Doxbond

Data Processing Agreement

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DATA PROCESSING AGREEMENT

(version 2.1, June 2018)

("DPA")

the Client

and

Doxbond (IOM) Ltd

(together with the Client, the "Parties")

1. Scope of the DPA

1.1 This DPA forms part of the Agreement in place between the Client and Doxbond (IOM) Ltd and reflects the Parties' agreement with regard to the processing of personal data.

1.2 Doxbond (IOM) Ltd acts as a data processor for the Client, as Doxbond processes personal data for the Client as set out in Annex 1.

1.3 The personal data to be processed by Doxbond concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Annex 1.

1.4 "Personal data" means any information relating to an identified or identifiable natural person, as defined by article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation "GDPR").

1.5 "Applicable Law" means (a) European Union, Member State, or Isle of Man laws with respect to any Company Personal Data in respect of which any Company Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect of which any Company Group Member is subject to any other Data Protection Laws.

2 Processing of Personal Data

2.1 Doxbond (IOM) Ltd is instructed to process the personal data only for the purposes of providing the Services as set out in Annex 1. Doxbond (IOM) Ltd may not process or use the Client's personal data for any other purpose than provided in the Client's instructions, including the transfer of personal data to any third country or international organisations unless Doxbond (IOM) Ltd is required to do so according to applicable law. In which case, Doxbond (IOM) Ltd shall inform the Client in writing of that legal requirement before processing, unless that law prohibits the provision of such information on the grounds of public interest.

2.2 If the Client, in the instructions in Annex 1 or otherwise, has consented to a transfer of personal data to a third country or to international organisations, Doxbond (IOM) Ltd

shall ensure that there is a legal basis for the transfer, e.g. the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries.

2.3 If Doxbond (IOM) Ltd is of the opinion that an instruction from the Client is in violation of the GDPR, or other applicable data protection provisions, Doxbond (IOM) Ltd shall immediately inform the Client in writing.

3 Doxbond (IOM) Ltd's general obligations:

3.1 Doxbond (IOM) Ltd shall ensure that persons authorised to process the personal data are subject to appropriate obligations of confidentiality.

3.2 Doxbond (IOM) Ltd shall implement appropriate technical and organisational measures to prevent that the personal data processed is

(i) accidentally or unlawfully destroyed, lost or altered,

(ii) disclosed or made available without authorisation, or

(iii) otherwise processed in violation of applicable laws relevant, including the GDPR, for the Services.

3.3 Doxbond (IOM) Ltd shall comply with any other applicable data security requirements applicable to Doxbond (IOM) Ltd; including the data security requirements in the country of establishment of Doxbond (IOM) Ltd, or in the country where the data processing will be performed.

3.4 Appropriate technical and organisational security measures shall be determined with due regard for

(i) the current state of the art,

(ii) the cost of their implementation, and

(iii) 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.

3.5 Doxbond (IOM) Ltd shall, upon request, provide the Client with such reasonable information as it may require to satisfy itself that Doxbond (IOM) Ltd complies with its obligations under this DPA, including ensuring that the appropriate technical and organisational security measures have been implemented.

3.7 Doxbond (IOM) Ltd shall provide information related to the provision of the Services to authorities or the Client's external advisors, including auditors, in so far as this is necessary for the performance of their duties in accordance with applicable law.

3.8 The Client understands that Doxbond (IOM) Ltd must give authorities who by virtue of applicable law have a right to enter the Client's or the Client's supplier's facilities, or

representatives of the authorities, access to Doxbond (IOM) Ltd's physical facilities, subject to presentation of a proper proof of identity.

3.9 Doxbond (IOM) Ltd must, without undue delay after becoming aware of the facts, in writing notify the Client about:

(i) any request for disclosure of personal data processed under the DPA by authorities, unless expressly prohibited from doing so under applicable law,

(ii) any suspicion or finding of (a) breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by Doxbond (IOM) Ltd in connection with the Services, or (b) other failure to comply with Doxbond (IOM) Ltd.'s obligations under clause 3.2 and 3.3, or

(iii) any request for access to the personal data received directly from the data subjects or from third parties relating to the processing of personal data on behalf of the Client.

3.10 Doxbond (IOM) Ltd shall provide reasonable assistance to the Client with the handling of any requests from data subjects under Chapter III of the GDPR, including requests for access, rectification, blocking or deletion, which relates to the processing of personal data in connection with the Services.

3.11 Doxbond (IOM) Ltd shall provide reasonable assistance to the Client with meeting other obligations that may be incumbent on the Client according to applicable law related to data processing, where the assistance of Doxbond (IOM) Ltd is necessary for the Client to comply with its obligations. This includes, but is not limited to, a request to provide the Client with all necessary information about an incident under Clause 3.9 (ii), and all necessary information for an impact assessment in accordance with article 35 and 36 of the GDPR.

3.12 Annex 1 details the servers, premises and offices etc. used to provide the Services. The Client may at any time make reasonable request for information about the servers, premises and offices used by Doxbond (IOM) Ltd in connection with the Services and Doxbond (IOM) Ltd shall respond within 30 days with such information.

3.13 Doxbond (IOM) Ltd does not accept liability for any breach of the GDPR which can not be proven beyond reasonable doubt to be the fault of an action by Doxbond (IOM) Ltd.

4 Subprocessors

4.1 Prior to the engagement of any subprocessor, Doxbond shall seek consent from the Client in writing. Doxbond (IOM) Ltd shall enter into a written agreement with the subprocessor, in which data protection obligations no less than those as set out in the DPA shall be imposed on the subprocessor, including an obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR.

4.2 The Client has the right to receive a copy of Doxbond (IOM) Ltd.'s agreement with any applicable subprocessor as regards the provisions related to data protection obligations. Doxbond (IOM) Ltd shall remain fully liable to the Client for the performance of the subprocessor obligations. The fact that the Client has given consent to the Doxbond (IOM) Ltd.'s use of subprocessor is without prejudice for Doxbond (IOM) Ltd duty to comply with the DPA.

5 Amendments

5.1 The Parties may at any time agree to amend this DPA. Amendments must be in writing. The latest version of this document can always be found online at http://www.doxbond.com

6 Term and consequences of the termination of the DPA

6.1 The DPA comes into force on 25 May 2018.

6.2 The term of this DPA shall correspond to the term of the Agreement.

6.3 On the Client's request Doxbond (IOM) Ltd shall transfer or delete personal data, which Doxbond (IOM) Ltd is processing for the Client, unless applicable law prevents such action.

7 Priority

7.1 If any of the provisions of the DPA conflict with the provisions of the Agreement, then the provisions of the DPA shall prevail. However, the requirements in clause 3 do not apply to the extent that the Parties in another agreement have set out stricter obligations for Doxbond (IOM) Ltd. Furthermore, the DPA shall not apply if and to the extent the EU Commission's Standard Contractual Clauses for the transfer of personal data to third countries are concluded and such clauses set out stricter obligations for Doxbond (IOM) Ltd and/or for subprocessors.

7.2 This DPA does not determine the Client's remuneration of Doxbond (IOM) Ltd for Services according to the Agreement.

Signatures of Agreement

Signed_____

On behalf of the Client (Name)_____

On the _____day of _____20__

Signed_____

Matthew Oakes – Managing Director

On behalf of Doxbond (IOM) Limited

On the _____th day of _____ 20__

ANNEX 1

This Annex constitutes the Client's instruction to Doxbond (IOM) Ltd in connection with Doxbond (IOM) Ltd.'s data processing for the Client and is an integrated part of the Agreement.

1. **Storage** locations at Snugborough Units 7,10 & 37, Balthane 1,3,4,8,9**. Data Destruction** location Balthane 1. **Offices** located at Snugborough Unit 37 and Balthane 1.

2. Data Base backed up to encrypted memory stick, and daily to the Cloud. IT Support under contract to **4Tech Limited**, Freeport, Ballasalla, Isle of Man. OwnCloud – connections are secured over HTTPS with 2048bit encryption trusted certificate. Access to ownCloud management is via 4Tech internal management only.

   Exchange email – Hosted on MS Exchange "2mail" service at 4Tech. Client connections are secured over HTTPS with 2048bit encryption trusted certificate. Email uses opportunistic TLS (STARTTLS) to protect data in transit.

3. Doxbond System retains Company Name, address, Doxbond Box Number, client Box Numbers, box positions, invoicing history. Doxbond do not store and have no records of Client Bank Account information. Doxbond store box number requests in paper format, and correspondence regarding box requests in the cloud via Outlook.

The processing of personal data

a) Purpose and nature of the processing operations

Providing the Client with Records Management Service for documents or media.

Providing the Client with Data Destruction Services for documents or media.

b) Categories of data subjects

- The Client's customers, employees, agents and other 3rd parties as requested by the Client as the Data Controller

c) Categories of personal data may include

- Name

- Email address

- Reference number, such as an order ID or similar.

d) Special categories of data may include

- Address

- Date of significant events (birth/ death/ marriage/ divorce etc)

- Maiden name

e) Location(s), including name of country/countries processing

- United Kingdom