9 on termination of the existing contract(s) under which the Customer engages the Supplier to provide goods and/or services to the Customer from time to time, at the Customer's option either return to the Customer all Customer Personal Data and copies of it or, at the Customer's written request, destroy the Customer Personal Data; and
 - 1.4.10 at the reasonable request of the Customer, make available to the Customer all information necessary to demonstrate the Supplier's (and any sub-processor's) compliance with this clause 1 and permit the Customer and its representatives (at no cost to the Customer) to inspect and audit that the Supplier (and any sub-processor) is complying with this clause 1. The Supplier shall notify the Customer as soon as is reasonably practicable if the Supplier reasonably believes an instruction from the Customer in accordance this clause 1.4.10 breaches (or could cause either party to breach) the Data Protection Laws.
- 1.5 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with any breach of this clause 1 by the Supplier.
 - 1.6 Any limitation of liability expressly specified in the existing contract(s) under which the Customer engages the Supplier to provide goods and/or services to the Customer from time to time shall not apply in relation to any liability arising under the indemnity at clause 1.5.
 - 1.7 In the light of the following factors set out in sub-clauses 1.7.1 to 1.7.4 below:

- 1.7.1 the deadline for implementation of the GDPR will occur during the term of the parties' continued business relationship;
- 1.7.2 as at the date of this document, legislation relating to certain aspects of the GDPR has not been implemented;
- 1.7.3 the UK's Information Commissioner and other regulators have not yet issued guidance in relation to their requirements in relation to the GDPR; and
- 1.7.4 the UK may leave the EU during the term of the parties' continued business relationship which may result in changes to the Data Protection Legislation,

the Supplier and the Customer each agree that if there are any changes to the Data Protection Legislation or related guidance from regulators during the term of the parties' continued business relationship which require either party to take additional steps to enable compliance with their respective regulatory obligations under Data Protection Legislation, the Customer shall review the provisions of this clause and shall notify the Supplier of any such changes to this document as are necessary to be made in order to enable compliance with updated Data Protection Legislation or related guidance from regulators.

- 1.8 If there is any conflict between the terms and conditions of this document and those contained within the existing contract(s) under which you provide us with products and/or services, these terms and conditions shall prevail to the extent of the conflict.

2 DESCRIPTION OF THE PROCESSING

Subject matter of the processing	The processing of personal data to the extent necessary for the provision of goods and services supplied or made available by the Supplier to the Customer
Duration of the processing	The term of the existing contract(s) under which the Customer engages the Supplier to provide goods and/or services to the Customer from time to time
Nature of the processing	The collection, input, integration, analysis, communication and storage of personal data to the extent necessary in the provision of the goods and/or services supplied or made available by the Supplier to the Customer
Purpose of the processing	The processing of personal data to the extent necessary in the provision of the goods and/or services supplied or made available by the Supplier to the Customer
Personal data types	Data relating to data subjects, as may be further set out in discussions and/or in writing between the parties
Categories of data subjects	Includes affiliated companies
Obligations and rights of the controller	As set out in this document