

ANNEXURE – DATA PROCESSING AGREEMENT (DPA)

(to the Gold Wallet App Development & Maintenance Agreement)

This Data Processing Agreement (“DPA”) is made as an annexure to the **Agreement for Development and Maintenance of Gold Wallet Application** (“Agreement”) between:

- **[Jeweller's Legal Name]**, acting as the **Data Fiduciary/Controller** (“Client”), and
- **[Software Company's Legal Name]**, acting as the **Data Processor** (“Service Provider”).

The Parties agree as follows:

1. Purpose & Scope

1.1 The Service Provider will process personal data of the Client’s customers solely for the purposes of operating and maintaining the **Gold Wallet App**.

1.2 This DPA applies to all personal data processed by the Service Provider on behalf of the Client, including but not limited to:

- Customer identity details (name, mobile number, KYC data).
 - Transaction history, wallet balances, and redemption requests.
 - Device and usage data required for app functioning.
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2. Roles & Responsibilities

2.1 The Client acts as the **Data Fiduciary/Controller**, determining the purpose and means of processing personal data.

2.2 The Service Provider acts as the **Data Processor**, processing data only under documented instructions from the Client.

3. Lawful Basis & Compliance

3.1 Both Parties shall comply with the **DPDP Act, 2023**, the **Information Technology Act, 2000**, and applicable data protection rules.

3.2 The Client confirms that it has obtained all required **user consents** for collection and processing of data via the App.

4. Obligations of the Service Provider

The Service Provider shall:

- Process data only as per the Client's documented instructions.
 - Implement industry-standard **security measures** (encryption, firewalls, access control).
 - Maintain **confidentiality** and ensure only authorized personnel have access.
 - Conduct **regular data backups** and retain them securely for 30 days.
 - Notify the Client of any **data breach** within 24 hours of discovery.
 - Assist the Client in fulfilling user rights requests (access, correction, deletion, consent withdrawal).
 - Not engage sub-processors without prior written consent of the Client.
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5. Data Storage & Transfer

5.1 All personal data shall be stored on servers located within **India** (unless otherwise mutually agreed).

5.2 No data shall be transferred outside India without the Client's prior written consent.

6. Data Retention & Deletion

6.1 The Service Provider shall retain data only as long as required for providing services under the Agreement.

6.2 Upon termination of the Agreement, the Service Provider shall securely delete or return all customer data, unless retention is legally required.

7. Audit Rights

7.1 The Client may, upon reasonable notice, audit the Service Provider's compliance with this DPA once per year.

7.2 The Service Provider shall provide necessary documentation and cooperate with any regulatory audits.

8. Liability & Indemnity

8.1 Each Party shall be responsible for its own compliance obligations under applicable data protection laws.

8.2 The Service Provider shall indemnify the Client against claims arising from unauthorized use, disclosure, or breach of customer data caused by its negligence.

9. Governing Law & Jurisdiction

This DPA shall be governed by the laws of India and subject to the exclusive jurisdiction of courts at Pune, Maharashtra.

SIGNATURES

For [Jeweller's Legal Name]

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

For [Software Company's Legal Name]

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____