

**GENERAL DATA PROTECTION REGULATION (EU) 2016/679 AGREEMENT  
14/05/2018**

**THIS GENERAL DATA PROTECTION REGULATION (EU) 2016/679 AGREEMENT (“GDPR Agreement”)** is between HR Interventions Ltd having its registered office at [Grandview House, Ennistymon Road, Lahinch, Co,Clare ] (“HRLocker”) and HRLocker’s [**Customers**] where HRLocker acts as a data processor of personal data on behalf of the [**Customer**].

**SECTION A – General**

1. This Agreement sets out terms and conditions of how personal data is shared and processed between the [**Customer**] and HRLocker - relevant where personal data is processed on behalf of the [**Customer**] (as data controller) and by HRLocker (as data processor).

2. For the purposes of this Agreement:

- the terms data controller, data processor, data subject, personal data, sensitive personal data, special categories of data, process, processing, processed (and like words), personal data breach and appropriate technical and organisational measures shall have the meanings given to them in Data Protection Legislation (including in Article 32 of the GDPR).
- Data Protection Legislation means the Irish Data Protection Acts 1988 and 2003 and all statutory instruments made thereunder, European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (SI 336/2011), the EU General Data Protection Regulation (Regulation 679/2016/EU) (“the GDPR”) and all EU and national measures supplementing the GDPR, the Irish Data Protection Act 2018 and any statutory instruments made thereunder, and all amendments to and replacements of the foregoing.
- Business Day means a working day (Monday to Friday inclusive) which is not a public holiday in Ireland or the domicile of HRLocker.
- Transfer or transferring, in relation to personal data, includes transferring personal data to and storing personal data on servers outside the EEA and granting third parties or individuals located outside the EEA access rights to personal data that are stored in the EEA.

3. The Parties agree that Section B of this Agreement applies to any processing of personal data which is carried out by HRLocker on behalf of the [**Customer**] in circumstances where the [**Customer**] is the data controller of that personal data.

**SECTION B - Data Processing**

4. If HRLocker processes personal data on behalf of the [**Customer**], it shall and hereby warrants that it shall:

4.1 process the personal data only to the extent, and in such a manner, as is necessary for the purposes of providing the services as agreed between the Parties in writing (the Agreed Services) and in accordance with the [**Customers**] documented instructions from time to time and shall not process the personal data for any other purpose. HRLocker will keep a record of any processing of personal data it carries out on behalf of the [**Customer**];

4.2 take all measures required pursuant to Article 32 of the GDPR, and, without limitation to this, ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be

protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

4.3 ensure: (a) that access to the personal data is limited to those employees who need access to the personal data to meet HRLockers obligations under any other agreement between the Parties and this Agreement and such part or parts of the personal data as is strictly necessary for performance of that employee's duties; and (b) that all of its employees involved with the Agreed Services have committed themselves to confidentiality and are aware both of the HRLocker's duties and their personal duties and obligations under Data Protection Legislation, all other applicable laws and under this Agreement;

4.4 promptly comply with any request from the **[Customer]** requiring HRLocker to amend, transfer or delete the personal data;

4.5 provide, at the **[Customers]** request, a copy of all personal data held by it in the format and on the media reasonably specified by the **[Customer]**, so as to enable the **[Customer]** to comply with its obligations under Articles 15 – 22 of the GDPR;

4.6 not authorise a third party (sub-processor) to process the personal data unless: (a) The **[Customer]** has consented in writing to this; (b) the same obligations set out in this Agreement, and in particular, those under this Section B, are imposed on the sub-processor by way of a contract between HRLocker and the sub-processor; (c) HRLocker shall remain fully liable to the **[Customer]** for the performance of that sub-processor's obligations; and (d) the sub-processor's contract terminates automatically on termination of this Agreement or any other agreement between the Parties giving rise to the processing of personal data, for any reason;

4.7 not transfer the personal data outside the European Economic Area without the prior written consent of the **[Customer]** and unless the following conditions are fulfilled: (a) The **[Customer]** or HRLocker has provided appropriate safeguards in relation to the transfer; (b) the data subject has enforceable rights and effective legal remedies; (c) HRLocker complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is so transferred; and (d) HRLocker complies with reasonable instructions notified to it in advance by the **[Customer]** with respect to the processing of the personal data;

4.8 within 42 hours of becoming aware, inform the **[Customer]**, of any personal data breach or if any personal data is lost or destroyed or becomes damaged, corrupted, or unusable, and provide The **[Customer]** with full co-operation and assistance to enable it to investigate and to understand the causes of any personal data breach or such other incidents and to allow the **[Customer]** to remedy same. Without prejudice to this, HRLocker will restore such personal data at its own expense;

4.9 immediately notify the **[Customer]** if HRLocker receives any complaint, notice or communication (whether from a data subject or from a data protection supervisory authority or otherwise) which relates directly or indirectly to the processing of the personal data or to either Party's compliance with the Data Protection Legislation, and provide the **[Customer]** with full co-operation and assistance in relation to any such complaint, notice or communication to enable the **[Customer]** to fully respond to it;


4.10 process the personal data in compliance with Data Protection Legislation and all other applicable laws;

4.11 assist the **[Customer]** in ensuring compliance with the obligations pursuant to Articles 15 – 22 of the GDPR and under Articles 32 – 36 of the GDPR.

5. If HRLocker receives a request from (or on behalf of) a data subject to exercise that person's rights under Data Protection Legislation, HRLocker shall: (a) notify the **[Customer]** within two Business Days of receiving such a request; (b) provide the **[Customer]** with full co-operation and assistance in relation to that request, to enable the **[Customer]** to fully respond to it; and (c) not respond to that request or disclose the personal data to any data subject or to a third party other than at the request or instruction of the **[Customer]**.
6. HRLocker shall make available to the **[Customer]** all information necessary to demonstrate compliance with Data Protection Legislation. The **[Customer]** is entitled, on giving at least fifteen Business Days' notice to HRLocker, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of personal data by HRLocker.
7. HRLocker shall, at the choice of the **[Customer]**, delete or return to the **[Customer]** all personal data on termination of this Agreement or any other agreement between the Parties giving rise to the processing of personal data, for any reason, and delete existing copies unless European Union or Member State law requires HRLocker to store or retain the personal data. If HRLocker is so required, then it will inform the **[Customer]** about this obligation.
8. HRLocker agrees to indemnify and keep indemnified and defend at its own expense the **[Customer]** on its own behalf and on behalf of any sub-contractors against all costs, fines, penalties claims, damages or expenses incurred by the **[Customer]** or for which the **[Customer]** may become liable due to any failure by the HRLocker, its employees, sub-contractors or agents to comply with Data Protection Legislation or any of their obligations under this Section B.

### **SECTION C – Final provisions**

9. Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained in the Agreement.
10. Each Party shall perform its obligations under this Agreement at its own cost.
11. This Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction with respect to any disputes or claims howsoever arising under this Agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity.

<p><b>SIGNED</b> for and on behalf of  <b>[INSERT NAME OF CUSTOMER COMPANY]</b></p> <p>By: _____  <i>Director /Authorised signatory</i></p> <p>Name  (Print): _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p>	<p><b>SIGNED</b> for and on behalf of  HR Interventions Ltd ("HRLocker")</p> <p>By:  _____  <i>Director /Authorised signatory</i></p> <p>Name  (Print): Adam Coleman</p> <p><b>Title: CEO</b></p> <p><b>Date: 17/05/2018</b></p>
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