

DATA PROCESSING AGREEMENT

Between:

- 1) **<Client Organisation>**, <Client Address> (the "Controller");
- 2) **121prodata Limited**, a company incorporated in England & Wales with registered address at 14th Floor, 33 Cavendish Square, London, W1G 0PW (the "Processor").

Each a "Party" and together the "Parties".

1. SUBJECT MATTER, DURATION, NATURE & PURPOSE

Subject Matter: Processing of telephone numbers provided by Controller to perform suppression/screening services against statutory and industry do-not-call registers, the Telephone Preference Service (TPS) and Corporate Telephone Preference Service (CTPS) and return screen results.

Duration: From the Effective Date until termination of the Services and deletion/return of Personal Data as set out herein.

Nature & Purpose: Storage, comparison, matching, flagging, and reporting necessary to deliver the screening Services, solely on Controller's documented instructions.

2. DEFINITIONS

"UK GDPR" means the UK General Data Protection Regulation and the Data Protection Act 2018.

"Personal Data", "Data Subject", "Processing", "Controller" and "Processor" have the meanings in the UK GDPR.

"Services" means the screening/suppression services described in Annex A.

3. CONTROLLER INSTRUCTIONS

Processor shall process Personal Data only on documented instructions from Controller (including with respect to any international transfers), unless required by UK law.

Processor shall promptly notify Controller if, in its opinion, an instruction infringes the UK GDPR.

4. CONFIDENTIALITY

Processor shall ensure persons authorised to process the Personal Data are subject to appropriate confidentiality obligations.

5. SECURITY

Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as described in Annex B (including encryption in transit and at rest, access controls, logging, and vulnerability management).

6. SUB-PROCESSING

Processor shall not appoint a sub-processor without Controller's prior written authorisation (general or specific). Where authorised, Processor shall put in place a written contract with the sub-processor imposing the same data protection obligations as this DPA (including Article 28(3) terms). Processor remains fully liable for the sub-processor's performance. Current sub-processors (if any) are listed in Annex C.

7. ASSISTANCE TO CONTROLLER

Processor shall assist Controller in fulfilling obligations to respond to Data Subjects' requests, security, breach notifications, DPIAs, and consultations with the ICO.

8. PERSONAL DATA BREACH

Processor shall notify Controller without undue delay after becoming aware of a Personal Data Breach relating to the Personal Data processed under this DPA.

9. INTERNATIONAL TRANSFERS

Processor shall not transfer Personal Data outside the UK without Controller's documented instructions and appropriate safeguards.

10. RETURN AND DELETION

Upon termination or at Controller's written request, Processor shall delete or return all Personal Data and delete existing copies, unless retention is required by UK law. See A6 in Annex A.

11. AUDIT & COMPLIANCE

Processor shall make available to Controller all information necessary to demonstrate compliance and allow for audits.

12. USE LIMITATIONS

Processor shall not use the Personal Data for its own purposes, attempt to identify individuals, combine or enrich data, or contact any number supplied by Controller.

13. LIABILITY AND INDEMNITY

Processor indemnifies Controller for breaches of our obligations under the agreement or applicable data protection laws.

Controller indemnifies Processor for any non-compliance resulting from The Controller's instructions or use of the service.

Nothing limits a Party's liability where not permitted by law.

14. ORDER OF PRECEDENCE

If there is any conflict between this DPA and the Service Terms and Conditions, this DPA prevails on data protection matters.

15. GOVERNING LAW & JURISDICTION

This DPA is governed by the laws of England & Wales. The Parties submit to the exclusive jurisdiction of the courts of England & Wales.

ANNEX A – DETAILS OF PROCESSING

A1. Categories of Data Subjects: Individuals whose telephone numbers are provided by Controller for compliance screening.

A2. Types of Personal Data: Telephone numbers (no names or other identifiers).
Optional metadata: campaign ID, internal list ID.

A3. Special Category Data: None.

A4. Purpose(s) of Processing: TPS/CTPS suppression/screening; returning flags and related compliance reporting.

A5. Processing Activities: Import, secure storage, deduplication, matching, flagging, reporting, and secure deletion.

A6. Retention: Server logs information is retained for 52 days; C/TPS matching result data is retained for a maximum of 30 months (to help the client with information requests from the ICO and to help fulfil our Audit Trail Guarantee); order information is retained for 7 years for tax purposes and defence against legal claims.

A7. Location of Processing: United Kingdom.

A8. Transfers outside the UK: None, unless expressly instructed by Controller and subject to safeguards.

ANNEX B – SECURITY MEASURES (SUMMARY)

B1. Governance: Information Security Policy aligned to ISO/IEC 27001 (not certified); staff training; access on least-privilege basis.

B2. Logical Security: MFA for admin access; role-based access controls; network segmentation; firewalling.

B3. Data Protection: TLS 1.2+ in transit; AES-256 at rest; hashing of telephone numbers for match-processing where feasible.

B4. Monitoring & Resilience: Logging and alerting; vulnerability scans; backups; tested restoration.

B5. Breach Management: Incident response plan; notification to Controller without undue delay.

B6. Data Minimisation: Only telephone numbers and essential metadata processed; no enrichment or identification attempts.

ANNEX C – AUTHORISED SUB-PROCESSORS

Namesco Ltd (Poundhost) host main and backup servers for delivery of the service, all based within the UK.

SIGNATURES

Signed for and on behalf of the Controller:

Date:

Name:

Title:

Signed for and on behalf of the Processor:

Date:

Name: Spencer Clarke

Title: Director