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1 Introduction

Welcome to the Cordis Solutions Limited (**Cordis Solutions**) privacy policy. This policy applies to our website and to all other aspects of our business.

Cordis Solutions respects your privacy and is committed to protecting your personal data. This document describes Cordis Solutions' policy for handling, processing, storing, and otherwise treating personal information submitted to our website and our solutions (defined below).

Cordis Solutions offers products and services in the business-to-business market sector. As such, when Cordis Solutions **collects** and **stores** information about an individual (that is, personal information), it is generally only related to that person's role at their company, and is not related to them as a private person or as an individual consumer. In some circumstances, Cordis acts as the data **processor** for personal information on behalf of our customers (Specifically our PIIP application). Details on this can be found in clause 3.1.1.

2 Our Website

2.1 The data we collect about you

2.1.1 Personal data you provide on a voluntary basis

We will collect, store and process information about you if you voluntarily provide us with such information in connection with the following:

- Filling in a form on our website
- Filling in a form on the SAP App centre
- Opting in to receive marketing information from us

This information is defined as:

- Your name and job title
- The company you are employed by
- Your contact information including email address
- Demographic information such as postcode, preferences and interests

2.1.2 'Special Category' personal data

We do not collect data which is, by its nature, particularly sensitive (e.g. genetic data, biometric data, data revealing racial or ethnic origin, political opinions, sex life, sexual orientation, religion or other beliefs, data concerning health, criminal background or trade union membership).

2.2 Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

2.3 Personal data we collect automatically

When you visit the Cordis Solutions website, we may also collect certain data through the use of cookies.

Once you agree, the file is added, and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

2.4 Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

2.5 What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests.

2.6 Controlling your personal information

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write Cordis Solutions Ltd, 15 NCR Business Centre, Great Central Way, Wembley, London, NW10 0AB.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible at the above address. We will promptly correct any information found to be incorrect.

2.7 Website Terms of Use

By accessing this site, you agree to the following terms and conditions and other applicable laws. If you do not agree to be bound by these terms and conditions, please do not use this website. All the information and material provided on this web site is solely for illustrative purposes. It is not intended to, and does not create any business, contractual or employment relationship with Cordis Solutions Ltd. All the information, content, text, images, html code, photography and graphics are the property of Cordis Solutions Ltd., and may not be copied, reproduced, republished, posted, transmitted, or distributed in any way without our express, advance, written consent. All trademarks used or referred to in this site are the property of their respective owners.

Links on this site may lead to services or external websites not operated by Cordis Solutions Ltd. No judgement or warranty is made with respect to such other services or sites and Cordis Solutions Ltd. takes no responsibility for such other sites or services. A link to another site or service is not an endorsement of that site or service. Any use you make of the information provided on this site, or any site or service linked to by this site, is at your own risk. This site is provided "as is" and Cordis Solutions Ltd. expressly disclaims all warranties of any kind, whether express or implied, including the warranties of merchantability and fitness for a particular purpose.

In no event shall Cordis Solutions Ltd., or any of its employees or contractors, be liable for any damages whatsoever in connection with the information or material on this web site, including but not limited to actual, consequential, direct, exemplary, incidental, indirect, punitive or special damages.

3 Our applications and use of personal data

The following clauses govern data privacy and confidentiality obligations by both Cordis Solutions (Publisher) and our Customers when entering into an agreement to purchase our applications through SAP App Centre or directly with Cordis Solutions Ltd or Excelerated Procurement Solutions Ltd t/a ExceleratedS2P.

3.1 Data Privacy Obligations

3.1.1 Personally Identifiable Information Protection (PIIP) Disclaimer

Our Personally Identifiable Information Protection (PIIP) Application uses encryption technologies to securely capture PII information from our customers' suppliers. Once approved through agreed workflows, this information is posted / updated directly into our customers' ERP.

Our application does NOT store any of the customer's supplier data. PIIP is a conduit which has only half of a security key to encrypt the data and transfer the data entered by the end user to our customer's ERP systems, where the data is stored. The other half of the security key is held by the customer's ERP system. This data is held by the PIIP application in volatile memory only when the PIIP application is in use.

The responsibility for the security of information, once this information is posted into the customer's ERP, lies solely with the Customer.

3.1.2 Data Processing and Protection

Data Controller. This is defined as *'the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.'*

Data Processor/Publisher. This is defined as *'a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.'*

When entering into a contract with the Publisher, both parties (Customer and Publisher) agree that Customer is the controller of Personal Data and Publisher is the processor of such data, except when (a) Customer acts as a processor of Personal Data, in which case Publisher is a subprocessor or (b) stated otherwise in any Offering-specific terms.

EU Standard Contractual Clauses. To the extent applicable, when entering into a contract with Publisher, both Publisher and the Customer will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland. All transfers of Customer Data out of the European Union, European Economic Area, and Switzerland will be governed by the Standard Contractual Clauses, as designated by the European Commission, made available by the Publisher at the applicable URL for such terms or as otherwise communicated to Customer.

Cordis (Publisher) Obligations. Publisher agrees to process the personal data only on behalf of the customer and in compliance with its instructions. We will process Personal Data only on documented instructions from Customer. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Publisher that Customer's instructions, including appointment of Processor as a processor or subprocessor, have been authorized by the relevant controller.

Customer Obligations. When purchasing our applications, the customer agrees to the definitions of the roles above and agrees to take on the responsibilities as a Data Controller. Therefore, it is the customer who is responsible and accountable to ensure that the processing of the personal data has

been, and will continue to be, carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the area of jurisdiction where the data exporter is established) and does not violate the relevant provisions of that area of jurisdiction.

Personal Data. Customers consent to the processing of Personal Data by Publisher and its Affiliates, and their respective agents and Subcontractors, if applicable. Before providing Personal Data to Publisher, Customer will obtain all required consents from third parties (including Customer's contacts, partners, distributors, administrators, and employees) under applicable privacy and Data Protection Laws.

Confidentiality. Publisher will hold customer content in strict confidence and impose confidentiality obligations on our personnel if they are provided access to, or otherwise process, any customer content

Processing of Personal Data; GDPR. To the extent Publisher is a processor or subprocessor of Personal Data subject to the GDPR, the Standard Contractual Clauses govern that processing and the parties also agree to the following terms in this subsection ("Processing of Personal Data; GDPR"):

3.1.2.1 Processing Details.

Publisher, and any party entering into a contractual agreement with Publisher, acknowledge and agree that:

- the subject-matter of the processing is limited to Personal Data within the scope of the GDPR;
- the duration of the processing will be for the duration of the Customer's right to use the Offering and until all Personal Data is deleted or returned in accordance with Customer instructions or the terms of any contractual Agreement;
- the nature and purpose of the processing will be to provide the Offering pursuant to a contractual Agreement;
- the types of Personal Data processed by the Offering include those expressly identified in Article 4 of the GDPR; and
- the categories of data subjects are Customer's representatives and end users, such as employees, contractors, collaborators, and customers, and other data subjects whose Personal Data is contained within any data made available to Publisher by Customer.

3.1.2.2 Data Subject Rights; Assistance with Requests.

Publisher will make information available to Customer in a manner consistent with the functionality of the Offering and Publisher's role as a processor of Personal Data of data subjects and the ability to fulfil data subject requests to exercise their rights under the GDPR. We will comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

If Publisher receives a request from Customer's data subject to exercise one or more of its rights under the GDPR in connection with an Offering for which Publisher is a data processor or subprocessor, Publisher will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by

using the functionality of the Offering. Publisher will comply with reasonable requests by Customer to assist with Customer's response to such a data subject request.

3.1.2.3 Use of Subprocessors.

Customer consents to Publisher using the subprocessors listed at the applicable Publisher URL or as otherwise communicated to Customer. Publisher remains responsible for its subprocessors' compliance with the obligations herein. Publisher may update its list of subprocessors from time to time, by providing Customer at least 14-days' notice before providing any new subprocessor with access to Personal Data. If Customer does not approve of any such changes, Customer may terminate any subscription for the affected Offering without penalty by providing, prior to expiration of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.

3.1.2.4 Records of Processing Activities.

Publisher will maintain all records required by Article 30(2) of the GDPR and, to the extent applicable to the processing of Personal Data on behalf of Customer, make them available to Customer upon request.

4 Confidentiality

4.1 Confidential Information.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of any Agreement of offerings, and Customer's account authentication credentials. Confidential Information does not include information that: (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

4.2 Protection of Confidential Information

Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as any Agreement of offerings. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

4.3 Disclosure required by law.

Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

4.4 Duration of Confidentiality obligation

These obligations apply: (1) for Customer Data, until it is deleted by Publisher; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

5 Changes to this Privacy Statement

This Statement describes the types of information we currently collect through your use of our Services, and the ways we use and protect that information. Please note that this Statement will change from time to time. We will post those changes on this page. Each version will be noted at the top of the page.