

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("Agreement") is entered into by and between:

Customer: [Customer Name], a company incorporated in the United Kingdom with its principal place of business at [Customer Address] ("Controller");
and

Processor: ZoeAI-Labs (Kairos Ideas Ltd), a company incorporated in the United Kingdom with its principal place of business at Riverside Parade, Tuckton Road, Bournemouth, BH6 3AA ("Processor").

Effective Date:

1. Purpose and Scope

This Agreement sets out the terms and conditions under which the Processor will process personal data on behalf of the Controller in connection with the provision of services described in the main service agreement ("Main Agreement").

2. Definitions

UK GDPR: The retained EU law version of the General Data Protection Regulation (EU) 2016/679.

Personal Data, Data Subject, Processing, and Controller/Processor: As defined in the UK GDPR.

3. Processing of Personal Data

The Processor shall only process Personal Data on documented instructions from the Controller.

The types of Personal Data and categories of Data Subjects are described in Schedule A.

4. Confidentiality

The Processor shall ensure that all persons authorised to process Personal Data are bound by confidentiality obligations.

5. Security Measures

The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as required under Article 32 of the UK GDPR.

These measures include but are not limited to data encryption, access controls, regular security audits, and disaster recovery protocols.

6. Sub-processors

A list of approved sub-processors is provided in Schedule B.

7. Data Subject Rights

The Processor shall assist the Controller in responding to requests from Data Subjects under UK GDPR (e.g., access, rectification, erasure, restriction).

8. Data Breach Notification

The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach.

Such notification shall include the nature of the breach, likely consequences, and mitigation steps taken.

9. Data Transfers

Personal Data shall not be transferred outside the UK without the Controller's prior written consent and appropriate safeguards in place.

10. Return or Deletion of Data

Upon termination of services, the Processor shall delete all Apps, unless required by law to retain it.

11. Audit Rights

The Controller may audit the Processor's compliance with this Agreement upon reasonable notice.

The Processor shall provide all necessary information to demonstrate compliance.

12. Liability and Indemnity

Each party shall be liable for and indemnify the other against any damages or fines arising from its breach of UK GDPR or this Agreement.

13. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE A – Data Processing Details

Nature and Purpose of Processing: Provision of software that translates and provides the purpose of uploaded documents into English.

Types of Personal Data: No personal data is captured. Customer email address is required to provide access to Enterprise App.

Duration of Processing: For the duration of the Main Agreement, unless otherwise instructed by the Controller.

SCHEDULE B – Approved Sub-processors

Sub-processor Name	Purpose	Location	Safeguards
GCP	Hosting	UK	UK GDPR Compliant

Signed on behalf of the Controller:

Name: _____

Title: _____

Date: _____

Signed on behalf of the Processor:

Name: _____

Title: _____

Date: _____