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Data Processing Agreement

This Data Processing Agreement ("Agreement") dated XX/XX/XXXX is made between [insert Data Controller name] ("Data Controller") and [insert Data Processor name] ("Data Processor").

1 BACKGROUND

Data Controller and Data Processor have entered into an agreement ("Service Agreement") under which Data Processor provides [Description of the Services that will be provided] ("Services") to Data Controller. In providing the Services, Data Processor will process personal data on behalf of Data Controller. The parties are entering this Agreement to comply with data protection laws applicable to the processing of personal data by Data Processor on behalf of Data Controller.

2 DEFINITIONS

1. "Data Protection Laws" means all applicable laws relating to data protection and privacy that are applicable to the processing of Personal Data under the Agreement, including the GDPR.
2. "GDPR" means the EU General Data Protection Regulation 2016/679.
3. "Personal Data" means any personal data processed by Data Processor on behalf of Data Controller in providing the Services, as described in Schedule 1.
4. "Sub-Processor" means any third party engaged by Data Processor to process Personal Data.

3 PROCESSING OF PERSONAL DATA

3.1 Roles of the Parties

Data Controller retains control of the Personal Data and remains responsible for ensuring compliance with Data Protection Laws. Data Processor will only process Personal Data in providing the Services, as instructed by Data Controller.

3.2 Details of Processing

The details of processing are set out in Schedule 1. Data Controller can make reasonable amendments to Schedule 1 on written notice to Data Processor.

3.3 Compliance with Laws

Each party will comply with its respective obligations under Data Protection Laws.



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4 DATA PROCESSOR OBLIGATIONS

4.1 Instructions

Data Processor will only process Personal Data as instructed by Data Controller, including regarding transfers of Personal Data outside the EU, unless required by law to act otherwise.

4.2 Confidentiality

Data Processor will ensure Personnel authorized to process Personal Data are under appropriate confidentiality obligations.

4.3 Security

Data Processor will implement technical and organizational measures to protect Personal Data, detailed in Schedule 2. Data Processor may update these measures but will not decrease security.

4.4 Data Subject Rights

Data Processor will assist Data Controller in responding to requests to exercise data subject rights under Data Protection Laws.

4.5 Personal Data Breaches

Data Processor will notify Data Controller of any unauthorized access to Personal Data promptly after becoming aware.

4.6 Audits

Data Processor will make information available to Data Controller to demonstrate compliance with this Agreement.

4.7 Return/Deletion

Upon termination of the Service Agreement, Data Processor will delete or return Personal Data to Data Controller, at Data Controller's option (unless continued retention is required by law).

5 SUB-PROCESSING

Authorization

Data Controller authorizes Data Processor to engage Sub-Processors, provided Data Processor enters a written agreement imposing the same obligations in this Agreement.

5.1 Liability

Data Processor remains liable for Sub-Processors' acts and omissions, including breach of this Agreement.



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5.2 International Transfers of Personal Data

Data Processor will only transfer Personal Data outside the EU with Data Controller's prior written consent and appropriate safeguards under Data Protection Laws.

6 LIABILITY

Data Processor will indemnify Data Controller against claims, liabilities, costs, expenses and losses suffered by Data Controller arising from Data Processor's breach of this Agreement.

7 HANDLING CONFIDENTIAL INFORMATION

The parties understand and acknowledge that, in fulfilling their obligations under this Agreement, they may need to share information with each other that is confidential and proprietary. The parties agree to the following protective measures for this shared confidential information.

7.1 Definition

"Confidential Information" means non-public information disclosed by a party (the "Disclosing Party") under this Agreement that is:

1. identified as "confidential" at the time of disclosure, or
2. information that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.

7.2 Protection

The party receiving Confidential Information (the "Receiving Party") will not disclose the Disclosing Party's Confidential Information, except to employees, affiliates, agents, or professional advisors who need to know it and who have agreed in writing to keep it confidential. The Receiving Party will use reasonable care to protect the Disclosing Party's Confidential Information and will use at least the same degree of care that it uses for its own Confidential Information.

7.3 Exclusions

Confidential Information does not include information that: (a) was known to the Receiving Party prior to receipt from the Disclosing Party; (b) is or becomes public knowledge through no fault of the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.4 Disclosure Required by Law

The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over the Receiving Party. Before making any such disclosures, the Receiving Party must give the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy. In making any



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disclosures, the Disclosing Party must limit its disclosure to only such Confidential Information as is required by the governmental entity.

7.5 Return of Confidential Information

Upon termination or expiration of this Agreement, the Receiving Party will promptly either:

1. return to the Disclosing Party, or
2. destroy

all copies of the Disclosing Party's Confidential Information that are in the Receiving Party's possession or control.

8 TERM AND TERMINATION

8.1 Term

This Agreement will continue in force until termination of the Service Agreement.

8.2 Survival

Data Processor's obligations related to returning or deleting Personal Data will survive termination of this Agreement until fulfilled.

9 CONTACT DETAILS

The contact details of each party for notices under this Agreement are as set out in the Service Agreement.

10 GENERAL PROVISIONS

10.1 Entire Agreement

This written Agreement is the final agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

10.2 Amendments Must Be In Writing

Any amendment to this Agreement must be made in writing and signed by both parties.

10.3 Governing Law

This Agreement will be governed under the laws of [State/Country].

10.4 Severability

If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

[Data Processor Legal Name]

By: _____

[Name of Officer]

[Title of Officer]

Date: _____

[Data Controller Legal Name]

By: _____

[Name of Officer]

[Title of Officer]

Date: _____



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