

Good Energy supplier data protection policy

Protecting personal data is very important to Good Energy. This policy statement sets out GE's requirements for its suppliers on handling personal data and keeping it secure.

1. DEFINED TERMS AND ROLES

For the purposes of this policy defined terms and phrases are to be interpreted in the context of the General Data Protection Regulation (2016/679), the Data Protection Act 2018 and any other similar national data protection legislation including any subsequent legislation ("**Data Protection Legislation**"):

"**Customer Data**" means personal data originating from GE about its customers, employees or contacts;

"**EEA**" means the European Economic Area;

"**GE**" means the relevant Good Energy group company;

"**Model Clauses**" means the standard contractual clauses for the transfer of personal data to a processor outside of the EEA in the form adopted by the European Commission from time to time; and

"**Supplier**" means GE's counterparty in the relevant contract for the delivery of goods and/or services.

Obligations imposed on the Supplier apply equally to any authorised sub-contractors of the Supplier, however, sub-contracting will not relieve any Supplier of its responsibilities or liability under this policy.

2. SUPPLIER OBLIGATIONS

Where GE is the Data Controller and the Supplier is the Data Processor of any Customer Data, the Supplier's obligations are:

- (a) to process Customer Data only in accordance with: (a) its obligations under Data Protection Legislation; (b) GE's instructions; (c) its contract(s) with GE; and (d) insofar as is necessary for providing the services to GE in accordance with such contract(s);
- (b) not to allow Customer Data to be accessed, received or processed by sub-contractors without: (a) GE's written consent; and (b) a written contract in place between the Supplier and the sub-contractor reflecting this policy;
- (c) not use or allow any third party to use any Customer Data other than for GE's benefit and in accordance with the terms of its contract(s) with GE;
- (d) not to process Customer Data outside of the EEA or allow it to be processed outside of the EEA: (a) without GE's written consent; or (b) unless the Supplier or its sub-contractors have entered into Model Clauses with GE regarding the processing of the Customer Data;

- (e) to take all reasonable measures to keep Customer Data secure and confidential and to protect the Customer Data against accidental loss or unlawful destruction, alteration, disclosure or access;
- (f) to provide appropriate information and assistance to GE on reasonable prior notice on any data-related audits or investigations of data handling, security or data breaches;
- (g) only to disclose Customer Data on a need-to-know basis to personnel who are: (a) directly involved in delivery of the services to GE; (b) made aware that the data is personal and is, and must be kept, confidential; and (c) have undertaken training in the laws relating to handling personal data;
- (h) to notify GE at legalandcontracting@goodenergy.co.uk as soon as reasonably practicable and in any event within 24 hours in the case of any breach of these obligations or other personal data breach and to provide such information and assistance as is reasonably required by GE to respond to such breach and/or notify the breach to the Information Commissioner and/or data subjects;
- (i) to notify GE promptly of any communications relating to Customer Data from a data subject, including any data subject access requests or complaints and to provide GE with provide GE with such information and assistance as is reasonably required to respond to and resolve the request or complaint;
- (j) to notify GE promptly if it becomes aware that it will not be able to comply with the requirements of this policy or any applicable data protection legislation, following which GE may terminate its contract with the Supplier immediately; and
- (k) on termination of its contract with GE or at any time on GE's request to return Customer Data or to destroy it, and confirm destruction in writing, as instructed by GE.

Where the Supplier is the Data Controller and is to transfer data to GE as Data Controller, the Supplier's obligations are:

- (a) to ensure that it has legitimate grounds for the processing of personal data;
- (b) to provide such assistance as is reasonably required to enable GE to comply with subject rights requests within the time limits imposed by the Data Protection Legislation; and
- (c) ensure that it provides clear and sufficient information to the data subjects of the purposes for which it will process their personal data, the legal basis for such purposes and such other information.

3. LIABILITY AND INDEMNITY

If any Customer Data is lost or corrupted as a result of any act or omission of the Supplier or any of its sub-contractors, the Supplier shall restore the Customer Data at its own expense and the Supplier shall indemnify GE for all costs and expenses which GE may incur as a result of such loss or corruption of Customer Data.

4. GE OBLIGATIONS

Any personal data relating to the Supplier or its employees, customers or contacts which GE receives will be handled in accordance with GE's privacy policy (available at www.goodenergy.co.uk/privacy-policy/).