

**NOTE:** *This Agreement (definitions are as set out in clause 1 of this Agreement) forms part of a contract of service with Convertize Limited (also defined herein as the "Processor") together with the Terms and Conditions that can be found on Convertize's website ([www.convertize.com/privacy/](http://www.convertize.com/privacy/)). This Agreement shall reflect the Parties' agreement with regard to the Processing of Personal Data. In the course of providing the Services to the Controller pursuant to the Agreement, the Processor may process Personal Data on behalf of Controller and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith. To the extent that there is a conflict between the terms of this Agreement and the Terms and Conditions, the terms of this Agreement will prevail.*

## **How does this Agreement apply?**

If the Controller signing this Agreement is a Convertize Customer, this Agreement forms part of a Contract of Service with the Processor.

If the Controller signing this Agreement is not a Convertize Customer, at the date of signature, this Agreement is not valid and is not legally binding.

This Agreement is entered into force between Convertize Limited and

\_\_\_\_\_ on \_\_\_\_\_.  
\*your company name                      \*date dd/mm/yyyy

## Parties

(1) \_\_\_\_\_, incorporated and registered in \_\_\_\_\_  
\*your company name \*country

with company registration number \_\_\_\_\_ and having its registered  
\*registration number

office at \_\_\_\_\_, (**“Company”**)  
\*address

(2) **Convertize Limited**, incorporated and registered in the United Kingdom with company number 06694068 and having its registered office at 12 Hammersmith Grove, London, W6 7AP, United Kingdom, (**“Processor”**)

Each individually referred to as the **“Party”** and jointly referred to as the **“Parties”**.

## Recitals

WHEREAS

(A) The Company acts as a Controller.

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

<b>Agreement:</b>	means this Data Processing Agreement;
<b>Contracted Processor:</b>	means a Sub-processor;
<b>Controller:</b>	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;
<b>Convertize Customer:</b>	means a person or company who has registered for an account to receive the Services provided by Convertize Limited;
<b>Data Protection Laws:</b>	means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
<b>Data Transfer:</b>	means a transfer of Company Personal Data from the Company to a Contracted Processor; or 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);

**EEA:** means the European Economic Area;

**EU Data Protection Laws:** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

**GDPR:** means EU General Data Protection Regulation 2016/679;

**Processor:** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller;

**Services:** means the Software as a Service (SaaS) services the Processor provides;

**Sub-processor:** means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms, "**Commission**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", and "**Processing**" 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 Processor shall:
- (a) comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
  - (b) not Process Company Personal Data other than on the relevant Company's documented instructions.
- 2.2. The Company instructs Processor to process Company Personal Data.

## 3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of 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 services, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, 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, 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, Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

## 5. Sub-processing

- 5.1 The Controller agrees to the commissioning of the following sub-processors on the condition of a contractual agreement in accordance with Applicable Law:

<b>Sub-processor</b>	<b>Country</b>	<b>Service</b>
Amazon Web Services	Ireland	Secure Cloud Service Platform for Database Storage

- 5.2 The Controller grants the Processor general authorization to engage sub-processors to provide the Services provided that the Processor and sub-processor enter into a contract on terms that guarantee that any Processing will meet the requirements of Applicable Law and the Processor will keep the Controller informed of any intended changes to sub-processors giving the Controller an opportunity to object in writing or text form within 10 business days. The Controller shall not unreasonably object to any sub-processor engaged in accordance with this clause.
- 5.3 The Processor shall be liable to the Controller for the performance of sub-processor's obligations.

## 6. Data Subject Rights

- 6.1 Taking into account the nature of the Processing, 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 Processor shall:
- (a) promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
  - (b) ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

## 7. Personal Data Breach

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

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 Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, 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 Contracted Processors.

## **9. Deletion or return of Company Personal Data**

- 9.1 Subject to this section 9 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"), delete and procure the deletion of all copies of those Company Personal Data.
- 9.2 Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

## **10. Audit rights**

- 10.1 Subject to this section 10, Processor 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 by the Contracted Processors.



- 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 Law.

## 11. Data Transfer

- 11.1 The Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. 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.
- 11.2 Depending on the Services used by the Controller, the Personal Data Processed may include the following types/categories of data:
- IP addresses (only in case of debugging)
  - Device screen resolution
  - Geographic location
  - Language
  - Pages visited
- 11.3 The Data Subjects affected by the Processing of their Personal Data under this Agreement includes end-users of the Controller's websites which make use of the Services.

## 12. General Terms

12.1 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.

12.2 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

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13.1 This Agreement is governed by the laws of England.

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, subject to possible appeal to Supreme Court of the United Kingdom in London.

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

**Your Company**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
\*day/month/year**Processor Company**Signature: Name: *Philippe Aimé*Title: *CEO*Date: *7 February 2020*