Paycheck | Plus ™

Your payroll. Our passion.

PAYCHECK PLUS PAYROLL SERVICES IRELAND LIMITED

(t/a PAYCHECK PLUS)

(SUPPLIER)

- AND -

[INSERT CLIENT NAME]

(CLIENT)

Data Processing Agreement

Data Processing Agreement

Paycheck|Plus ™

PARTIES

(1) **[   ]** a company incorporated in **[   ]** (registered number **[   ]**) and having its registered office at **[   ]** (the "**Client**"); and

(2) **PAYCHECK PLUS PAYROLL SERVICES IRELAND LIMITED** (t/a Paycheck Plus), a company incorporated in Ireland (registered number 478113) and having its registered office at FBD House, Donore Road, Drogheda, Co. Louth, A92 ND1H (the "**Supplier**"),

(together, the "**Parties**" and each a "**Party**")

BACKGROUND

(A) The Client owns the copyright and any database rights in the Client Data (NPD).

(B) The Supplier has agreed to provide the Services on the basis of the Terms using the PCP Engage System.

(C) The Client has agreed to license to the Supplier the use of all copyright and database rights (owned by the Client) in the Client Data to enable the Supplier to provide the Services, and to transfer to the Supplier all the Client Data for the same purpose, on the terms set out in this DPA.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this DPA (including in the Background).

Affiliate: has the meaning given to such term in the Terms.

Agreed Sub-Processors: has the meaning given to that term in Clause 16.1.

Appropriate Safeguards: means the measures set out in Article 46 of GDPR.

Appropriate Technical and Organisational Measures: the appropriate technical and organisational measures referred to in Data Protection Legislation (including, as appropriate, the measures referred to in Article 32(1) of the GDPR).

Authorised Person: the Supplier's authorised personnel as described in the Terms.

Business Day: has the meaning given to such term in the Terms.

Business Purpose: the provision of payroll related services

Confidential Information: all confidential information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives in connection with this DPA, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Client Data: the Client Data (NPD) and the Client Data (PD).

Client Data (NPD): all Data supplied by the Client to the Supplier from time to time other than the Client Data (PD) during the Term.

Client Data (PD): the Personal Data supplied by the Client to the Supplier from time to time during the Term.

Client System: any information technology system or systems owned or operated by Client from which Client Data is accessed or received by Supplier in accordance with this DPA.

Controller: has the meaning given to such term in Data Protection Legislation.

Data: any data or information, in whatever form, including but not limited to images, still and moving, and sound recordings.

Data Protection Legislation: means the Data Protection Acts 1988 to 2018, GDPR and any other applicable law or regulation relating to the Processing of Personal Data and to privacy (including the E-Privacy Directive and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 ("**E-Privacy Regulations**"), as such legislation shall be supplemented, amended, revised or replaced from time to time.

Data Protection Officer: a data protection officer appointed pursuant to Data Protection Legislation.

Data Subject: an individual who is the subject of Personal Data in respect of whom the Client is the Controller.

Delete: to remove or obliterate Personal Data such that it cannot be recovered or reconstructed.

Documentation: any document made available to the Client by the Supplier which sets out a description of the Services and any user instructions or guidance in respect of the Services.

DPA: this data processing agreement.

DPC: Office of Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23, Ireland.

EEA: European Economic Area.

Effective Date: the first day of the Term as defined in the Terms.

GDPR: General Data Protection Regulation (EU) 2016/679.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered, including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Business Hours: 9.15 am to 5.00 pm GMT on a Business Day.

PCP Engage System means the software platform provided by third party service provider, Payzaar Limited to facilitate the secure transmission of data between the Client and Paycheck Plus and which contains, inter alia, a calendar and timelines for the provision of the Services.

Personal Data: has the meaning set out in GDPR and relates only to personal data, or any part of such personal data, in respect of which the Client is the Controller, and in respect of which the Supplier is the Processor under this DPA.

Personal Data Breach: means any "personal data breach" as defined in the GDPR in respect of the Personal Data caused by the Supplier.

Processed Data: any Client Data that has been Processed.

Processing: has the meaning given to such term in Data Protection Legislation, and **Processed** and **Process** shall be interpreted accordingly.

Processor: has the meaning given to such term in Data Protection Legislation.

Relevant Data: the Client Data and the Processed Data.

Representatives: a Party's employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services.

Restricted Transfer: any transfer of Personal Data to countries outside of the EEA which are not subject to an adequacy decision by the European Commission, where such transfer would be prohibited by Data Protection Legislation.

Security Features: any security feature, including any encryption, pseudonymisation, key, PIN, password, token or smartcard.

Services: the Processing of Client Data by the Supplier for the Business Purpose, as more particularly described in the Terms.

Service Fees: has the meaning given to such term in the Terms.

Software: the software provided and/or used by the Supplier as part of the Services.

Specific Instructions: instructions meeting the criteria set out in Clause 2.2 of this DPA.

Standard Contractual Clauses: the contractual Clauses dealing with the transfer of Personal Data outside the EEA, which have been approved by (i) the European Commission under Data Protection Legislation, or (ii) by the DPC or an equivalent competent authority under Data Protection Legislation.

Sub-processor: has the meaning given to such term in Clause 16.1 of this DPA.

Supplier: Paycheck Plus, being the trading name of Paycheck Plus Payroll Services Ireland Limited (Company Registration Number 478113).

Supplier System: any information technology system or systems owned or operated by the Supplier to which Client Data is delivered or on which the Services are performed in accordance with this DPA.

Term: the duration of the provision of the Services, as set out in the Terms.

Terms: the Supplier's standard terms of business.

1.2 Clause, Appendix and paragraph headings shall not affect the interpretation of this DPA.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Appendices form part of this DPA and shall have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Appendices.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 References to Clauses and Appendices are to the Clauses and Schedules of this DPA.

1.11 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.12 In the event that (i) either Party is required to enter into the Standard Contractual Clauses in accordance with Clause 15.2, and (ii) there is any conflict or ambiguity between any provision contained in this DPA and any provision contained in such Standard Contractual Clauses, the Standard Contractual Clauses shall take precedence.

2. **SERVICES**

2.1 In consideration of the mutual obligations set out herein, during the Term, the Supplier shall supply the Services to the Client and the Client shall pay the Service Fees in respect of such Services. The Client hereby grants a non-exclusive, non-transferrable, non-sub licensable (other than to the Supplier's Affiliates) licence to the Supplier to the use of all copyright and database rights in the Client Data for the duration of the Term to enable the Supplier to provide the Services, and to transfer to the Supplier all the Client Data for the same purpose, in accordance with the terms of this DPA.

2.2 The Supplier shall not act on any specific instructions given by the Client from time to time during the Term in respect of Processing unless they are:

2.2.1 in writing (including by electronic means); and

2.2.2 given by an Authorised Person.

2.2.3 The Supplier shall Process the Client Data (PD) for the Business Purpose only and in compliance with the Client's instructions from time to time, which may be Specific Instructions or general instructions, unless required to do otherwise by law, in which case, where legally permitted, the Supplier shall inform the Client of such legal requirement before Processing.

2.3 The types of Personal Data to be Processed pursuant to this DPA shall include (but shall not be limited to) [Name; Address; Date of Birth; Gender; social security number; Bank Account Details; E-mail Address; Mobile Phone Number; Job Title; Hours worked; Contract status; Employment-related dates (start date; termination date; periods of absence); Tax details; Salary details; Details of any additions or deductions (e.g. pension; benefits; expenses; etc.) and the categories of Data Subject to whom such Personal Data relates shall include company employees, officers and directors.]

2.4 If the Client does not sign and return this DPA within fourteen (14) days of the receipt of same, but continues to use the Services thereafter, the Client shall be deemed to have accepted the terms of this DPA by continuing to use and/or receive the Services.

3. CONNECTION

3.1 The Parties shall use reasonable efforts to establish connectivity between the Client System and the Supplier System on the Effective Date. Each party shall bear its own costs of establishing that connectivity.

3.2 The Client shall promptly after the Effective Date migrate the Client Data from the Client System (or make the Client Data available through an online portal) to the PCP Engage System for Processing in accordance with this DPA. As part of this process, the Client shall use such encryption software, password protection or other security measures as are recommended by the Supplier for the purposes of securing the Client Data.

4. SERVICE FEES

4.1 For the performance of the Services, the Client shall pay the Service Fee to the Supplier, in accordance with the Terms.

5. PARTIES' OBLIGATIONS

5.1 The Supplier shall:

5.1.1 only make copies of the Client Data to the extent reasonably necessary for the Business Purpose (which, for clarity, includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing of the Client Data); and

5.1.2 not extract, reverse-engineer, re-utilise, use, exploit, redistribute, re-disseminate, copy or store the Client Data other than for the Business Purpose.

5.2 The Supplier shall notify the Client in writing without delay of any situation or envisaged development that shall in any way change the ability of the Supplier to Process the Client Data (PD) as set out in this DPA.

5.3 The Supplier shall retain the Client Data in accordance with its Data Retention Policy. Notwithstanding this, the Supplier shall, taking into account the nature of the Supplier's Processing of Personal Data, promptly comply with any written request from the Client requiring the Supplier to amend, transfer or Delete any of the Client Data. Where the Client requests the Supplier to Delete the Client Data, then the Client shall have no further recourse or liability to the Supplier in respect of the Deleted Client Data.

5.4 At the Client's request the Supplier shall provide to the Client a copy of all Client Data held by the Supplier in a commonly used format.

5.5 At the Client's request, taking into account the nature of the Supplier's Processing of the Personal Data and the information available, the Supplier shall provide to the Client such information and such assistance as the Client may reasonably require, and within the timescales reasonably specified by the Client, to allow the Client to comply with its obligations under Data Protection Legislation, including but not limited to assisting the Client to:

5.5.1 comply with its own security obligations with respect to the Personal Data;

5.5.2 discharge its obligations to respond to requests for exercising Data Subjects' rights with respect to the Personal Data;

5.5.3 comply with its obligations to inform Data Subjects about serious Personal Data Breaches;

5.5.4 carry out data protection impact assessments and audit data protection impact assessment compliance with respect to the Personal Data; and

5.5.5 consult with the DPC following a data protection impact assessment, where a data protection impact assessment indicates that the Processing of the Personal Data would result in a high risk to Data Subjects.

5.6 Any proposal by the Supplier to in any way use or make available the Client Data other than as provided for pursuant to this DPA shall be subject to prior written approval of the Client.

5.7 The Client acknowledges that the Supplier is under no duty to investigate the completeness, accuracy or sufficiency of (i) any instructions received from the Client, or (ii) any Client Data.

5.8 The Client shall:

5.8.1 ensure that it is entitled to transfer the relevant Client Data (PD) to the Supplier so that the Supplier may lawfully use, process and transfer (if applicable) the Client Data (PD) in accordance with this DPA;

5.8.2 ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Legislation;

5.8.3 notify the Supplier in writing without delay of any situation or envisaged development that shall in any way influence, change or limit the ability of the Supplier to process the Client Data (PD) as set out in this DPA;

5.8.4 ensure that the Client Data (PD) that the Client instructs the Supplier to Process pursuant to this DPA is:

(a) obtained lawfully, fairly and in a transparent manner in relation to the Data Subject (including in respect of how consent is obtained);

(b) collected and processed for specified, explicit and legitimate purposes, and not further processed in a manner incompatible with those purposes;

(c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;

(d) accurate, and where necessary kept up to date;

(e) erased or rectified without delay where it is inaccurate, having regard to the purposes for which they are processed;

(f) kept in a form which permits identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data are processed (subject to circumstances where Personal Data may

be stored for longer periods insofar as it will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, and subject to the implementation of Appropriate Technical and Organisational Measures);

(g) processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures;

(h) provide such information and such assistance to the Supplier as the Supplier may reasonably require, and within the timescales reasonably specified by the Supplier, to allow the Supplier to comply with its obligations under Data Protection Legislation;

(i) not alter the technical arrangements relating to the format, presentation and distribution of the Client Data to the Supplier within the PCP Engage System without the Supplier's prior written approval; and

(j) implement Appropriate Technical and Organisational Measures to safeguard the Client Data while it is on the PCP Engage System.

5.9 The Client shall not pass any Client Data (PD) to the Supplier for processing which has been kept by the Client for a period that is longer than necessary.

5.10 The Supplier reserves the right to charge reasonable costs to the Client for compliance with the obligations set out in this Clause 5.

6. **SUPPLIER'S EMPLOYEES**

6.1 The Supplier shall take reasonable steps to ensure the reliability of all its employees, agents and sub-contractors who have access to the Client Data (PD), and to ensure that such employees, agents and sub-contractors have committed themselves to a binding duty of confidentiality in respect of such Client Data (PD).

7. **RECORDS**

7.1 The Supplier shall keep at its normal place of business records (including in electronic form) relating to all categories of Processing activities carried out on behalf of the Client, containing:

7.1.1 the general description of the security measures taken in respect of the Personal Data, including details of any Security Features and the Appropriate Technical and Organisational Measures;

7.1.2 the name and contact details of the Supplier; any sub-supplier; and where applicable the Supplier's representatives; and where applicable any Data Protection Officer appointed by the Supplier;

7.1.3 the categories of Processing by the Supplier on behalf of the Client; and

7.1.4 details of any non-EEA Personal Data transfers, and the safeguards in place in respect of such transfers.

8. **AUDITS**

8.1 Subject to Clause 8.2, 8.3, 8.4 and 8.6, and to the extent required by Data Protection Legislation, the Client shall have the right to examine and review the use by the Supplier of the Client Data provided to the Supplier by the Client only for the purpose of ascertaining that such Client Data has been used and Processed in accordance with the terms of this DPA.

8.2 An audit under this Clause shall be carried out on the following basis: (i) the Client must first contact the Supplier by email asking for evidence of compliance with the Supplier's obligations under this DPA, and the Supplier shall respond to such email within thirty (30) Business Days; (ii) if the Supplier has not responded to the Client's email with a response which is reasonably satisfactory to the Client within such thirty (30) Business Day period then, the Client may audit the Supplier's Processing of Processed Data at a location agreed by the Supplier.

8.3 An audit under this Clause 8 shall be carried out no more than once in any twelve (12) month period and shall be conducted during Normal Business Hours during the course of one Business Day and shall only relate to the Personal Data. The Supplier shall grant to the Client (or representatives of the Client) on reasonable advance notice a right of access to the Supplier's premises during Normal Business Hours for the purpose of such examination and review, and the Supplier shall give such necessary assistance to the conduct of such examinations/audits. The Client shall bear the reasonable expenses incurred by the Supplier in respect of any such audit and any such audit shall not interfere with the normal and efficient operation of the Supplier's business. The Supplier may require, as a condition of granting such access, that the Client (and representatives of the Client) enter into reasonable confidentiality undertakings with the Supplier.

8.4 The scope of any examination and review by the Client of the use by the Supplier of the Personal Data shall be agreed in writing prior to the commencement of any such examination and review.

8.5 In the event that the audit process determines that the Supplier is materially non-compliant with the provisions of this DPA, the Client may, by notice in writing, deny further access to the Client Data.

8.6 To the extent permitted under Data Protection Legislation, the Supplier may demonstrate its and, if applicable it's Sub-processors', compliance with its obligations under this DPA through its compliance with a certification scheme or code of conduct approved under Data Protection Legislation.

9. **CONFIDENTIALITY**

9.1 The Supplier acknowledges that the Client's Confidential Information includes any Client Data.

9.2 The Parties' respective confidentiality obligations are set out in the Terms.

10. **DATA SUBJECT REQUESTS**

10.1 Taking into account the nature of the Supplier's Processing of the Personal Data, the Supplier shall assist the Client by employing Appropriate Technical and Organisational Measures, insofar as this is possible, in respect of the fulfilment of the Client's obligations to respond to requests from a Data Subject exercising his/her rights under Data Protection Legislation.

10.2 The Supplier shall notify the Client as soon as reasonably practicable if it receives:

10.2.1 a request from a Data Subject for access to that person's Personal Data;

10.2.2 any communication from a Data Subject seeking to exercise rights conferred on the Data Subject by Data Protection Legislation in respect of the Personal Data; or

10.2.3 any complaint or any claim for compensation arising from or relating to the Processing of the Personal Data.

10.3 The Supplier shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Client, as provided for in this DPA, or as required by law in which case the Supplier shall to the extent permitted by law inform the Client of that legal requirement before the Supplier discloses the Personal Data to any Data Subject or third party.

10.4 The Supplier shall not respond to any request from a Data Subject except on the documented instructions of the Client or Authorised Person or as required by law, in which case the Supplier shall to the extent permitted by law inform the Client of that legal requirement before the Supplier responds to the request.

10.5 The Supplier reserves the right to charge reasonable costs to the Client for compliance with the obligations set out in this Clause 10.

11. **DATA PROTECTION OFFICER**

11.1 The Supplier shall appoint a Data Protection Officer, if required to do so pursuant to Data Protection Legislation, and provide the Client with the contact details of such Data Protection Officer.

11.2 The Client shall appoint a Data Protection Officer, if required to do so pursuant to Data Protection Legislation, and provide the Supplier with the contact details of such Data Protection Officer.

12. **SECURITY**

12.1 The Supplier shall, in accordance with its requirements under Data Protection Legislation, implement Appropriate Technical and Organisational Measures to safeguard the Client Data (PD) from unauthorised or unlawful Processing or accidental loss, alteration, disclosure, destruction or damage, and that, having regard to the state of technological development and the cost of implementing any measures (and the nature, scope, context and purposes of Processing, as well as the risk to Data Subjects and the size of the Supplier's business), such measures shall be proportionate and reasonable to ensure a level of security appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, alteration, disclosure,

destruction or damage and to the nature of the Personal Data to be protected.

12.2 The Supplier shall ensure that the Client Data provided by the Client can only be accessed by persons and systems that are authorised by the Supplier and necessary to meet the Business Purpose, and that all equipment used by the Supplier for the Processing of Client Data shall be maintained by the Supplier in a physically secure environment.

12.3 The Client shall make a back-up copy of the Client Data as often as is reasonably necessary and record the copy on media from which the Client Data can be reloaded in the event of any corruption or loss of the Client Data.

13. **BREACH REPORTING**

13.1 The Supplier shall promptly inform the Client if any Client Data is lost or destroyed or becomes damaged, corrupted, or unusable, or if there is any accidental, unauthorised or unlawful disclosure of or access to the Client Data. In such case, the Supplier will use its reasonable endeavours to restore such Client Data at the Client's expense (save where the incident was caused by the Supplier's negligent act or omission, in which case it will be at the Supplier's expense), and will comply with all of its obligations under Data Protection Legislation in this regard.

13.2 The Supplier must inform the Client of any Personal Data Breaches, or any complaint, notice or communication in relation to a Personal Data Breach, without undue delay. Taking into account the nature of the Supplier's Processing of the Personal Data and the information available to the Supplier and at the Client's cost the Supplier will provide sufficient information and assist the Client in ensuring compliance with its obligations in relation to notification of Personal Data Breaches (including the obligation to notify Personal Data Breaches to the DPC within seventy two (72) hours), and communication of Personal Data Breaches to Data Subjects where the breach is likely to result in a high risk to the rights of such Data Subjects. Taking into account the nature of the Supplier's Processing of the Personal Data and the information available to the Supplier and the Supplier shall co-operate with the Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

13.3 The Supplier reserves the right to charge reasonable costs to the Client for compliance with the obligations set out in this Clause 13.

14. **INTELLECTUAL PROPERTY RIGHTS**

14.1 The Supplier acknowledges that all Intellectual Property Rights in the Client Data are and will remain the property of the Client and the Data Subjects, as the case may be; and that the Supplier shall have no rights in or to the Client Data other than the right to use it for the purposes set out in this DPA.

14.2 The Client acknowledges and agrees that, save as set out in Clause 14.1, the Supplier and/or its licensors own all Intellectual Property Rights in the Services, Software

Documentation and PCP Engage Platform. Except as expressly stated herein, this DPA does not grant the Client any Intellectual Property Rights, or any other proprietary rights or licences in respect of the Services, Software Documentation or PCP Engage Platform.

15. **RESTRICTED TRANSFERS**

15.1 A Restricted Transfer may not be made by the Supplier without the prior written consent of the Client (such consent not to be unreasonably withheld, delayed or conditioned), and if such Client consent has been obtained, such Restricted Transfer may only be made where there are Appropriate Safeguards in place with regard to the rights of Data Subjects (including but not limited to the Standard Contractual Clauses, binding corporate rules, or any other model clauses approved by the DPC). The Party who is entering into the Standard Contractual Clauses with a Data Importer shall comply with the guidance of any relevant regulatory authority on Restricted Transfers in particular with respect to the use of Standard Contractual Clauses and any additional measures required to be taken in the context of any such Restricted Transfers.

15.2 Subject to Clause 15.3, in the event of any Restricted Transfer by the Supplier to a contracted Sub-processor, to any Affiliate of the Client or otherwise ('**Data Importer'**) for which Client consent has been obtained, the Parties shall procure that (i) the Client (where the Restricted Transfer is being made at the request of the Client) or the Supplier acting as agent for and on behalf of the Client (where the Restricted Transfer is being made at the request of the Supplier), and (ii) the Data Importer, shall enter into the Standard Contractual Clauses substantially in the form set out in the Appendix in respect of such Restricted Transfer.

15.3 Clauses 15.1 or 15.2 shall not apply to a Restricted Transfer if other compliance steps (which may include, but shall not be limited to, obtaining consents from Data Subjects) have been taken to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Legislation.

16. **SUB-PROCESSORS**

16.1 The Client agrees and acknowledges that the Supplier may have the Personal Data Processed by any of its Affiliates and by any agents and contractors (a '**Sub-processor**'). Details of the Sub-processors engaged by the Supplier as at the date of this DPA are set out in the Schedule to this DPA (the "**Agreed Sub-processors**"). The Supplier shall inform the Client of any intended changes concerning the addition or replacement of other Sub-processors, thereby giving the Client the opportunity to object to such changes. Should the Client demonstrate in writing that such new Sub-Processor is not compliant with any applicable data protection law and therefore not be able to support the involvement of that new Sub-Processor and should this not be remedied, to Client's justified and demonstrated satisfaction and Supplier continues to involve the related new Sub-Processor in the provision of the Services, the Client will be entitled to terminate this DPA forthwith.

16.2 The Supplier must enter into a data processing contract with the Sub-processor (and provide the Client with an executed copy of such contract on request) which places the same data protection obligations on the Sub-processor as the Supplier has in this DPA (in particular, providing sufficient guarantees to implement Appropriate Technical and Organisational Measures in such a manner that the Processing will meet the requirements of Data Protection Legislation).

16.3 With respect to each Sub-processor, the Supplier shall, before the Sub-processor first Processes Client Data (PD), ensure that the Sub-processor is capable of providing the level of protection for Client Data (PD) required by this DPA.

16.4 The Supplier will remain fully liable to the Client in respect of any failure by the Sub-processor to fulfil its data protection obligations in this regard.

17. **WARRANTIES**

17.1 The Supplier warrants and undertakes to the Client that:

17.1.1 the Supplier will Process the Client Data in compliance with its obligations under the Data Protection Legislation;

17.1.2 the Supplier will maintain Appropriate Technical and Organisational Measures against the unauthorised or unlawful Processing of Client Data (PD) and against the accidental loss or destruction of, or damage to, Client Data (PD); and

17.1.3 the Supplier will discharge its obligations under this DPA with all due skill, care and diligence.

17.2 The Client hereby warrants and undertakes that:

17.2.1 it has complied with and shall comply with its obligations under Data Protection Legislation;

17.2.2 it has the right to transfer the Client Data (PD) to the Supplier in accordance with the terms of this DPA;

17.2.3 as far as it is aware, the Processing of the Client Data (PD) under this DPA will not infringe the Intellectual Property Rights of any third party;

17.2.4 the Client Data contains nothing that is defamatory or indecent;

17.2.5 the Client's instructions that are set out in this DPA accurately reflect the instructions of the Client, as Controller, to the extent that the Supplier is a Processor of the Client';

17.2.6 it shall and shall cause, appropriate notices to be provided to, and valid consents to be obtained from, Data Subjects, in each case that are necessary for the Supplier to Process (and have Processed by Sub-processors) Personal Data under or in connection with this DPA, including Processing outside the EEA on the basis of any of the legal conditions for such transfer and Processing set out in Clause 15 above;

17.2.7 it shall not, by act or omission, cause the Supplier to violate any Data Protection Legislation, notices provided to, or consents obtained from, Data Subjects as a result of the Supplier or its Sub-processors Processing the Personal Data;

17.2.8 it will implement Appropriate Technical and Organisational Measures to safeguard the Client Data while it is on the PCP Engage System;

18. **INDEMNITY**

18.1 The Client (the '**Indemnifying Party**') agrees to indemnify and keep indemnified and defend at its own expense the Supplier (the '**Indemnified Party**') against all costs, claims, damages or expenses incurred by the Indemnified Party or for which the Indemnified Party may become liable due to any failure by the Indemnifying Party or its employees or agents to comply with any of its obligations under this DPA and/or under Data Protection Legislation.

18.2 If any third party makes a claim against the Indemnified Party, or notifies an intention to make a claim against the Indemnified Party, the Indemnified Party shall: (i) give written notice of the claim against the Indemnified Party to the Indemnifying Party as soon as reasonably practicable; (ii) not make any admission of liability in relation to the claim against Indemnified Party without the prior written consent of the Indemnifying Party; (iii) at the Indemnifying Party's request and expense, allow the Indemnifying Party to conduct the defence of the claim against the Indemnified Party including settlement; and (iv) at the Indemnifying Party's expense, co-operate and assist to a reasonable extent with the Indemnifying Party's defence of the claim against the Indemnified Party.

19. **LIMITATION OF LIABILITY**

19.1 Unless required to do so by the DPC or any other competent supervisory authority, the Supplier shall not make any payment or any offer of payment to any Data Subject in response to any complaint or any claim for compensation arising from or relating to the Processing of the Client Data, without the prior written agreement of the Client.

19.2 The Client acknowledges and agrees that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Client Data (PD). Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions and/or the transactions contemplated by this DPA.

19.3 Subject to Clause 19.2, Supplier's total liability to the Client or to any person claiming under the Client (including its Affiliates and its and its Affiliate's directors, employees and agents and Clients) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this DPA shall be as set out in the Terms.

19.4 The Supplier shall not be liable for any Data Processed prior to the Supplier's engagement by the Client pursuant to the Terms.

20. **TERMINATION**

20.1 The Parties' respective termination rights are set out in the Terms. This DPA shall terminate automatically on any termination or expiry of the Terms.

20.2 On any termination or expiry of this DPA:

20.2.1 all licences granted by the Client to the Supplier pursuant to this DPA shall cease and have no further effect;

20.2.2 subject to Clause 5.3, at the choice of the Client, the Supplier shall Delete or return all Client Data to the Client and Delete existing copies of such Client Data, unless legally required to store the Client Data for a period of time. If the Client makes no such election within a ten (10) day period of termination or expiry of this DPA, the Supplier shall Delete any of the Client Data in its possession, unless legally required to store the Client Data for a period of time (or unless it keeps an archived copy in accordance with Clause 5.3); and

20.2.3 subject to Clause 5.3, if the Client elects for destruction rather than return of the Client Data under Clause 20.2.2, the Supplier shall as soon as reasonably practicable ensure that all Relevant Data is Deleted, unless legally required to store the Client Data for a period of time.

21. **MISCELLANEOUS**

21.1 The provisions in Clause 13 of the Terms (Dispute Resolution) shall apply as if they were set out in full in this DPA.

APPENDIX

STANDARD CONTRACTUAL CLAUSES

[TO BE APPENDED WHERE DATA IS TO BE TRANSFERRED TO EITHER A CONTROLLER OR PROCESSOR OUTSIDE EEA]

SCHEDULE

AGREED SUB-PROCESSORS

Payzaar Limited

Twilio Inc. (t/a Twilio SendGrid)

This Schedule is required for the purposes of Clause 16.1 of this DPA. Please do not remove from Agreement.

This DPA has been entered into on the date stated at the beginning of it with effect from the Effective Date.

SIGNED FOR AND ON BEHALF OF **PAYCHECK PLUS PAYROLL SERVICES IRELAND LIMITED t/a PAYCHECK PLUS**	_____ **Authorised Signatory** Print Signatory Name: _____ Print Signatory Title: _____

SIGNED FOR AND ON BEHALF OF [**INSERT CLIENT NAME IN BLOCK CAPITALS**]	_____ **Authorised Signatory** Print Signatory Name: _____ Print Signatory Title: _____