

Controller-to-Controller Data Sharing Addendum

(for SaaS Reseller Arrangements)

Last Updated: 5 February 2026

This Data Sharing Addendum (the **Addendum**) forms part of the WorXflo SaaS Reseller Agreement (and any related documentation), as amended from time to time (the **Reseller Agreement**), between you (the Reseller) and WorXflo.

All capitalised terms not defined in this Addendum have the meaning set out in the Reseller Agreement.

1. Purpose and Status of the Parties

1.1 This Addendum governs the sharing of personal data between the Parties in connection with the Reseller's marketing, promotion, and resale of the Provider's SaaS services ("Services").

1.2 Each Party acts as an independent controller when processing personal data under this Addendum. Nothing in this Addendum creates a controller-processor relationship.

1.3 The Parties do not jointly determine purposes or means of processing and therefore are not joint controllers.

2. Categories of Personal Data Shared

2.1 The Reseller may share the following categories of personal data with the Provider:

- Customer contact details (name, email, phone number)
- Organisation details (company name, role, department)
- Subscription or licence information
- Information provided for account provisioning

2.2 The Provider may share the following categories of personal data with the Reseller:

- Subscription status
- Usage or engagement summaries (aggregated or high-level only)
- Customer account identifiers
- Information necessary for commission calculation or customer relationship management

2.3 Neither Party intends to share special category data. If such data is inadvertently shared, the receiving Party must notify the other and delete it unless a lawful basis for retention exists.

3. Purpose of Data Sharing

3.1 The Parties may share personal data solely for:

- Provisioning and managing customer accounts
- Supporting customer onboarding
- Managing the commercial reseller relationship
- Commission calculation and reporting
- Customer relationship management
- Compliance with legal obligations

3.2 Neither Party may use shared personal data for:

- Unrelated marketing without a valid lawful basis
- Profiling beyond what is necessary
- Any purpose inconsistent with applicable data protection laws

4. Lawful Basis and Transparency

4.1 Each Party is responsible for ensuring it has a valid lawful basis for collecting and sharing personal data.

4.2 Each Party must provide appropriate privacy notices to data subjects.

4.3 Each Party warrants that it will not share personal data unless it has complied with all transparency and consent requirements.

5. Security Measures

5.1 Each Party must implement appropriate technical and organisational measures, including:

- Encryption in transit
- Access controls and authentication
- Logging and monitoring
- Secure storage

- Staff training
- Incident response procedures

5.2 Each Party must ensure that only authorised personnel have access to shared personal data.

6. International Transfers

6.1 If either Party transfers personal data outside the UK or EEA, it must ensure appropriate safeguards are in place.

6.2 Neither Party may transfer shared personal data internationally in a way that would cause the other Party to breach applicable laws.

7. Data Subject Rights

7.1 Each Party is independently responsible for responding to data subject rights requests.

7.2 Where a request relates to shared personal data, the Parties will cooperate reasonably.

8. Personal Data Breaches

8.1 Each Party must notify the other without undue delay if a personal data breach affects shared personal data.

8.2 The Parties will cooperate to assess, mitigate, and determine notification obligations.

8.3 Each Party remains independently responsible for its own regulatory notifications.

9. Retention and Deletion

9.1 Each Party must retain shared personal data only as long as necessary.

9.2 Upon termination of the Reseller Agreement, each Party must delete or anonymise shared personal data unless required by law.

10. Liability

10.1 Each Party is independently responsible for its own compliance.

10.2 Neither Party is liable for the other Party's processing unless caused by a breach of this Addendum.

11. Governing Law

This Addendum is governed by the laws of England and Wales.

12. Order of Precedence

If there is a conflict between this Addendum and the Reseller Agreement, this Addendum prevails.