



Data Processing Agreement

Between (company)

..... (company registration number) (hereinafter referred to as the Personal Data Processor or you) and Ifitstuff Limited 06597738 (hereinafter referred to as the Personal Data Controller or us or we). The Personal Data Processor and the Personal Data Controller are hereinafter referred to collectively as "The Parties" or separately as "The Party".

1. Nature of the services and purpose of the agreement

The parties have entered into an agreement under which you shall provide the required services. This service means that the Supplier processes personal data on behalf of us and our partner businesses. The purpose of this agreement is to regulate the rights and obligations of the parties which accompany the processing of personal data in order to ensure that personal data is processed in accordance with the provisions set out in the EU's General Data Protection Regulation (GDPR) and any subsequent legislation that may replace or supplement it.

2. The purpose and scope of personal data processing

The purpose of the personal data processing is to enable you to fulfil contractual obligations on behalf of Ifitstuff Limited and our partner businesses. Categories of data subjects and categories of personal data that may come under the framework of this personal data processing include details of first and last names, telephone numbers and any matters arising.

3. The obligations of the Personal Data Controller

The Personal Data Controller shall notify the Personal Data Processor, without undue delay, of all circumstances which may require changes in the way in which the Personal Data Processor processes personal data.

4. The obligations of the Personal Data Processor

4.1 Security measures

The Personal Data Processor shall implement appropriate technical and organisational measures to ensure that personal data is processed in accordance with the requirements of data protection law and the terms of the Service Agreement and this agreement. Such security measures shall at the very least correspond to the level normally required by competent supervisory authorities for corresponding processes of data processing. The measures shall be documented and shall be provided without undue delay to the Personal Data Controller upon request.

4.2 Instructions

The Personal Data Processor may only process personal data when commissioned to do so by the Personal Data Controller on their behalf and only for the purpose specified in Paragraph 2 above. The Personal Data Processor is required to comply with the instructions given by the Personal Data Controller in the Service Agreement and/or in a specific appendix to this agreement. The Personal Data Processor shall ensure that any person performing work under their supervision and who has access to the personal data covered by this Personal Data Processing Agreement shall process such data only in accordance with instructions provided. If the Personal Data Processor considers that the Personal Data Controller's instructions are in breach of applicable data protection law, the Data Protection Processor shall promptly inform the Personal Data



Controller thereof, via the contact information stated in the preamble to the agreement. However, the Personal Data Processor does not have the right to cancel the service for this reason.

4.3 Disclosure of personal data and the use of subcontractors

The Personal Data Processor may not transfer or provide access to the personal data covered by this Personal Data Processor Agreement to an external party without the Personal Data Controller's explicit prior authorisation, except where there is a statutory obligation for the Personal Data Processor to do so. In the event of such a statutory obligation, the Personal Data Processor shall inform the Personal Data Controller of this prior to the commencement of personal data processing, provided that such information is not prohibited by law. The Personal Data Processor may not engage subcontractors to carry out personal data processing, either in full or in part, without the prior written consent of the Personal Data Controller. The Personal Data Processor shall enter into a written agreement with its subcontractors which, at a minimum, shall bind the subcontractor to the same obligations that apply to the Personal Data Processor under the Service Agreement and this agreement. The Personal Data Processor is fully responsible to the Personal Data Controller for the processing of personal data by subcontractors, including their security measures. If a new subcontractor is engaged or, in the case of a subcontractor change, the Personal Data Processor shall inform the Personal Data Controller thereof, via the contact details set out in the preamble to the agreement. This shall be done before the change is made and written approval from the Personal Data Controller must be obtained. Approval shall be given without undue delay.

4.4 Requirements for the localisation and transfer of personal data to a third country

The Personal Data Processor shall ensure that personal data is only stored and otherwise processed within the EU, unless otherwise agreed by the parties in writing.

4.5 Confidentiality and authorisation

The Personal Data Processor shall ensure that persons authorised to process personal data under this agreement are subject to either a statutory obligation of confidentiality or have undertaken such an obligation in a legally-binding agreement. The obligation of confidentiality shall apply to all information processed by the Personal Data Processor under the terms of this Personal Data Processing Agreement, even after such a time that this agreement has expired. Access to personal data shall be restricted to those persons who require the data in order to perform their duties.

4.6 Incident reporting

The Personal Data Processor shall promptly inform the Personal Data Controller of any security incidents that have resulted, or are likely to result in, the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to personal data. All such incidents shall be documented by the Personal Data Processor and the documentation shall be transmitted without undue delay to the Personal Data Controller upon request. If an incident must be reported to the supervisory authority, the Personal Data Processor shall cooperate with and promptly assist the Personal Data Controller in supplying all information requested.

4.7 Assistance in fulfilling obligations to data subjects

The Personal Data Processor shall assist the Personal Data Controller in fulfilling their obligations to the data subjects when such subjects exercise their rights under data protection law, such as the right to access, rectification, deletion, data portability, etc. This shall be done without undue delay and without the need for further financial compensation, unless the parties agree otherwise.



4.8 Deletion of personal data

Data subjects may request that the Personal Data Controller deletes their personal data during the current contract period. The personal data shall subsequently be destroyed, overwritten or otherwise deleted by the Personal Data Processor. The Personal Data Processor shall, upon completion of the contract, return and/or delete or destroy any personal data securely covered by the Service Contract in the manner that the Personal Data Controller chooses and communicates at the time of execution. This shall take place within 30 days and without the need for further financial compensation, unless the parties agree otherwise.

4.9 Audit

The Personal Data Processor shall ensure that the Personal Data Controller or an external auditor appointed by the Personal Data Controller has the opportunity to perform an audit and thereby ensure that the Personal Data Processor and its subcontractors are in compliance with all provisions on the processing of personal data under this agreement.

4.10 Cancellation

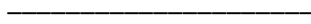
The Personal Data Controller may, at any time and by providing written notice to the Personal Data Processor, choose to temporarily suspend or fully terminate the Personal Data Processing Agreement, with immediate effect and without obligation to provide compensation to the Personal Data Processor, if the Personal Data Controller has reasonable grounds to believe that the Personal Data Processor is incapable of or has failed to meet the obligations set out in this paragraph (4).

5 Choice of law and jurisdiction

This Personal Data Processing Agreement shall be interpreted in accordance with UK law.

6 Term

This Personal Data Processing Agreement applies for as long as the Personal Data Processor is processing personal data on behalf of the Personal Data Controller.



Signed:

Signed:

Print Name:

Print Name:

For and on behalf of

For and on behalf of *Ifitstuff Limited*

Date:

Date: