

# **DATA PROCESSING AGREEMENT**

**(version 4, January 2020)**

**("DPA")**

The Client

and

Doxbond (IOM) Limited

(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 who is the data controller, as Doxbond (IOM) Ltd processes Personal data for the Client as set out in Annex 1.

1.3 The Personal data to be processed by Doxbond (IOM) Ltd concerns the categories of Personal data, the categories of data subjects and the purposes of the processing set out in Annex 1, for the purposes of Article 28(3) of the GDPR.

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 Personal Data in respect of which either party is subject; and (b) any other applicable law with respect to any Personal Data in respect of which either party is subject.

## **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 the Agreement. Doxbond (IOM) Ltd may not process or use the 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 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 are:

3.1 Doxbond (IOM) Ltd shall ensure that persons authorised by Doxbond (IOM) Ltd 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 ensure that the Personal data processed is not:

- (i) accidentally or unlawfully destroyed, lost or altered,
- (ii) disclosed or made available without authorisation, or
- (iii) otherwise processed in violation of applicable laws, including the GDPR.

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.

3.4 Appropriate technical and organisational security measures to be implemented under clause 3.2 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.

3.6 Doxbond (IOM) Ltd shall provide information related to the processing of the Personal data in the provision of the Services to any 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.

3.7 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.

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

(i) any request for disclosure of Personal data being processed under this DPA by any authority, 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 this DPA, or

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

3.9 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 relate to the processing of Personal data in connection with the Services.

3.10 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 3.8 (ii), and all necessary information to carry out an impact assessment in accordance with article 35 and 36 of the GDPR.

3.11 Annex 1 gives details of the processing of the Personal data for the purpose of Article 28(3) of the GDPR. 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.

3.12 Doxbond (IOM) Ltd does not accept liability for any breach of the GDPR which can not be proven beyond reasonable doubt to be caused by an action by Doxbond (IOM) Ltd, or its employees.

#### **4 Sub processors**

4.1 Prior to the engagement of any sub processor, Doxbond (IOM) Ltd shall enter into a written agreement with the sub processor, in which data protection obligations no less than those as set out in the DPA shall be imposed on the sub processor, including an obligation to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Any sub processor must be in the European Union or in a jurisdiction which has received confirmation that it ensures an adequate level of protection of Personal data.

4.2 The Client has the right to receive a copy of Doxbond (IOM) Ltd.'s agreement with any applicable sub processor as regards the provisions related to data protection obligations before it is executed and may refuse consent to the appointment of the sub processor.

Doxbond (IOM) Ltd shall remain fully liable to the Client for the performance of the sub processor obligations. The fact that the Client has given consent to the Doxbond (IOM) Ltd.'s use of sub processor is without prejudice for Doxbond (IOM) Ltd duty to comply with this DPA.

## **5 Amendments**

5.1 The Parties may at any time agree to amend this DPA. Amendments must be in writing. The latest generic version of this document can 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, notwithstanding the date hereof.

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.

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 \_\_\_\_\_ 201\_

Signed \_\_\_\_\_

Matthew Oakes – Managing Director

On behalf of Doxbond (IOM) Limited

On the \_\_\_<sup>th</sup> day of \_\_\_\_\_ 201\_

## ANNEX 1

This Annex gives details of the processing of the Personal data for the purpose of Article 28(3) of the GDPR.

The processing of personal data

a) Purpose and nature of the processing operations

Providing the Client with Storage 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

- Isle of Man