



Data Processing Agreement

This Data Processing Agreement ("DPA") is entered into between:

TSL Sealing Solutions Limited, a company registered in England and Wales with its Registered Office TSL Sealing Solutions Limited 124-128 City Road London England EC1V 2NX Company Number 16725603

Background

- The Controller and the Processor have entered into, or are about to enter into, a service agreement dated [Date of Service Agreement] (the "Service Agreement") pursuant to which the Processor will provide certain services to the Controller.
- In the course of providing the services under the Service Agreement, the Processor may process personal data on behalf of the Controller.
- This DPA sets out the obligations of the Parties with respect to the processing of personal data in accordance with the requirements of applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the UK GDPR (as defined in the Data Protection Act 2018).

1. Definitions

1.1. In this DPA, capitalized terms not otherwise defined shall have the meanings ascribed to them in the GDPR/UK GDPR.

2. Scope of Processing

2.1. The Processor shall process personal data only on documented instructions from the Controller, unless required to do so by Union or Member State law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.2. The subject-matter, duration, nature and purpose of the processing, the type of personal data and categories of data subjects are as follows:

- **Subject-matter of processing:** Personal data processed in connection with the provision of [e.g., sealing solutions, engineering services, sales quotations] under the Service Agreement.
- **Duration of processing:** For the term of the Service Agreement, unless otherwise agreed in writing.
- **Nature and purpose of processing:** To enable the Processor to provide the services described in the Service Agreement, including but not limited to, processing customer information for quotes and service delivery.
- **Type of personal data:** [e.g., Names, addresses, contact details (phone, email), company details, payment information (if applicable)].



- **Categories of data subjects:** [e.g., Customers, employees of customers, contacts for business relationships].

3. Processor's Obligations

3.1. **Confidentiality:** The Processor shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2. **Security of Processing:** The Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- * the pseudonymisation and encryption of personal data;
- * the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- * the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- * a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

3.3. **Assistance to the Controller:** The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights.

3.4. **Assistance regarding security and data protection impact assessments:** Taking into account the nature of processing and the information available to the Processor, the Processor shall assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR/UK GDPR (security of processing, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject, and data protection impact assessment and prior consultation).

3.5. **Notification of Data Breach:** The Processor shall notify the Controller without undue delay after becoming aware of a personal data breach.

3.6. **Deletion or return of data:** At the choice of the Controller, the Processor shall delete or return all the personal data to the Controller after the end of the provision of services relating to processing and delete existing copies unless Union or Member State law requires storage of the personal data.

3.7. **Availability of information:** The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this DPA and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

4. Controller's Obligations



4.1. The Controller warrants that it has all necessary rights and consents to enable the Processor to lawfully process personal data in accordance with this DPA.

4.2. The Controller shall be responsible for the lawfulness of the personal data provided to the Processor.

4.3. The Controller shall ensure that the instructions given to the Processor are lawful.

5. Sub-processing

5.1. The Processor shall not engage another processor ("sub-processor") without prior specific or general written authorisation of the Controller. In the case of general written authorisation, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Controller the opportunity to object to such changes.

5.2. Where the Processor engages a sub-processor for carrying out specific processing activities on behalf of the Controller, the same data protection obligations as set out in this DPA shall be imposed on that sub-processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR/UK GDPR.

6. Liability

6.1. The liability of each Party under this DPA shall be subject to the limitations of liability set out in the Service Agreement.

7. Governing Law and Jurisdiction

7.1. This DPA shall be governed by and construed in accordance with English law.

7.2. Any disputes relating to this DPA will be subject to the exclusive jurisdiction of the courts of England and Wales.