

Data Processor Agreement

Device Lifecycle Management



WWW.EGOTECHNOLOGY.CO.UK

Data Processing Authorisation

Permission to remove data

This Data Processing Authorisation ("Authorisation") forms part of the agreement for the services provided in our ("Service Agreement") between you (the "Company") and us, EGO Technology Ltd (the "Data Processor") and together as the "Parties".

Start date The start date is the date this agreement is signed through the EGO online portal. Authorisation will automatically expire on the 24-month anniversary of the signing or earlier if requested.

It is agreed as follows:

1. **Data Protection Provisions** For the purposes of this agreement [the Company] shall be regarded as the Data Controller, and EGO Technology shall be regarded as the Data Processor. It is the Data Controller's responsibility to ensure that it has a lawful basis to process the Data Subject's Personal Data, which the Data Processor will be processing on the Data Controller's behalf for the purposes of this agreement.
2. **Processing of Personal Data** [The Company] provides the authority to its Data Processor EGO Technology to process personal data as is reasonably necessary for the provision of the Services to [the Company] for the duration of their contract with [the Company.]
 - 2.2 The Data Processor will comply with all Data Protection Laws when processing Client Personal Data.
 - 2.3 The Data Processor will not Process Personal Data other than on [the Company's] instructions unless it is required by Data Protections Laws to which the Data Processor is subject.
 - 2.4 The Data Processor EGO will take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of our Agreement. As Data Processor EGO will ensure that all such individuals are approved in writing by [the Company] and are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
3. **Appointment of Sub Processors** The Data Processor will not appoint sub-processors without [the Company's] prior written permission.
4. **Security Measures** As Data Processor, EGO will in relation to Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
5. **Subject Access Request** As Data Processor, EGO will promptly notify [the Company] if they receive a request from a Data Subject under any Data Protection Laws in respect of their Personal Data. This includes but is not limited to a request from the Data Subject to stop processing their Personal Data, to modify their Personal Data, to provide them with their Personal Data and/or to delete their Personal Data.



- 5.2 As Data Processor, EGO will respond to that request except on the documented instructions of [the Company] or as required by Data Protection Laws to which they are subject.
- 5.3 As Data Processor, EGO will co-operate with [the Company] to resolve the Data Subject's request and take such reasonable steps and/or remedial action as directed by [the Company.]
6. **Personal Data Breach** As Data Processor, EGO will without undue delay upon becoming aware of a Personal Data Breach affecting [the Company] provide [the Company] with sufficient information to allow [the Company] to report the matter to the Supervisory Authority. [The Company] expects the notification to be made to them by the Data Processor no later than 24 hours of it having been identified.
- 6.2 As Data Processor, EGO will co-operate with [the Company] and take such reasonable commercial steps as directed by [the Company] to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
7. **Data Protection Impact Assessment and Prior Consultation** As Data Processor, EGO will provide reasonable assistance to [the Company] with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which [the Company] considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law.
8. **Deletion or return of The Personal Data** As Data Processor, EGO will promptly and in any event within 2 months of the submission of any Personal Data to [the Company] delete any retained copies of that data.
- 8.1 Subject to 8.3 [the Company] may in its absolute discretion and by written notice to its Data Processor within 5 days of the termination of its relationship with the Data Processor require the Data Processor to return a complete copy of all the Personal Data to [the Company] by secure file transfer in such format as is reasonably notified by [the Company] to the Data Processor unless it has already been securely destroyed. As Data Processor, EGO will comply with any such written request within 10 days of the written notice.
- 8.2 EGO can only retain the Personal Data to the extent and for such period required by Data Protection Laws and provided the Data Processor ensures the confidentiality of all such Personal Data and ensures that such Personal Data is only Processed as necessary for the purpose(s) specified in Data Protection Laws and for no other purpose.
- 8.4 As Data Processor, EGO will provide written certification to [the Company] that it has fully complied with the requirements stipulated in 21.3 within 10 days of the date of the notice.
9. **Transfer of Personal Data outside the European Economic Area** As Data Processor, EGO will not transfer any such Personal Data to any location or territory outside the European Economic Area except with the prior written consent of [the Company] and in accordance with any terms [the Company] may impose on such transfer as [the Company] deems necessary to satisfy the International Transfer Requirements.
10. **Audit rights** As Data Processor, EGO will make available to [the Company] on request all information necessary to demonstrate compliance with the requirements in this agreement and shall allow for and contribute to audits, including inspections, by [the

Company], its representative or an auditor mandated by [the Company] in relation to the Processing of the Personal Data.

11. **Cancellation** [the Company] may prematurely terminate this authorisation at any time by serving serve 30 days notice to compliance@egotechnology.co.uk
12. **Cessation** After the 24-month anniversary this authorisation will automatically expire and you the company will be offered the opportunity to review and renew the authorisation through EGO's online portal.

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