



## Data Processing Agreement

Commencement Date: Monday, 21 June 2021

This Data Processing Agreement applies between you as the Customer ("Controller") and Zunded of 1041 Lesperance Rd, Windsor, ON N8N 1W9, Canada ("Processor")

### Purpose

The Controller wishes to host its data including but not limited to client and customer data on the by the Processor provided hosting solutions which requires the processing of personal data as defined in the General Data Protection Regulation 2016/679 and the Personal Information Protection and Electronic Documents Act, on the lawful basis of providing contractual services. The Processor is the chosen service provider and does so under the current data protection legal framework. Consequently, the parties seek to implement a supplementary and expressly into the service agreement incorporated, data processing agreement that complies with the obligations set out in the General Data Protection Regulation 2016/679 and the Personal Information Protection and Electronic Documents Act.

### Agreed Terms and Conditions

#### 1. Interpretation and Definitions

- 1.1. Clause, Paragraph and Annex headings must not affect the interpretation of this agreement.
- 1.2. Unless the context otherwise requires, words in the singular must include the plural and, in the plural include the singular.
- 1.3. Unless otherwise defined, the following terms must have the following meaning:
  - GDPR:** means the General Data Protection Regulation 2016/679;
  - PIPEDA:** means the Personal Information Protection and Electronic Documents Act;
  - Personal Data:** means the personal data disclosed to the Processor by or on behalf of the Controller;
  - Data Subject:** means an individual that is the subject of any of the Personal Data;
  - DPA:** means this Data Processing Agreement and all Schedules;
  - Service Agreement:** means the primary agreement between the Controller and Processor;
  - Supervisory Authority:** means any relevant independent public authority responsible for monitoring the implementation of the GDPR and PIPEDA;
  - Sub-Processor:** means any Data Processor engaged by the Processor;
- 1.4. In the event of conflict between the definitions used in this DPA and those provided under the GDPR and PIPEDA, definitions provided in the GDPR and PIPEDA must prevail in respect of such conflict.

#### 2. Obligations of the Controller

- 2.1. The Controller is a Data Controller of Personal Data under the GDPR and PIPEDA.



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- 2.2. The Controller is with respect to Personal Data and its statutory duties as Data Controller and the transfer of Personal Data responsible for compliance with all applicable data protection legislation.
- 2.3. The Controller agrees to ensure that any natural person acting on behalf of the Controller and has access to Personal Data, processes Personal Data only in accordance within the written instructions of the Controller.
- 2.4. The Controller accepts and agrees that some instructions to the Processor, including destruction or return of data, assisting with audits, inspections or DPIAs by the Processor, can result in additional fees. In such circumstances, the Processor is to notify the Controller of its fees in advance.
- 2.5. The Controller accepts and agrees that the in this DPA mentioned technical and organisational measures are subject to development and review can result in additional fees. In such circumstances, the Processor is to notify the Controller of its fees in advance.

### **3. Obligations of the Processor**

- 3.1. The Processor must process the Personal Data supplied by the Controller in accordance with the written instructions of the controller.
- 3.2. The Processor must comply with all applicable Data Protection Laws and the GDPR and PIPEDA when processing Personal Data. And notify the Controller of any potential and actual risk of or breach of applicable data protection law resulting from the processing activities.
- 3.3. The Processor agrees to assist the Controller when a data protection impact assessment has identified a high-risk for processing of Personal data and a consultation with the relevant supervisory authority is necessary and before processing the Personal data in question.
- 3.4. The Processor must ensure that the personal data is always treated as confidential and that any employee, agent or contractor who may have access to the Personal Data are subject to legally binding written obligations of confidentiality, which must in each case survive termination of their employment, contract or assignment.
- 3.5. The Processor must ensure that appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data, and against accidental loss or destruction of or damage to the Personal Data are implemented.
- 3.6. The Processor agrees not to transfer any Personal Data outside the European Economic Area, unless instructed to do so in writing by the Controller and when a Data Processing Agreement with the sub-processor is signed and legally recognised appropriate safeguards are in place.
- 3.7. The Processor agrees to return or delete all personal data processed, stored and received within 10 days upon the termination of services.
- 3.8. The Processor agrees to allow the Controller to conduct audits including inspections by the Controller or an authorised representative. And confirms to make available at the Controllers request all information necessary to demonstrate compliance with this DPA.



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- 3.9. The Processor agrees to assist the Controller by implementing appropriate technical and organisational measures to respond to requests concerning the exercise of Data Subject rights.
- 3.10. The Processor agrees to assist the Controller by implementing appropriate technical and organisational measures to secure and to store and to protect and to lawfully process Personal Data.

### **4. Notification of Data Breach**

The Processor must notify the Controller within 24 hours of discovering any accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of any Personal Data.

### **5. Confidentiality**

The parties agree to keep this Agreement and information received about the other Party in connection with this Agreement confidential. And unless a lawful reason permits to do so must not use or disclose any Information without the prior written consent of the other Party.

### **6. Notices**

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

### **7. Governing Law and Jurisdiction**

- 7.1. This Agreement is governed by the laws of Canada.
- 7.2. Any dispute arising in connection with this Agreement, must be resolved amicably initially and followed by extrajudicial or Alternative Dispute Resolution processes.
- 7.3. Any through extrajudicial or Alternative Dispute Resolution processes unsolvable dispute must be submitted to the exclusive jurisdiction of the courts of Ontario.

### **8. ELECTRONIC SIGNATURES**

Each party agrees that this Agreement herewith may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility in accordance with Part 2 of the Personal Information Protection and Electronic Documents Act (PIPEDA). For the purpose of clarity, the following shall qualify as electronic signature: a) Checking a box or a 'click to accept' button; or b) Typing a name; or c) Pasting an image of a signature; or d) Drawing a name or initial with a



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stylus or by hand on a touchpad; and e) Electronically signing using an available third party software application.

This Agreement has been duly executed in digital format using electronic signatures on the date as set forth above, of which the Parties have taken one copy each.