

Data Protection and GDPR Compliance Clause

1. Definitions

For the purposes of this Clause, the terms “*Personal Data*”, “*Processing*”, “*Controller*”, “*Processor*”, “*Data Subject*”, “*Supervisory Authority*”, and “*Personal Data Breach*” shall have the meanings assigned to them under Regulation (EU) 2016/679 (*General Data Protection Regulation – GDPR*).

2. Compliance with Data Protection Laws

Each Party shall comply with all applicable data protection and privacy laws, including but not limited to the GDPR and any applicable national implementing legislation, in relation to the Processing of Personal Data under this Agreement.

3. Roles of the Parties

For the purposes of this Agreement:

- a. the [Company] shall act as the *Controller*; and
- b. the [Service Provider] shall act as the *Processor*,

unless otherwise expressly agreed in writing by the Parties.

4. Processor Obligations

Where a Party acts as a Processor, it shall:

- a. Process Personal Data solely on documented instructions of the Controller;
- b. Ensure that persons authorized to Process Personal Data are bound by confidentiality obligations;
- c. Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR;
- d. Not engage another processor without the prior written authorization of the Controller and ensure that any sub-processor is subject to equivalent data protection obligations;
- e. Assist the Controller, to the extent reasonably possible, in complying with its obligations under the GDPR, including in relation to Data Subject rights, data protection impact assessments, and consultations with Supervisory Authorities;
- f. Notify the Controller without undue delay upon becoming aware of a Personal Data Breach;
- g. Upon termination or expiry of this Agreement, delete or return all Personal Data to the Controller, unless retention is required by applicable law.

5. Data Subject Rights

The Processor shall promptly notify the Controller of any request received directly from a Data Subject and shall not respond to such request unless authorized by the Controller.

6. International Data Transfers

Personal Data shall not be transferred outside the European Economic Area (EEA) unless such transfer is carried out in compliance with the GDPR, including through the use of appropriate safeguards such as Standard Contractual Clauses or an adequacy decision.

7. Audit and Inspection

The Processor shall make available to the Controller all information necessary to demonstrate compliance with this Clause and shall allow for and contribute to audits or inspections conducted by the Controller or its authorized auditor, subject to reasonable notice and confidentiality obligations.

8. Liability and Indemnity

Each Party shall be liable for and shall indemnify the other Party against any losses, damages, penalties, or claims arising out of its breach of this Clause or applicable data protection laws.

9. Survival

This Clause shall survive the termination or expiry of the Agreement for so long as either Party Processes Personal Data under this Agreement.

10. Governing Law

This Clause shall be governed by and construed in accordance with the governing law specified in this Agreement, subject always to the mandatory application of the GDPR.