

Data Processing Agreement (DPA)

Schedule to the Polymetrix Survey Terms & Conditions

1. About this DPA

1.1 This Data Processing Agreement (“DPA”) forms part of the Polymetrix Survey Terms & Conditions (the “Survey T&Cs”) between Polymetrix Limited (“Polymetrix”) and the Client. It applies where Polymetrix processes personal data on the Client’s behalf and sets out the parties’ obligations under Article 19 of the Data Protection (Jersey) Law 2018 and other applicable data protection laws (“Applicable Law”). If there is a conflict about processing personal data on the Client’s behalf, this DPA takes precedence over the Survey T&Cs.

1.2 For the Personal Data described in Appendix A, the Client acts as controller and Polymetrix as processor, to the extent that Polymetrix processes it on the Client’s behalf. Polymetrix acts as an independent controller for its own client contacts, portal accounts and security records, as explained in its Privacy Notice.

1.3 This DPA does not prevent Polymetrix from producing and using genuinely anonymous, aggregated benchmarking results as permitted by the Survey T&Cs.

2. Instructions and responsibilities

2.1 Polymetrix will process Personal Data only on the Client’s documented instructions, including the instructions contained in the Survey T&Cs and this DPA, unless required otherwise by law. These instructions cover receiving, storing, analysing, reporting and securely making data available through Polymetrix Insights, including combining data to prepare aggregated benchmark statistics, and preparing any bespoke reports the Client requests.

2.2 The Client is responsible for ensuring that it may lawfully provide the Personal Data, for giving any notices required to its staff and directors, and for the accuracy and appropriate pseudonymisation of the data it submits. The Client must not submit names or other direct identifiers unless separately agreed.

2.3 Polymetrix will inform the Client without undue delay if, in its opinion, an instruction infringes Applicable Law. Instructions outside the agreed services may require separate arrangements or reasonable additional charges.

3. Confidentiality and security

3.1 Polymetrix will keep the Personal Data confidential and ensure that personnel authorised to access it are subject to confidentiality obligations.

3.2 Polymetrix will use appropriate technical and organisational safeguards for the risks involved, including, where applicable, secure transmission and storage, access permissions, authentication, backup and recovery procedures, security monitoring and incident response. Polymetrix will provide a reasonable summary of its safeguards on request.

3.3 Client-specific underlying remuneration data will be accessible only to authorised users of that Client and authorised Polymetrix personnel or service providers with a legitimate need to access it. Data from different clients may be held in shared infrastructure, provided effective access controls prevent one client from viewing another client’s underlying data. Only appropriately aggregated benchmarking information may be made available to other participating clients.

4. Sub-processors and international transfers

4.1 The Client gives general authorisation for Polymetrix to use the sub-processors listed in Appendix B and to appoint or replace sub-processors reasonably required to provide the services. Polymetrix will notify the Client of material additions or replacements before they take effect. The Client may object on reasonable data protection grounds within 10 business days; the parties will discuss a practical solution in good faith.

4.2 Polymetrix will require sub-processors who process Personal Data to be bound by written obligations providing substantially equivalent protection to this DPA, as applicable to their services. Polymetrix remains responsible to the Client for its sub-processors' performance of those obligations.

4.3 Where Personal Data is accessed, stored or transferred outside Jersey, Polymetrix will comply with Applicable Law and use any required transfer safeguards. The location of cloud hosting, backup or support services and further details of the safeguards will be provided on reasonable request.

5. Requests, incidents and compliance assistance

5.1 If Polymetrix receives a request from an individual relating to Personal Data processed on the Client's behalf, it will promptly refer that request to the Client, unless legally required to respond. Polymetrix will reasonably assist the Client in dealing with rights requests, security obligations, data protection impact assessments and any required regulatory consultation, taking account of the processing and information available to it.

5.2 Polymetrix will notify the Client without undue delay after becoming aware of a personal data breach affecting the Personal Data and provide available information and reasonable assistance to help the Client meet its obligations. Polymetrix will take reasonable steps to investigate and contain the incident.

5.3 Polymetrix will make available information reasonably necessary to demonstrate compliance with this DPA. Any audit will be arranged on reasonable notice during business hours, in a way that protects other clients' information and avoids unreasonable disruption.

6. Retention, return and deletion

6.1 Polymetrix will retain Personal Data only for as long as reasonably required for the services or a permitted legal purpose, having regard to the Survey T&Cs and its retention practices. On expiry or termination of the services, or on the Client's written request, Polymetrix will return or delete Personal Data processed on the Client's behalf within a reasonable period, unless Applicable Law requires it to be retained.

6.2 Deletion from secure backups follows the normal backup cycle. Any retained Personal Data will remain protected and will not be used for unrelated purposes. This clause does not require deletion of genuinely anonymised aggregated benchmarking results which cannot reasonably identify individuals.

7. General

7.1 The liability provisions in the Survey T&Cs apply to this DPA, to the extent permitted by Applicable Law. Nothing in this DPA limits obligations or liability that cannot lawfully be limited.

7.2 This DPA is governed by Jersey law and the courts of Jersey have exclusive jurisdiction over disputes arising from it.

Appendix A — Details of the Processing

Subject matter and duration	Remuneration survey and benchmarking services
Polymetrix Limited Data Processing Agreement	

	for the Client's participation and any lawful retention period.
Nature and purpose	Receiving, securely hosting, storing, validating, analysing and reporting pseudonymised remuneration information; preparing aggregated benchmarks and any bespoke reports the Client requests; providing authorised portal access and related support.
Types of Personal Data	Staff: Client reference number, gender, job/job level and remuneration and benefits information. Directors: assigned reference number, gender, job title and remuneration and benefits information. Only fields actually requested by Polymetrix should be submitted.
Data subjects	Staff and directors whose information the Client includes in the survey.
Special category data	None intended or requested. The Client must not submit special category data unless expressly agreed in writing.
Processing location	Microsoft Azure in the UK (UK South region, London) and approved sub-processors listed in Appendix B. Further details of hosting regions and transfer safeguards are available on request.

Portal user account details and Polymetrix's own business contact records are handled under the Polymetrix Privacy Notice and are not part of this DPA.

Appendix B — Approved Sub-processors

Provider	Service
Microsoft Azure	Cloud hosting, storage and backups in the UK, and Azure OpenAI in the EU where the optional assistant is used.
Sentry	Application error and performance monitoring.
Our technology partner	Builds, supports and maintains the portal and loads submitted data into it, through Polymetrix-managed accounts protected by multi-factor authentication.
Provider of our existing survey system	Hosts our existing survey system until it is shut down after the portal launches. The data in it is then deleted.