

TEMPLATE 3
sub-processor to process Client personal data)

Guidance Note:

To be used where the Agency appoints a supplier to process Client personal data as a sub-processor client).

This template can be used for existing engagements and new engagements effective from 25th May 2018.

This Agreement is designed to sit alongside the terms of any existing services processing of Client personal data.

Please do not amend these terms without consulting your legal team.

This form includes the language that is necessary to qualify as an onward transfer agreement under the GDPR rules post Schrems II sentence.

Clauses which are highlighted in yellow are mandatory requirements of the GDPR and therefore should not be amended in any circumstances.

DATA PROCESSING AGREEMENT

THIS AGREEMENT is made on the _____ **day of** _____ **202**

BETWEEN:

1. [xxx], a comu406.03 450.n7yT@.00008871 0 595.32 841.92 reW*nBT/F4 9.96 Tf1 0 0 1 142.58 458.3 Tmm0

- (i) supplied to Supplier by, or on behalf of Client; and/or
 - (ii) obtained by, or created by, Supplier in the course of delivery of Services,
- and which in each case is Processed by Supplier in the performance of Services;

shall mean all laws governing the handling of personal data, including without limitation the following as amended, extended, re-enacted or replaced from time to time.

- (i) EC Directive 1995/46/EC on the protection of individuals with regard to the Processing of personal data and on the free movement of such data;
- (ii) EC Directive 2002/58/EC on Privacy and Electronic Communications;
- (iii) EC Regu **GDPR**
Processing of personal data and on the free movement of such data (when in force);
- (iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (i)-

1.2

- (b) Supplier shall and shall procure that approved sub-processors (and, where applicable, their appointed representatives) shall make the Processing Records available to Agency, Client and/or any Supervisory Authority on request.

3.5 sub-processors

- (a) Notwithstanding any other provision of this Agreement, thy

5 Termination

- (a) This Agreement shall automatically terminate on the earlier of:
 - (i) expiry or termination of all Relevant Agreements; or
 - (ii) by Agency
- (b) The provisions of this Agreement which expressly or by implication are intended to come into or remain in force on or after termination shall continue in full force and effect.

6 Notices

- (a) Any notice required to be given under or in connection with this Agreement shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post, recorded delivery or registered post, or by fax or email:
 - (i) by Supplier to Agency at: [insert contact details for notices]; and
 - (ii) by Agency to Supplier at: [dpo.italia@omnicommediagroup.com];
- (b) A notice shall be deemed to have been received:
 - (i) if delivered personally at the time of delivery;
 - (ii) if delivered by post, three (3) Working Days from the date of posting;
 - (iii) if sent by fax or email;
 - (iv)

