



# Data Processing Agreement

Data Processing Agreement between:

Customer: .....

.....

(Data Controller)

And

Service Works Global Ltd

(Data Processor)



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## 1. Background, Purpose and Definitions

The parties to this Data Processing Agreement have entered into an agreement ("Agreement") for the provision of agreed services. The Data Controller determines the purpose and aims for treatment in accordance with current legislation on the processing of personal data. The Data Processor processes personal information on behalf of the Data Controller.

This Data Processing Agreement governs Data Processor's rights and obligations to ensure that all processing of Personal Data is in accordance with applicable laws governing the processing of personal data.

The Data Processor will handle Personal Data in one or more of the following ways: (Examples)  
Storage of data, archiving, server and hosting services in accordance with the agreement.

Data Processor may have access to the following personal information: (Examples)

- Employees: Name, address, contact details
- Customers: Name, Address, Contact Information, Credit Reviews, Purchase History,
- Suppliers/Contractors: Name, address, contact details, skills

Processing of Personal Data (as defined below) is subject to requirements and obligations pursuant to law when Data Controller represents a business established in the European Economic Area (EEA), relevant legislation on the processing of personal data will be EU Directive 95/46 / EC ("the Directive") and all relevant national legislation. This Data Processing Agreement meets the requirements of the Data Protection Act 1998 and the current EU Regulation 2016/679 dated 27.4.2016 (the 'Regulation'). The Parties agree to revise this Data Processing Agreement to the extent required by any mandatory new requirements pursuant to EU Regulation 2016/679, Revised Communications Protection ("ePrivacy") and relevant English law.

"Personal Information" shall mean Information and assessments that may be identified to an individual as defined in current legislation.

"Processing" of Personal Data shall mean any use of personal information, such as collection, registration, assembly, storage and compilation, transmission or a combination of such uses, as defined in current legislation.

"Third Country" shall mean non-EU countries that are not deemed to ensure adequate level of protection for Personal Data.



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## 2. Data Processor's Commitments

### 2.1. Compliance With Applicable Laws

Data Processor shall comply with all regulations regarding the protection of personal data provided for in this Data Processing Agreement and in applicable law. The Data Processor shall assist the Data Controller in ensuring and documenting that the Data Controller complies with its obligations under applicable law on the processing of personal data.

The Data Processor shall comply with the Instructions and practices provided by the Data Controller with regard to Processing of Personal Data, unless otherwise provided by applicable law. In that case, the Data Processor shall notify the Data Controller of the reason that the instruction cannot be followed unless such notification is not allowed due to the protection of important interests to society or the community.

### 2.2. Processing Restrictions

The Data Processor shall only process Personal Data in accordance with instructions from the Data Controller. The Data Processor shall not process Personal Data beyond the requirements necessary to comply with the obligations under the Agreement without prior written agreement or written Instructions from the Data Controller.

### 2.3. Information Security

#### 2.3.1. Duty to ensure information security

The Data Processor shall take all measures necessary under Article 32 of the Regulation, including planned, systematic, organisational and technical measures, ensuring adequate confidentiality, integrity, and availability of information in the processing of personal data. Description of information security measures shall be made available to the Data Controller on request.

#### 2.3.2. Assessment of measures

In assessing the technical and organisational measures to be implemented, the Data Processor, in consultation with the Data Controller, will take into account:

- Best practices,
- The cost of implementation
- The nature and extent of treatment
- Seriousness of the risk to the individual's rights in processing their personal data



The Data Processor shall, in consultation with the Data Controller, consider:

- Anonymising and encrypting Personal Information
- The ability to ensure ongoing confidentiality, that is the integrity, availability and robustness of systems for processing and services
- The ability to restore availability and access to personal information on time in case of physical or technical events affecting the systems
- A process of regular testing, evaluation and evaluation of the effectiveness of technical and organizational measures for the safety of the treatment

### 2.3.3. Information Requests from Affected Individuals

Considering the nature of the processing, the Data Processor shall, as far as possible, implement technical and organizational measures to assist the Data Controller to respond to inquiries regarding the exercise of the rights of the data subjects.

### 2.3.4. Assistance to the Data Controller

The Data Processor shall provide assistance so that the Data Controller can safeguard their own responsibility according to applicable laws and regulations, including assisting the Data Controller by:

- Implementing technical and organizational measures as mentioned previously
- Complying with reporting obligations to supervisory authorities and registered persons in the case of any deviations
- Performing privacy impact assessments
- Engaging in early discussions with responsible parties when an assessment of privacy implications makes it necessary
- Informing the Data Controller if the Data Processor considers that an instruction from Data Controller is in violation of relevant privacy policies.

Assistance as mentioned above shall be performed to the extent required by the Data Controller's need, the nature of the processing and the information available to Data Processor, cf. Regulation Article 28 (3) (f).

### 2.3.5. Compensation

Assistance from the Data Processor as stipulated In this Data Processing Agreement as well as assistance in connection with separate routines and instructions imposed by the Data Controller shall be compensated by Data Controller in accordance with Data Processor's standard terms and rates

## 2.4. Deviations and Deviation Notification

Any use of the Information Systems and Personal Information in violation of established procedures, Instructions from the Data Controller, or applicable law regarding the processing of personal data as well as security breaches shall be treated as non-conformances.



The Data Processor shall have routines and systematic processes to follow up these deviations that should include restoration of normal condition, elimination of the cause of the discrepancy and measures to prevent repetition.

The Data Processor shall immediately notify the Data Controller of any breach of this Agreement or unintentional, illegal or unauthorized access, loss, change or disclosure of Personal Data. The Data Processor shall then provide the Data Controller with all information deemed necessary to enable Data Controller to comply with applicable privacy data processing and enable the Data Controller to respond to inquiries from the Data

Inspectorate. The Data Controller is responsible for reporting deviations to the Data Inspectorate in accordance with applicable legislation.

## 2.5 . Confidentiality

The Data Processor shall maintain confidentiality regarding personal information and other confidential information, including business secrets etc. The Data Processor shall further ensure that anyone who performs Data Processing, whether employed or hired-in, who has access to or is Involved in the Processing of Personal Data under the Agreement Is subject to confidentiality and is informed and compliant with the obligations following this Data Processing Agreement. Confidentiality also applies after the termination of the agreement

## 2.6. Safety Audits

The Data Processor will regularly perform security audits for systems and associated support processes that are relevant to the Processing of Personal Data covered by this Data Processing Agreement.

The Data Controller Is entitled to request security audits on a regular basis, performed by an independent third party. The third party concerned will prepare a report that will be handed over to the Data Controller on request. The Data Controller agrees that the Data Processor will invoice an commensurate compensation for the costs of implementation of the audit and disclosure of the report

## 2.7. Use of Sub-Suppliers

Any subcontractor must be approved in writing by the Data Controller before the subcontractor can process personal information. The Data Processor has the right to use subcontractors details of which have been provided to the Data Controller... The Data Processor shall, in written agreement with all subcontractors, ensure that Processing of Personal Data by Subcontractors shall be subject to the same obligations and limitations as imposed on Data Processor according to this Data Processing Agreement.

If the Data Processor plans to replace or use a new subcontractor, the Data Processor shall notify the Data Controller in writing 3 months before the new subcontractor begins the processing of Personal Data, and the Data Controller may object to the change within 1 month of notification. If the Data Controller opposes the change, the Data Controller may terminate the agreement, giving 3 months ' notice. Notification of termination must be given no later than 10 working days after the Data Controller



opposes the change. If the Data Controller does not terminate the agreement, the new subcontractor is accepted.

The above applies only to the extent that the subcontractor processes personal data covered by this agreement

## 2.8. Transfer of Personal Information

If the Data Processor uses subcontractor (s) outside the EU/ EEA ("Third Country"), it may only be in accordance with the EU-US Privacy Shield Framework, EU Standard Transmission Agreements to Third Countries or Specified Specification for Transmission to Third Countries. To avoid doubts, the same applies if the information is stored in the EU / EEA, but may be accessed by personnel located outside the EU/ EEA.

If the Data Controller approves such transmission, the Data Processor will cooperate with the Data Controller to ensure the legality of the transfers.

## 3. The Data Controller's Obligations

The Data Controller confirms that the Data Controller:

- Has adequate legal basis for the processing of personal data,
- Has the responsibility for the legality of transfer of Personal Data to the Data Processor
- Is responsible for the accuracy, integrity, content, reliability and legality of personal information,
- Fulfills current legal requirements for possible notification to relevant supervisory authorities and of obtaining any necessary concessions
- Has informed the person to whom the personal information applies in accordance with applicable legislation

The Data Controller shall:

- Assess what technical and organizational measures are necessary for the Processing of Personal Data under this Data Processing Agreement and order such measures from the Data Processor,
- Respond to inquiries from the data subjects regarding the processing of personal data pursuant to this Data Processing Agreement,
- Assess the necessity for specific actions as set out in this Data Processing Agreement's sections 2.3.2 and 2.3.4 and order such measures from Data Processor.

The Data Controller shall implement adequate technical and organizational measures to ensure and demonstrate compliance with the Regulation from the date it enters into force.

The Data Controller is required to report non-conformities to the relevant supervisory authorities and, if applicable, to those individuals involved without undue delay, in accordance with applicable legislation.



### 3.1 Responsibilities, Deviations and Notification of Non - Conformities

Claims from the Data Controller resulting from any failure of the Data Processor to comply with the Data Processing Agreement shall be subject to the liability limitations defined in the Agreement. In evaluating the compensation amount in accordance with the Agreement, the requirements under this Data Processing Agreement and the Agreement shall be considered in conjunction, and any overall limits or restrictions of the Agreement shall be regarded as applicable.

The Data Controller shall hold the Data Processor indemnified from any requirement under the Regulation due to the Data Controller's routines and instructions, which the Data Processor did not understand or should have understood to be in violation of the Regulation. In case of disagreement, the Data Controller has the burden of proof that the loss is caused by the Data Processor's circumstances.

In the event of a breach of this Data Processing Agreement, or any applicable law on the processing of personal data, the relevant provisions for breach of the Agreement shall apply.

The Data Processor shall notify the Data Controller without undue delay if it is probable that Data Processor will not be able to comply with its obligations under this Data Processing Agreement.

## 4. Duration, Changes or Termination of Data Processing Agreement

This Data Processing Agreement shall apply from the date it has been signed by both parties until the Agreement expires or until the Data Processor's obligation to perform services under the Agreement is terminated for any reason, except for any provisions of the Agreement and the Data Processing Agreement that continue to be binding after completion.

Upon termination of this Data Processing Agreement, the Data Processor (and Authorized Subcontractors) shall immediately terminate Processing of Personal Data from the date that the Data Controller has determined. The Data Processor then delete all Personal Information and other data or copies of data provided, or processed, by the Data Processor relating to the Agreement. Personal Data (or other data) should be returned in a standardized format and medium, together with necessary instructions to facilitate Data Controller's further use of the Personal Data/ Data (or other data).

As an alternative to the Data Processor's return of Personal Data (or other data), the Data Controller may, in its sole discretion, instruct in writing the Data Processor that all or part of the Personal Data (or other data) shall be deleted by the Data Processor, except only to the extent that the Data Processor are prevented from such deletion due to imperative legislative constraints.

The Data Processor is not entitled to retain a copy of Personal Data or any other data provided by the Data Controller in connection with the Agreement or this Data Processing Agreement in any format and any physical and virtual access to such Personal Data or Data shall be erased.

The Data Processor shall provide the Data Controller with a written declaration, after which the Data Processor guarantees that all Personal Data or data mentioned above have been returned or deleted in accordance with the Data Controller's instructions and that the Data Processor has not retained any copy, print, archive, or other replication of the data in other media.





The obligations under item 2.5. and 4 shall continue to apply after termination. Furthermore, the provisions of this Data Processing Agreement shall be fully applicable to any Personal Information (or other data) retained by the Data Processor in violation of this Section 5.

The parties shall revise this Data Processing Agreement in the event of relevant changes to the applicable laws.

### 5. Disputes and Jurisdiction

This Data Processing Agreement shall be governed and interpreted in accordance with the Laws of England and Wales and the Courts of England and Wales shall have jurisdiction.

### 6. Signatures

This Data Processing Agreement is signed in two - 2 - copies, one for each of the parties.

**Date:**

**For the Data Processor:**

.....

**Name: Mike Risley**

**Title: Commercial Director**

**For the Data Controller**

.....

**Name: .....**

**Title: .....**