DATA PROCESSING AGREEMENT (DPA)

PARTIES AND SCOPE

This agreement is between:

……

 (the "Client")

and

Riela Tech (trading name of 4Tech Limited), Euromanx House, Ballasalla, Isle of Man IM9 2AP

(the "Processor"),

together with the Client, the "Parties".

SCOPE OF THE DPA

1. This DPA forms part of the Agreement in place between the Client and the Processor and reflects the Parties' agreement with regard to the processing of personal data.

2. The Processor acts as a data processor for the Client, as the Processor processes personal data for the Client as set out in Annex 1.

3. The personal data to be processed by the Processor concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Annex 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").

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.

PROCESSING OF PERSONAL DATA

1. Riela Tech is instructed to process the personal data only for the purposes of providing the Services as set out in Annex 1. Riela Tech 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 the Processor is required to do so according to applicable law. In which case, the Processor shall inform the Client in writing of that legal requirement before processing, unless that law prohibits the provision The Processor is instructed to process the personal data only for the purposes of providing the Services as set out in Annex 1. The Processor may not process or use the Client's personal data for any other purpose than of such information on the grounds of public interest.

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, the Processor

3. 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.

4. If the Processor is of the opinion that an instruction from the Client is in violation of the GDPR, or other applicable data protection provisions, the Processor shall immediately inform the Client in writing.

THE PROCESSOR'S GENERAL OBLIGATIONS:

1. The Processor shall ensure that persons authorised to process the personal data are subject to appropriate obligations of confidentiality.

2. The Processor 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. The Processor shall comply with any other applicable data security requirements applicable to the Processor; including the data security requirements in the country of establishment of the Processor, or in the country where the data processing will be performed.

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.

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

6. The Processor 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.

7. The Client understands that the Processor 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 the Processor's physical facilities, subject to presentation of a proper proof of identity.

8. The Processor 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 the Processor in connection with the Services, or (b) other failure to comply with the Processor'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.

9. The Processor 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.

10. The Processor 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 the Processor 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.

11. 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 the Processor in connection with the Services and the Processor shall respond within 30 days with such information.

12. The Processor 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 the Processor.

SUBPROCESSORS

1. Prior to the engagement of any subprocessor, the Processor 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.

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

AMENDMENTS

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 https://riela-tech.com/terms/.

TERM AND CONSEQUENCES OF THE TERMINATION OF THE DPA

1. The DPA comes into force on the date this document is executed.

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

3. On the Client's request the Processor shall transfer or delete personal data, which the Processor is processing for the Client, unless applicable law prevents such action.

PRIORITY

Riela Tech (trading name of 4Tech Limited), Euromanx House, Ballasalla, Isle of Man, IM9 2AP
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this document is executed

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 the Processor. 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 the Processor and/or for subprocessors.

2. This DPA does not determine the Client's remuneration of the Processor for Services according to the Agreement.

Signatures of Agreement

Signed_____

On behalf of the Client (Name)_____

On the _____day of _____2018

Signed_____

      Tim Bliss – Managing Director

On behalf of the Processor