

ZENDESK GROUP

UK BCR SUMMARY

Zendesk has approved binding corporate rules for Processors (the “EU BCR-P”) and Controllers (the “EU BCR-C”) (the EU BCR-P and EU BCR-C are collectively referred to as “EU BCRs”), which are a recognized standard in the EU providing adequate protection of Personal Data in multinational companies. The EU BCRs were reviewed and approved by the Irish Data Protection Commission as Zendesk’s supervisory authority. You have a right to easy access to the UK BCRs. A copy of Zendesk’s EU BCRs and this UK BCR Summary, are maintained and readily available at

<https://www.zendesk.com/company/agreements-and-terms/binding-corporate-rules/>.

Zendesk has entered into the UK BCR-C Addendum and UK BCR-P Addendum (together “UK BCR Addenda”). The UK BCR Addenda is a formal legal mechanism which extends the scope of the EU BCRs to include transfers of Personal Data (“Transferred Data”) from the UK. Together, the EU BCRs, the UK BCR Addenda, and this UK BCR Summary form Zendesk’s UK BCRs (“UK BCRs”). Further information about the UK BCR addendum process is available on the UK Information Commissioner’s Office (“ICO”) website at <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/guide-to-binding-corporate-rules/a-uk-bcr-addendum/>

The purpose of this UK BCR summary is to provide information to: (i) individuals whose Personal Data is transferred under the UK BCRs so that they know how their information is processed, what rights they have under the UK BCRs and how to enforce them, and (ii) in the case of the UK BCR-P Addendum only, Third Party Exporters. Third Party Exporters are defined as (a) any third party to the UK BCR Addenda only in so far as it has an agreement with a BCR Member which explicitly sets out that the third party may rely on the UK BCR-P Addendum as its Article 46 UK GDPR transfer mechanism; or (b) any Controller of the Transferred Data.

Contact details for queries about Zendesk’s UK BCRs, including from Third Party Exporters	For all queries about Zendesk’s UK BCRs, EU BCRs or about Zendesk privacy matters generally, you can contact Zendesk’s Global Privacy Office at privacy@zendesk.com. If by post: Any individual or Third Party Exporter (<i>when referencing the UK BCR-P</i>) may raise a data protection question about Zendesk’s UK BCRs by contacting privacy@zendesk.com, or by post addressed to Zendesk UK Limited, 30 Eastbourne Terrace, London, W2 6LA, UK c/o Zendesk, Inc., 181 Fremont Street, San Francisco, California 94105, United States (to the attention of the Chief Privacy Officer).
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Description of data transfers covered by Zendesk's UK BCRs	Zendesk describes the categories of Personal Data, type of processing, and categories of data subjects as follows: Controller BCRs: 1. Rule 2 of Zendesk's BCRs set the foundation for its Fair Information Disclosures set out in Appendix 12. Section 5 of the Fair Information Disclosures, Material Scope of Transfers provides specific detail on the categories of Personal Data, type and purpose of processing, and third countries where Personal Data may be transferred for the following main types of processing: a. Website visitors, event participants, potential customers and customers. b. Employee and Contractor Personal Data. c. Third Party Suppliers and Business Partners. 2. Consistent information can also be found in Zendesk's Privacy Notice at: https://www.zendesk.com/company/agreements-and-terms/privacy-notice/ and Zendesk's BCRs at: https://www.zendesk.com/company/agreements-and-terms/binding-corporate-rules/. Processor BCRs: 1. As a Processor of Personal Data on behalf of Zendesk customers, Zendesk assists its customers in fulfilling their duties as controllers of Personal Data. In the Introduction to the EU BCR-P, Zendesk provides an overview of typical processing activities: Zendesk process personal data for Zendesk business activities (such as, products and services management, analysis and monitoring, marketing activities, customer support, training and other individualized services Zendesk provides its customers), employment administration (including, but not limited to, carry out HR management, payroll, training, recruitment, performance evaluations and analysis, health and safety processing, reporting, physical, network and devices security, strategic projects and transactions, and other HR processing) and vendor management (such as, supply/services and business continuity management). As such, the personal data to which this applies includes: a. Customer Relationship Management (CRM) and other business management data about Zendesk's current, former and prospective customers (and their representatives), including but not limited to personal, contact and financial details, marketing preferences and other personal data exchanged in the course of regular business. b. human resources data about Zendesk staff members, including but not limited to, employment and evaluations records, identifiers, salary and training details, qualifications, benefits and other HR management-related information, and c. vendor data about Zendesk 's current, former and prospective suppliers and service providers (and their representatives), including, but not limited to contact details, financial details, customer (company) details, and other business related information. 2. Zendesk processes Personal Data on behalf of its customers who use Zendesk Services in accordance with its agreements with such customers, including data processing agreements. While customers have the control over what types of
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	Personal Data processing they employ pursuant to their unique use cases of Zendesk Services, typical processing activities include: - Data Subjects: employees (including contractors and temporary employees), relatives of employees, customers, prospective customers, service providers, business partners, vendors, end users, advisors of customer. - Categories of Personal Data: first and last name, email address, title, position, employer, contact information (company, email, phone numbers, physical address), date of birth, gender, communications (telephone recordings, voicemail, metadata), and customer service information. - Types of Processing depends upon which Zendesk Service is used and customer's unique use case: process and fulfill transactions, receive support requests and other inquiries, communicate with customers and end users, diagnose and track service and quality issues, analytics and reporting, automated ticket routing, AI powered communications, such as Answer Bot for frequently asked questions, intelligent triaging to categorize requests to expedite processing, dissemination of knowledge management articles and collection of customer satisfaction surveys and feedback. Zendesk provides a customer service and engagement platform ("Services") that can be used internally for employee ticketing requests as well as externally for customer service and engagement activities. As a platform provider, Zendesk does not dictate what types of processing its customers may engage in when using Zendesk Services, as each customer may have its own unique use case. The UK BCRs cover both automated and manual types of processing.	
List of countries where Personal Data is transferred to under Zendesk's UK BCRs	The countries where UK Personal Data is transferred to other Zendesk Group Members under Zendesk's UK BCRs are listed in Appendix 1 of both the EU BCR-C and the EU BCR-P. As a Processor, Zendesk also maintains a current list of sub-processors on its website: https://support.zendesk.com/hc/en-us/articles/4408883061530-Sub-processor-Policy The countries are as follows:	
	Australia Belgium Brazil Canada Denmark Estonia Finland France Germany India Ireland Italy	Japan Mexico Netherlands Philippines Poland Portugal Serbia Singapore South Korea Spain Sweden United Kingdom United States

The rights of individuals whose Personal Data is transferred under the UK BCRs, including third party beneficiary rights, and the means to exercise those rights	Individual Rights <u>Complaints</u>: Individuals may complain to a Group Member and/or to the Information Commissioner in accordance with the Complaints Handling Procedure at Appendix 6; <u>Proceedings</u>: Individuals may commence proceedings against a Group Member for violations of the Processor Policy, in accordance the Complaints Handling Procedure at Appendix 6; <u>Compensation</u>: Individuals who have suffered material or non-material damage as a result of an infringement of the Processor Policy have the right to receive compensation from Zendesk for the damage suffered. <u>Transparency</u>: Individuals also have the right to be informed of all changes to the Policies and to the list of Group Members bound by the Policies, and to obtain a copy of the Processor Policy on request at privacy@zendesk.com. A copy of Zendesk’s EU BCRs and this UK BCR Summary, are maintained and readily available at https://www.zendesk.com/company/agreements-and-terms/binding-corporate-rules/. For more detail on exercising these rights, you may consult the following sections: • Part I, Introduction: “How to Raise Questions or Concerns” • Rule 10, “Data Protection Rights” • Part IV, “Third Party Beneficiary Rights” • Appendix 2: “Data Protection Rights Procedure” Individuals’ Third Party Beneficiary Rights - UK BCR-P In particular for the UK BCR-P, individuals may exercise the above rights conditioned upon: <i>When Zendesk acts as a Processor, the right to pursue effective remedies against Zendesk apply only if either (i) the requirements at stake are specifically directed at Zendesk as a processor, or (ii) the individuals cannot bring a claim against a Zendesk Customer because:</i> <i>the Customer has factually disappeared or ceased to exist in law or has become insolvent; and</i> <i>no successor entity has assumed the entire legal obligations of the Customer by contract or by operation of law.</i>
Responsibility towards the controller	Zendesk UK Limited maintains responsibility for ensuring that all Zendesk Group Members comply with the UK BCR-C, specifically: <i>All Group Members and their staff will comply with, and respect, this Controller Policy when processing personal data as a controller, irrespective of the country in which they are located.</i> <i>In particular, all Group Members who process personal data as a controller will comply with:</i> <i>the rules set out in Part II of this Controller Policy;</i> <i>the practical commitments set out in Part III of this Controller Policy;</i>

	<i>the third party beneficiary rights set out in Part IV of this Controller Policy; and</i> <i>the policies and procedures appended in Part V of this Controller Policy.</i> Zendesk UK Limited maintains responsibility for ensuring that all Zendesk Group Members comply with the UK BCR-P, specifically, <i>All Group Members and their staff will comply with, and respect, this Processor Policy when processing personal data as a processor, irrespective of the country in which they are located.</i> <i>In particular, all Group Members who process personal data as a processor will comply with:</i> <i>the rules set out in Part II of this Processor Policy;</i> <i>the practical commitments set out in Part III of this Processor Policy;</i> <i>the third party beneficiary rights set out in Part IV of this Processor Policy; and</i> <i>the policies and procedures appended in Part V of this Processor Policy.</i>
How to complain to Zendesk Group Members	Details of how to complain to Zendesk Group Members about the UK BCRs are as set out in Appendix 6 “Complaint Handling Procedure” <i>Zendesk Group Members will enable individuals to raise data protection complaints and concerns (including complaints about processing under this Controller Policy) by complying with the Complaint Handling Procedure (see Appendix 6). Group Members accept that data subjects may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) GDPR.</i> <i>Any individual or Third Party Exporter (when referencing the UK BCR-P) may raise a data protection question, concern or complaint by contacting privacy@zendesk.com, or by post addressed to</i> <i>Zendesk UK Limited, 30 Eastbourne Terrace, London, W2 6LA, UK</i> <i>c/o Zendesk, Inc., 181 Fremont Street, San Francisco, California 94105, United States (to the attention of the Chief Privacy Officer).</i>
How to complain to the UK Information Commissioner’s Office about Zendesk’s UK BCRs	Individuals have the right to make a complaint about Zendesk’s UK BCRs to the ICO - for more information please see https://ico.org.uk/for-the-public/how-to-make-a-data-protection-complaint/ Information Commissioner’s Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF Telephone: 0303 123 1113 Textphone: 01625 545860 Monday to Friday, 9am to 4:30pm
How to bring a claim in the UK courts against Zendesk for redress and,	The individual court systems provide guidance on how to bring a claim in England and Wales, Scotland and Northern Ireland. Citizens Advice provides information on taking legal action in England and Wales, Scotland and Northern Ireland.

where appropriate, compensation for a breach of the UK BCR Addenda	Finally, you can find further information at: • www.justice.gov.uk (England and Wales) • www.scotcourts.gov.uk (Scotland) • www.courtsni.gov.uk (Northern Ireland)
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APPENDIX: FORM DEED OF ACCESSION

Schedule 4: Form of Deed of Accession

This Deed of Accession is made on [insert date] 20[]

Between:

1. [], a company registered in [] with registration number: [], whose registered office is at [] (the "**Acceding Entity**"); and
2. Zendesk UK Limited, a company registered in the United Kingdom ("**UK**"); registered number 07622459) whose principal place of business is at 30 Eastbourne Terrace, London, W2 6LA, UK ("**Zendesk**"), on its own behalf and on behalf of all the other parties to the Intra-Group Agreement.

Whereas:

(A) This Deed of Accession operates to vary the Intra-Group Agreement made between (1) Zendesk, (2) the UK Entities; and (3) the Non-UK Entities (the "**IGA**") by admitting the Acceding Entity as an additional Party to the IGA.

(B) Under Clauses 2 and 3 of the IGA, Zendesk has authority to enter into a Deed of Accession with a new party on behalf of all the Parties (as defined in the IGA).

(C) The Acceding Entity wishes to become an additional Party to the IGA and has agreed to accede to the IGA on and subject to the terms and conditions set out in this Deed of Accession.

It is agreed as follows:

1. Definitions and interpretation

1.1 Words and expressions defined in the IGA will have the same meanings when used in this Deed of Accession.

2. Accession of the Acceding Entity

2.1 Zendesk (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Acceding Entity as an additional Party under the IGA with effect from the date of this Deed of Accession.

2.2 The Acceding Entity undertakes to Zendesk to observe and be bound by all the terms of the IGA with the intent and effect that the Acceding Entity will be an additional Party to the IGA with effect from the date of this Deed of Accession as if the Acceding Entity was defined in the IGA as a Party. For the avoidance of doubt, the Acceding Entity will not make any transfers of Personal Information outside of the UK unless and until it has fulfilled all of the requirements of the IGA (including the Binding Corporate Policies attached to the IGA).

2.3 Save as specifically varied by including reference to the Acceding Entity in the list in Schedule 1 or 2 of the IGA (as appropriate), the IGA will continue and remain in full force and effect and the IGA and this Deed of Accession will be read and construed as one document.

2.4 This Deed of Accession also serves as an addendum to the Policies as defined in the IGA. By signing this Deed of Accession, the Parties also agree to accede to the Policies.

3. Counterparts

3.1 This Deed of Accession may be executed in counterparts and both of those counterparts taken together will be deemed to constitute one and the same instrument.

In witness this Deed of Accession has been executed as a deed and delivered on the date appearing at the date appearing above.

SIGNED as a **DEED** by *[full name of individual]* for and on behalf of *[entity name]* in the presence of:

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Signature

Signature of witness.....

Print name.....

Address.....

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Occupation.....

SIGNED as a **DEED** by *[full name of individual]* for and on behalf of Zendesk in the presence of:

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Signature

Signature of witness.....

Print name.....

Address.....

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Occupation.....