

DESIGNATION OF A UK AND OF AN EU REPRESENTATIVE PURSUANT TO ART.27 OF THE GDPR

1. Subject matter of this agreement

The subject matter of this agreement consists of the appointment of the Representative pursuant to Article 27 of the GDPR, under the terms and conditions set out below. This agreement applies to the provision of EU Representative services in the UK and EU respectively.

2. Details of Controller/ Processor

Company Name:

Contact Name:

Contact Email:

Contact Number:

DPO Name:

Registered Address:

Data Protection Registration Number:

(hereinafter: "Appointor") hereby designates

3. Details of Representative.

See Appendix 1 for EU Representative contact details to be used in your Privacy policy and other documentation.

UK Representative

Company Name: New Marketing Systems Ltd
Company Number: 10860289
Contact Name: Adam Brogden
Contact Email: support@optindigo.com
Contact Tel: +441772 217800

EU UK Address:
New Marketing Systems Ltd
20-22 Wenlock Road
London
N1 7GU

EU - Ireland Representative

Company Name: Instant EU GDPR Representative Ltd
Company Number: 665191
Contact Name: Adam Brogden
Contact Email: support@optindigo.com
Contact Tel: +353015549700

EU Dublin Address:
INSTANT EU GDPR REPRESENTATIVE LTD
69 Esker Woods Drive,
Lucan
Co. Dublin
Ireland

(hereinafter: “Representative”, and jointly with the Appointor, the “Parties”) as its Representative in the European Union, pursuant to art. 27 GDPR, subject to the following terms and conditions.

4. Subject matter of this agreement

The subject matter of this agreement consists of the appointment of the Representative pursuant to Article 27 of the GDPR, under the terms and conditions set out below.

5. Representative's obligations

(1) The Representative shall perform the tasks pursuant to Article 27 of the GDPR.

(2) In particular, the Representative shall:

- provide a written agreement to Appointor
- conduct an audit of Appointors GDPR implementation and data/processing to ensure they can reasonably represent the Appointor as required by Article 27.
- ensure a point of contact between the Appointor and a Supervisory Authority;
- facilitate the communication between data subjects and a Appointor;
- receive and transmit any communication from a Supervisory Authority or data subjects to the Appointor;
- notify the Appointor immediately, and in any case without undue delay, whenever an inquiry by a Supervisory Authority or a data subject is received and always maintain the Appointor updated about any further developments of such inquiries;
- after consultation with the Appointor, respond as instructed by the latter to any questions or inquiries from Supervisory Authorities or data subjects, including, but not limited to, the exercise of the rights pursuant to Art. 12-23 GDPR;
- inform the Appointor immediately, and in any case without undue delay, whenever any Supervisory Authority has imposed or is likely to impose any sanction against the Appointor or the Representative, providing accurate and complete information thereto related;
- **maintain records of processing activities according to art. 30 GDPR and make it available to the supervisory authority, upon request.**

6. Duty to cooperate

(1) The Representative shall ensure compliance with the provisions of data protection legislation, in accordance with the Appointor's compliance processes and policies. Appointor must provide copies of appropriate policies and procedures as required by Representative.

(2) The Representative shall fully cooperate with the competent Supervisory Authorities with regards to any action taken to ensure compliance with the law. Responsibility rests with the Appointor to respond in a timely manner and meet the requirements of the relevant authority.

(3) The Representative and Appointer shall communicate in English.

(4) Communication with data subjects, authorities, and Appointors will be by email, telephone, online chat, skype or by other means as required by the data subject or data protection authority.

7. Position of the Representative

In compliance with Article 27 of the GDPR, while exercising their tasks, the Representative shall:

- act as the EU Representative in all matters pertaining to GDPR
- take reasonable steps ensure they meet their obligations under Article 27
- work under the direct instructions and on the behalf of the Appointor, strictly within the limits of the present mandate;
- keep themselves updated and informed on the GDPR regulations;
- take all steps necessary to know and understand how the data is being processed;
- keep the contact details required for the communication with the data subjects and Supervisory Authorities correct and up-to-date at all times.

8. Obligations of the Appointor

The Appointor shall:

- make payment for all services provided by Representative as per the agreed schedule, where no schedule has been agreed all payments should be considered due within 7 days of invoice
- strictly comply with all the rules set out in the applicable data protection law and in the GDPR;

- provide the data subjects with accurate and updated information as to the identification of the Representative in the Union, as stated in Articles 13(1)a and 14(1)a of the GDPR;
- make available to the Representative accurate and updated information to fulfil their obligations as provided under this Agreement;
- reimburse the Representative for all costs and expenses reasonably and properly incurred in carrying out their obligations under this agreement.

9. Remuneration

The Representative shall receive a remuneration of for the performance of their services under this agreement as agreed. Failure to pay agreed fees for any service will result in immediate termination of the services offered. Fair usage limits apply as defined in Appendix 1 and based on the declaration in Appendix 2.

10. Term, termination – Pay-As-You-Go option

1. The term of this agreement is twelve months from acceptance of the Written Agreement.
2. After the initial term this agreement is terminated unless renewed and appropriate payment made.
3. Representative can terminate this agreement immediately for failure to make payment for setup fees or other fees.
4. Representative's right to terminate the agreement without notice for any serious breach of law, GDPR, contract or trust shall stay unaffected.
5. Tariff and service details may be changed by Representative with one month notice posted on our website and/or notified by email.
6. PAYG setup fee is based on number of employees/staff and company tun-over. Misrepresentation of company details to secure a lower tariff could result in cancellation of this agreement and additional charges.
7. PAYG per request pricing is based on price per valid request, call, email from any data subject. Regulator, or law enforcement representative
8. Travel and subsistence expenses where site visits are requested by the Appointor to be agreed in advance.

9. Additional services charged at standard optindigo.com rates.
10. Changes to contact details will be advertised one month in advance. Cost to amend contact details remain the responsibility of the Appointor.
11. Setup fees, audit fees, or other ad-hoc fees for any service are non-refundable.
12. Prices exclude VAT. Appointor pays all bank and currency conversion fees.

11. Term, termination – Subscription

1. The initial term of this agreement is twelve months from acceptance of the Written Agreement.
2. After the initial term this agreement can be terminated ordinarily with one month prior notice.
3. Appointor can terminate this agreement with one month prior notice, including within the initial term, should Representative fail to provide the services as defined in this agreement.
4. Representative can terminate this agreement with one month prior notice period should fair usage limit be exceeded without agreement, or for failure to make payment for additional fees, setup fee or monthly remuneration.
5. Representative's right to terminate the agreement without notice for any serious breach of law, GDPR, contract or trust shall stay unaffected.
6. Tariff and service details may be changed by Representative with one month notice posted on our website and/or notified by email.
7. Monthly Subscription pricing is based on number of employees/staff and company turn-over. Misrepresentation of company details to secure a lower monthly tariff payment could result in cancellation of this agreement and additional charges.
8. Definition of a request is based on price per valid SAR, complaint, call, email from any data subject, Regulator, or law enforcement representative
9. Travel and subsistence expenses where site visits are requested by the Appointor to be agreed in advance.
10. Additional services charged at standard optindigo.com rates.
11. Changes to contact details will be advertised one month in advance. Cost to amend contact details remain the responsibility of the client.
12. Setup fees, audit fees, or other ad-hoc fees for any service are non-refundable.
13. Prices exclude VAT. Appointor pays all bank and currency conversion fees.

12. Indemnification

(1) Each party to this agreement commits to indemnify and hold the other party harmless for any third party claims arising from, or connected to, their own culpable infringement of this agreement, including any culpable infringement committed by their legal representatives, subcontractors, employees or any other agents.

(2) Paragraph 5 of Article 27 of the GDPR shall stay unaffected.

13. Independence

The parties acknowledge and agree that nothing in this designation contract shall create or be interpreted as to create an employment or employment-like relationship between them.

14. Confidentiality

(1) In the course of performing their duties under this agreement, the Parties may obtain confidential information, which includes the terms of this agreement.

Confidential information does not include:

- information that was already in the public domain at the time it was communicated or otherwise entered the public domain after communication to either Party through no fault of the recipient;
- information that was already known to the recipient at the time of communication;
- information that was disclosed in no breach of the present provisions.

(2) The Parties agree to hold such information confidential and take all the precautionary measures to ensure that such information will stay confidential, both during and after the termination of the agreement.

(3) The Parties further agree to not use or disclose such confidential information other than for the purposes of fulfilling their contractual obligations and exercise their rights under this agreement.

(4) The above does not apply in case confidential information must be disclosed pursuant to the order of a court or whenever otherwise required by the applicable law.

15. Limitation on Liability

Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement.

Representative's liability for any breach-of-contract claims under this agreement will not exceed the Compensation Representative received from Appointor [Controller/Processor] under this agreement over the one month period immediately preceding the claim.

16. Closing provisions

(1) Any changes or amendments to this contract must be done in writing, including the waiver of this requirement.

(2) This contract is regulated by the laws of the UK. GDPR EU data protection provisions shall always apply and prevail.

(3) Should any provision of this contract be or become invalid or unenforceable, the remaining provisions shall stay unaffected. The invalid or unenforceable provision shall be replaced by the valid and enforceable one coming closest to the parties' intent.

(4) Exclusive venue of jurisdiction for any claims arising from or in connection with this contract shall be the UK.

Signed – Representative:

Date:

Signed – Appointor:

Date:

APPENDIX 1 – SCOPE OF SERVICE AND FAIR USAGE FEES.

Contact details for EU Representative Services:

Contact Details:

Name: EU GDPR Representative
Dublin office tel: +353 01 554970
UK office tel: +441772 217800
Support website [EU and UK]: <https://eugdprrep.com>
Email [EU and UK]: support@gdprteam.freshdesk.com

EU Dublin Address:

INSTANT EU GDPR REPRESENTATIVE LTD
69 Esker Woods Drive,
Lucan
Co. Dublin
Ireland

EU UK Address:

INSTANT EU GDPR REPRESENTATIVE LTD
20-22 Wenlock Road
London
N1 7GU

Our service includes access to our optindigo.com platform plus support to Fair usage allowances apply on a monthly basis [1* to end of each month] with no roll-over of remaining allowance or refunds. Additional fees will be charged as per this schedule. Where fee shown is different from fee shown online – the fee shown at: <https://gdprepresentative.com/pricing> applies.

MONTHLY TARIFF	SOLE-TRADER £29/Month	SME £99/Month	CORPORATE From £149/Month
Access to Optindigo.com Task Manager and GDPR Tools	INCLUDED	INCLUDED	INCLUDED
GDPR DOCUMENTS: Written Agreement Audit Questionnaire SAR and BREACH Processes	INCLUDED	INCLUDED	INCLUDED
EU Representative Services as defined in Art.27 and Art.80	AS BELOW	AS BELOW	AS BELOW

New GDPR Issues or Requests	2	3	5
Call received or made from Regulators or Data Subjects to or from Appointor	5	10	20
Charge for GDPR Issues or Request handling in excess of allowance	£50/request or issue	£50/request or issue	£50/request or issue
Review of Processing Activities by organisation	1 x Annual	1 x Annual	2 x Annual
Administrative hours included	1	2	4
Additional Administrative hours cost / hour	£75	£75	£75

PAYG TARIFF	SOLE-TRADER SETUP £100	SME SETUP £499	CORPORATE SETUP £999
Access to Optindigo.com Task Manager and GDPR Tools	INCLUDED	INCLUDED	INCLUDED
GDPR DOCUMENTS: Written Agreement Audit Questionnaire SAR and BREACH Processes	INCLUDED	INCLUDED	INCLUDED
EU Representative Services as defined in Art.27 and Art.80	AS BELOW	AS BELOW	AS BELOW
Charge for GDPR Issues or Request handling	£50/request or issue	£50/request or issue	£50/request or issue
Review of Processing Activities by organisation	1 x Annual included	1 x Annual included	2 x Annual included
Administrative time included [no rollover]	1/year	2/year	1/month
Administrative hours cost / hour	£75	£75	£75
YEAR 2 ONWARDS RENEWAL FEE	SOLE-TRADER £50	SME £250	CORPORATE £500

APPENDIX 2 – DECLARATION.

Our pricing is based on number of employees/staff and company tun-over. Misrepresentation of company details to secure a lower monthly tariff payment could result in cancellation of this agreement and additional charges.

	SOLE-TRADER	SME	CORPORATE
Staff/Employees/Contractors etc..	1	2-25	25+
Turnover	X	Less than £1M	More than £1M

APPENDIX 3 – OTHER TERMS.

Additional terms and conditions are as listed on our website: <https://gdprepresentative.com/>
Appointer accepts these terms as forming part of this agreement and legally binding.

Signed – Appointor:

Date:

Version: 14.0
Date: 25/08/2020
Author: Optindigo