

Dermalogica Stockist Data Protection Agreement

This Dermalogica Stockist Data Protection Agreement (the “**Agreement**”) is effective on the date of execution (the “**Effective Date**”) by Dermalogica, (UK) Limited (“**Dermalogica**”) and you (the “**Stockist**”). Dermalogica and Stockist are collectively referred to herein as the “**Parties**”.

Recitals

Stockist provides certain marketing services to Dermalogica.

Effective May 25, 2018, the EU General Data Protection Regulation (“**GDPR**”) requires that the processing of personal data by a processor be governed by a contract, which sets forth the subject matter, duration, nature and purpose of the processing as well as the type of personal data processed and the categories of data subjects. GDPR also requires that controllers contractually obligate processors to comply with the obligations set forth in this Agreement.

The subject matter, nature and purpose of the processing of personal data that Stockist processes for Dermalogica (“**Consumer Data**”) and the categories of data subjects are set forth in Schedule A to this Agreement.

For the purposes of GDPR, Dermalogica is the controller and Stockist is a processor of the Consumer Data.

This Agreement supplements and amends any other understanding between the Parties, whether reduced to writing or not (together with addenda, exhibits, and any amendments thereto).

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged do hereby agree as follows:

Definitions

The terms “**controller**”, “**processor**”, “**process/processing**”, “**data subject**”, “**personal data**” have the meanings set forth in GDPR.

“**Data Protection Losses**” means all liabilities and amounts, including all: (a) costs (including legal costs), claims, demands, actions, settlements, losses, liabilities and damages; (b) to the extent permitted by applicable law: (i) administrative fines, penalties, imposed by a regulatory authority; (ii) compensation to a data subject ordered by a regulatory authority; and (iii) the reasonable costs of compliance with investigations by a regulatory authority; and (c) the costs of loading Consumer Data and replacement of Dermalogica materials and equipment, to the extent the same are lost, damaged or destroyed, and any loss or corruption of Consumer Data including the costs of rectification or restoration of Consumer Data

Data protection obligations

Stockist, as the processor, agrees to:

1. Process Consumer Data only as outlined or as otherwise instructed by Dermalogica and to not transfer Consumer Data to another country or international organization without prior written authorization from Dermalogica, unless required to do so by EU or EU Member State law to which Stockist is subject. In such case, Stockist will inform Dermalogica of such legal requirement, unless that legal requirement prohibits Stockist from doing so on important grounds of public interest.
2. Require that all persons authorized to process Consumer Data be bound by appropriate obligations of confidence.
3. Implement appropriate technical and organizational measures (as set forth in Article 32 of GDPR) to protect Consumer Data.
4. Inform Dermalogica of any intended changes concerning the addition or replacement of any subcontractors that Stockist engages to process Consumer Data (“Sub-Processors”) and allow Dermalogica the opportunity to object to such changes. Those Sub-Processors formally approved to process Consumer Data as at the Effective Date are as set out in Schedule A.
5. Contractually bind Sub-Processors to the same obligations set forth in this Agreement, including that Sub-Processors provide sufficient guarantees to implement appropriate technical and organizational measures to protect Consumer Data. Stockist shall remain fully liable to Dermalogica for the Sub-Processors’ performance of this Agreement, as well as for any acts or omissions of the Sub-Processor in regard of its processing of personal data.
6. Assist Dermalogica, to the extent possible and considering the nature of the processing, in its efforts to comply with its obligations under GDPR to respond to data subjects exercising their rights (as set forth in Articles 12-23 of GDPR) and promptly (and in any event within three days) forward to Dermalogica any requests from data subjects exercising these rights. Dermalogica will instruct Stockist as to whether it should respond to the data subject and/or which steps to take to help fulfil their requests.
7. Assist Dermalogica, considering the nature of the processing and the information available to Stockist, in its efforts to comply with its obligations set forth in Articles 32-36 of GDPR.
8. At the choice of Dermalogica, delete or return all the personal data to Dermalogica after the end of the provision of services relating to processing and delete existing copies unless applicable law requires storage of the personal data.
9. Notify Dermalogica of any suspected or actual breaches of security without undue delay (but in no event later than twelve (12) hours after becoming aware of the breach) and provide such details as may be reasonably required by Dermalogica regarding the nature and likely consequences of the breach.
10. Make available to Dermalogica information necessary to demonstrate Stockist's compliance with the obligations set forth in this Agreement and reasonably allow for, and contribute to, audits and/or inspections conducted by Dermalogica or another auditor mandated by Dermalogica.
11. Indemnify Dermalogica on demand and shall at all times keep Dermalogica indemnified in respect of all Data Protection Losses suffered or incurred by Dermalogica, arising directly or indirectly from or in connection with any breach by Stockist of its obligations under the GDPR (or any corresponding or equivalent national laws or regulations) or its obligations under this Agreement, or Stockist (or any person acting on its behalf) acting outside or contrary to the lawful instructions of Dermalogica in respect of the processing of Consumer Data.
12. Notify Dermalogica immediately if Stockist is unable to meet any of its obligations set forth in this Agreement. The obligations set forth in this Agreement are in addition to, and not exclusive of, any obligations provided by law. To the extent the terms contained in this Agreement conflict or are inconsistent with any other agreement of the parties, the terms contained in this Agreement shall control. The Parties have executed this Agreement on the date(s) set forth below to be effective as of the Effective Date.