
DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT FORMS PART OF THE SUBSCRIPTION AGREEMENT (THE "AGREEMENT") ENTERED INTO BY THE CLIENT (AS DEFINED BELOW) AND FORMS A LEGALLY BINDING AGREEMENT BETWEEN THE CLIENT AND VCONNECTA LIMITED (T/A ECANVASSER) A COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF THE REPUBLIC OF IRELAND (REGISTERED WITH COMPANY NUMBER 515149) WHOSE BUSINESS ADDRESS IS AT UNIT 6A, SOUTH RING BUSINESS PARK, KINSALE ROAD, CORK, REPUBLIC OF IRELAND (THE "SUPPLIER"). THIS IS A DATA PROCESSING AGREEMENT DESCRIBING THE AGREEMENT OF THE PARTIES RELATING TO THE PROCESSING OF PERSONAL DATA (AS DEFINED BELOW) UNDER THIS AGREEMENT.

1. INTRODUCTION

- 1.1. In the course of the Agreement, the Supplier will process and/or use Personal Data on behalf of the Client.
- 1.2. This Data Processing Agreement specifies the obligations of the Parties when processing personal data for the purposes of the GDPR and applicable data protection legislation (the "Privacy Laws").
- 1.3. Capitalised terms used in this Data Processing Agreement but not defined herein shall have the meaning provided in the Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. The following definitions shall apply for the purposes of this Data Processing Agreement:

Client:	means the organisation specified as Data Controller on the Data Record;
Data Controller:	has the meaning provided in the GDPR.
Data Processor:	has the meaning provided in the GDPR.
Data Record:	is the record available as part of the Privacy Dashboard which sets out the details of processing under this Agreement.
End Users:	means those employees, directors, agents, independent contractors and volunteers who are authorised by the Client to use the Ecanvasser Platform;
GDPR	means regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
Personal Data:	means any information relating to an identified or identifiable natural person (' data subject '); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; and
Privacy Dashboard:	means the dashboard available as part of the Ecanvasser Platform which set out the privacy settings for the Services;

Services: means the services provided by Supplier under the Agreement including use of the Ecanvasser Platform and training and support on the Ecanvasser Platform;

3. OBLIGATIONS OF THE DATA PROCESSOR

- 3.1. Data Processor will comply with the provisions of the Privacy Laws in connection with all processing of Personal Data undertaken hereunder.
- 3.2. Data Processor is allowed to collect, process or use Personal Data only within the scope of the Services provided and in compliance with the documented instructions of Data Controller.
- 3.3. Data Processor shall provide the Services to meet the technical and organizational measures specified as part of the Data Record. Data Processor may change the safety measures specified on the Privacy Dashboard, with prior notification to the Client, but must ensure that the level or protection does not thereby fall below the contractually stipulated level of protection.
- 3.4. The information available on the Privacy Dashboard may be used to create of a record of processing activities in accordance with Article 30 of the GDPR.
- 3.5. At Data Controller's request, Data Processor shall provide all information necessary for the purposes of any data protection impact assessment pursuant to Article 35 and Article 36 of the GDPR.
- 3.6. Data Processor shall notify the Data Controller, as soon as reasonably practicable and in any event without undue delay, in the event of violations against instructions of the Data Controller, laws and regulations relating to the protection of Personal Data or against the provisions of this Data Processing Agreement committed by Data Processor or the persons employed by Data Processor within the scope of the Agreement. Data Processor shall immediately adopt the measures necessary to secure Personal Data and to reduce any potential negative consequences for the People and shall immediately coordinate with Data Controller in this regard. Data Processor shall assist Data Controller in complying with the reporting requirements stipulated in Article 33 of the GDPR.
- 3.7. The name of the Data Processor's and the Data Controller's designated contact for all data protection issues that fall within the scope of this Agreement is set out in the Data Record.
- 3.8. Data Processor must not use the Personal Data transmitted to it for any purposes other than those stipulated in this Agreement or the Data Record.
- 3.9. All retention periods relevant to the Personal Data processed by the Data Processor will be as specified by the Data Controller in the Data Record.
- 3.10. Data Processor shall ensure that all persons employed by the Data Processor are under a contractual obligation of confidentiality.
- 3.11. Data Processor shall, at the choice of the Data Controller, either delete or return all Personal Data processed.

4. END USER PERSONAL DATA

- 4.1. The Data Processor will collect the Personal Data of End Users in order to provide the Services as further described in the Data Record.
- 4.2. As part of the registration process, where selected by Data Controller, the Data Processor agrees that it will seek consent from the End User for processing of their Personal Data including location based services if applicable. Where requested as part of the Privacy

Dashboard, such consent is collected on behalf of the Data Controller and the Data Processor will retain evidence of such consents on behalf of the Data Controller.

- 4.3. The Data Controller understands that it is responsible for ensuring compliance with the Privacy Laws as Data Controller of the End User Personal Data and in particular will ensure that the End Users are provided with the required information about processing as is required under the Privacy Laws.

5. OBLIGATIONS OF THE DATA CONTROLLER

- 5.1. Data Controller will comply with the provisions of the GDPR in the context of its obligations as Data Controller to the extent applicable.
- 5.2. Data Controller must notify Data Processor, if it identifies errors or irregularities relating to the requirements of the GDPR with regard to the processing activities under this Agreement.
- 5.3. Data Controller must ensure that in connection with all Personal Data provided to the Data Processor that it has complied with Article 6 and Article 9 of the GDPR to ensure that the Data Controller has a lawful basis for processing the Personal Data.
- 5.4. If the Data Controller is relying on consent as a lawful basis for processing the Data Controller shall ensure that it complies with the provisions of Article 7 of the GDPR in relation to such consent.
- 5.5. Data Controller acknowledges that the Data Processor is reliant on the Data Controller for direction as to the extent to which the Data Processor is entitled to use and process the Personal Data. Consequently, the Data Processor will not be liable for any claim brought by a data subject arising from any action or omission by the Data Processor, to the extent that such action or omission resulted from the instructions of the Data Controller.

6. DATA SUBJECT RIGHTS REQUESTS

- 6.1. If Data Controller has an obligation to provide a data subject with information on the collection, processing or use of their Personal Data, Data Processor will assist Data Controller in making this information available. Data Controller must request Data Processor's written assistance specifying the Personal Data required. Data Processor shall not respond directly to any data subject requests for information and shall refer the data subject to Data Controller and immediately inform Data Controller in writing about the details of any request received.
- 6.2. If a data subject requests Data Processor to correct, delete or block Personal Data, Data Processor shall refer the data subject to Data Controller and inform Data Controller in writing of the details of the request.
- 6.3. The Data Processor shall assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising data subject's rights laid down in Privacy Laws.

7. SUB PROCESSORS

- 7.1. Data Processor must have all sub-processors approved by Data Controller before providing any Personal Data to them for processing in connection with the Services.
- 7.2. The Data Controller approves the sub-processors specified in the Data Record and it is acknowledged that the Data Processor may provide those approved sub-processors with Personal Data in order to provide the Services under this Agreement.
- 7.3. The Data Processor must ensure that all processing undertaken with any sub-processor imposes materially the same terms and conditions on the sub-processor as are imposed on the

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- Data Processor under this Agreement.
- 7.4. The Privacy Dashboard will specify any sub processors that the Data Controller agrees may be used by the Supplier in order to provide the Services. In the event that the Supplier is processing Personal Data of European citizens and the Supplier uses any sub processor situated in a country outside of the European Economic Area, or for which the European Commission has not determined that such country ensures an adequate level of protection, the sub-processor and the Supplier will conclude the standard contractual clauses for the transfer of personal data to processors established in third countries published by the European Commission in decision 2010/593/EC (“**Standard Contractual Clauses**”) or such other legal method of transfer as approved by the European Commission.
- 7.5. The Data Processor shall remain fully liable to the Data Controller for the performance of its sub-processors.
- 8. AUDIT AND ASSESSMENT**
- 8.1. The Data Processor will allow its implementation and compliance with its obligations under this Data Processing Agreement to be audited by the Data Controller or an external auditor approved by the Data Controller at least annually. If and insofar as the audit indicates that the Data Processor’s compliance falls short on one or more aspects, the Data Processor will make concrete proposals for improvements in this respect, if possible, in the context of its continuous improvement program.
- 8.2. The Data Processor will enable the Data Controller, at its first request, to assess the Data Processor’s compliance with its obligations. Prior to the assessment, Data Controller will inform the Data Processor in writing about the reason for the assessment and manner in which it will be conducted.
- 8.3. If the audit/assessment referred to in paragraph 8.2 identifies any gaps in the Data Processors processing activities which are not compliant with this Agreement or the relevant Privacy Laws the Data Controller has the right to ask the Data Processor to update the technical and organizational security measures taken so that they are in line with the relevant requirements. The Data Processor will provide all reasonable cooperation and as soon as reasonably practicable implement the necessary modifications indicated by the Data Controller.