



Data Processing Agreement

This Data Processing Agreement (“**Agreement**“) forms part of the Contract for

Services (“**Principal Agreement**“) between

_____, a company incorporated in _____

(registration number _____) having its registered office at

(the “**Company**“) and

Consent Kit, Ltd, a company incorporated in England and Wales (registration number 11960970) having its registered office at Federation House, 2 Federation St, Manchester, M4 4BF.

(the “**Data Processor**“)

(together as the “**Parties**“)

WHEREAS

(A) The Company acts as a Data Controller.

(B) The Company wishes to subcontract certain Services, which imply the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all Schedules;

1.1.2 "Company Personal Data" means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 "Contracted Processor" means a sub-processor;

1.1.4 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of United Kingdom and any other country;

1.1.5 "EEA" means the European Economic Area;

1.1.6 "EU Data Protection Laws" means the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "GDPR" means EU General Data Protection Regulation 2016/679;

1.1.8 "Data Transfer" means:

1.1.8.1 a transfer of Company Personal Data from the Company to the Data Processor or a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

1.1.9 “Services” means the management of informed consent services the Data Processor provides.

1.1.10 “Subcontracted Processor” means any person appointed by or on behalf of the Data Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

2.1 Data Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not Process Company Personal Data other than on the relevant Company’s documented instructions.

3. Data Processor Personnel

The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Data Protection Laws in the context of that individual’s duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, the Data Processor shall take account in particular the risks that are presented by Processing, in particular regarding a Personal Data Breach.

5. Subprocessinging

5.1 The Company grants a general authorization to the Data Processor to appoint, as Contracted Processors, third party data center operators, and outsourced marketing, business, engineering and the Customer support providers as sub-processors to support the performance of the Services.

5.2. The Data Processor will maintain a list of Contracted Processors on its Privacy Policy and will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Personal Data. If the Company has a reasonable objection to any replacement sub-processor, it shall notify the Data Processor of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith. The consent of the Company cannot be withheld without justification.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, the Data Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 The Data Processor shall:

6.2.1 promptly notify the Company if it receives a request from a Data Subject under any Data Protection Laws in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of Company or as required by Data Protection Laws to which the Data Processor is subject, in which case the Data Processor shall to the extent permitted by the Data Protection Laws inform the Company of that legal requirement before the Data Processor responds to the request.

7. Personal Data Breach

7.1 The Data Processor shall notify the Company without undue delay upon the Data Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing the Company with sufficient information to allow the Company to meet any obligations to report or inform the Supervisory Authority or the Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 The Data Processor shall cooperate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

8.1 The Data Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Laws, in each case solely in relation to Processing of Company Personal Data by, and taking into account, the nature of the Processing and information available to the Data Processor.

9. Deletion or return of Company Personal Data

9.1 Subject to this section 9 the Data Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), return or delete and procure the deletion of all copies

of those Company Personal Data, unless if part of such Company Personal Data shall be kept for compliance with legal and regulatory requirements

10. Audit rights

10.1 The DataProcessor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data. The costs of the audits and inspections shall be borne by the Company.

10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws.

11. Data Transfer

11.1 The Data Processor may not transfer or authorize the transfer of the Company Personal Data to countries outside the EU and/or the European Economic Area (EEA) without the adequate safeguards in place. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

12.1 The Data Processor liability under or in connection with this Agreement is subject to the limitations on liability contained in the Principal Agreement.

12.2 **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law;

(b) the relevant information is already in the public domain.

12.3 **Notices.** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of England and Wales.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

Company

Signature _____

Name: _____

Title: _____

Date Signed: _____

Data Processor

Signature _____

Name _____

Title _____

Date Signed _____

Annex 1

Details of the Company Personal Data and Processing

(a) The personal data comprises in relation to the Company:

- First name
- Last name
- Email address
- IP address

(b) The duration of the processing will be: until the earliest of (i) expiry/termination of the Principal Agreement, or (ii) the date upon which Processing is no longer necessary for the purposes of either party performing its obligations under the Principal Agreement (to the extent applicable);

(c) The Processing will comprise: Processing necessary to provide the Services to the Company, pursuant to the Principal Agreement;

(d) The purpose(s) of the Processing is: Necessary for the provision of the Services;

(e) Company Personal Data may concern the following data subjects:

- User
- Participant