**DATA PROCESSING AGREEMENT**

This Data Processing Agreement (“**DPA**”) shall apply specifically and solely when the Affiliate is not offering Direct Marketing Services to the Operator. Should the Affiliate offer Direct Marketing Services, the Controller – Controller Agreement shall apply.

For the purpose of this Agreement, the Operator shall the Controller and the Affiliate shall be the Processor, in accordance with the GDPR.

The Parties acknowledge and agree that the data processing activities to be undertaken by the Affiliate shall be solely governed by this DPA.

1. Definitions and Interpretation  
   1. The following capitalized terms used in this DPA shall have the following meanings:  
        
      "Agreement" means this Data Processing Agreement and all Schedules;  
        
      "Data Protection Law" means all applicable data protection or privacy laws, including the GDPR and any and all supplementary or national implementations as amended, replaced or superseded from time to time;

"EEA" means the European Economic Area;

"GDPR" means EU General Data Protection Regulation 2016/679;

“Services” shall mean the marketing services offered by the Affiliate to the Operator, as may be agreed to from time to time;

"Subprocessor" means any person appointed by or on behalf of the Processor to process Personal Data on behalf of the Operator for the provision of the Services; and

“Terms and Conditions” means these terms and conditions entered into by the Affiliate and found on https://supraffiliates.com/terms-conditions/ and as may be amended from time to time;

The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", “Processor”, "Processing" and "Supervisory Authority" shall have the same meanings attributed to them in Article 4 of the GDPR.

* 1. Headings are for convenience only and shall not affect in any way the interpretation of this DPA.
  2. All defined terms denoting the singular shall include the plural.
  3. Use of the term including or any similar expression shall be construed without limiting the generality of the words preceding that term.
  4. References to clauses are to clauses of this DPA.
  5. Reference to any agreement shall be construed as a reference to it as varied or supplemented from time to time.
  6. In the event of any conflict between the terms of this DPA and any provision of Terms and Conditions, the terms of this DPA shall prevail with regard to the subject matter hereof.

1. Scope of the DPA and Processing
   1. This DPA shall, in compliance with the Article 28 of the GDPR, stipulate the mutual obligations and rights of the Parties with respect to the Processing of the Personal Data on behalf of the Controller by the Processor.
   2. The scope of the Processing carried out pursuant to this DPA, including the categories of the Data Subjects and of the Personal Data concerned, is defined in the Annex A hereof.
2. Obligations of the Processor
   1. In fulfilling its obligations under the Data Protection Law, the Terms and Conditions and this DPA, the Processor shall:
      1. Only process Personal Data in so far as it is absolutely necessary for the purpose of performance of the Services and only on the documented instructions of the Controller. The Processor shall not process Personal Data for any other purposes, as well as not process any data inferred from Personal Data.
      2. Implement all appropriate technical and organizational measures, necessary to ensure that the Processing undertaken pursuant to this DPA meets the requirements laid down by the GDPR, providing the best possible level of security appropriate to the particular risks in question and take all measures as required by Article 32 of the GDPR. When assessing the appropriate level of security, the Processor shall take into consideration the risks that are present in processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed.
      3. Ensure the protection of the rights of the Data Subject as listed in chapter III of the GDPR.
      4. Make available to the Controller all information necessary to demonstrate its compliance with its obligations under the GDPR and this DPA, including to allow for and contribute to audits and inspections conducted by the Controller or any other auditor as mandated by the Controller. For the avoidance of doubt, the right to conduct audits and/or inspections shall also include a right of the Controller, including its auditors, to access the Processor's premises, software, documentation and employees as may be reasonably required to carry out such audit and/or inspection.
      5. Inform the Controller if, in its opinion, the instructions of the Controller infringe the GDPR or any other Data Protection Law.
      6. Maintain a record of the Processing being undertaken on behalf of the Controller in accordance with Article 30 of the GDPR, a copy of which shall be made available to a Supervisory Authority and the Controller on request.
      7. Appoint a data protection officer, where required.
      8. Allow the Controller the right to:
         1. Access the Personal Data processed on its behalf at any time;
         2. Extract and/or download the Personal Data processed on its behalf at any time;
         3. Request the deletion and/or rectification of Personal Data processed on its behalf at any time; and
         4. Request implementation of its retention periods applicable to Personal Data processed hereunder, in accordance with the retention policy of the Controller which may be provided to the Processor from time to time.
      9. Not engage another processor (a “Subprocessor”) without the prior specific written authorization of the Controller. Where such authorization is given, the Processor shall ensure that the Subprocessor is bound by the same obligations set out in this DPA, including but not limited to providing sufficient guarantees to implement appropriate technical and organisational measures that meet the requirements laid down by the GDPR. For the avoidance of doubt, the Processor shall remain fully liable to the Controller for the performance of the Subprocessor’s obligations and any failure thereof.
      10. Not transfer Personal Data to a country outside of the EU/EEA without the prior written authorization of the Controller, unless required to do so by Union or Member State law to which the Processor is subject. In such case, the Processor shall inform the Controller of such requirement prior to Processing, unless doing so is prohibited on important grounds of public interest.
      11. Subject to the foregoing Clause 3.1.10, where Personal Data processed under this DPA is transferred to a country outside the EU/EEA, the Processor shall:
          1. ensure that such transfer is carried out in full compliance with the GDPR, notably with the Chapter V thereof;
          2. ensure that the Personal Data is adequately protected;
          3. ensure that the transfer is carried out on a basis of valid transfer mechanism, which shall be notified to the Company in advance; and
          4. be obliged to provide the Controller with all information and assistance necessary, in particular, in order to assess the adequacy of the level of protection afforded to Personal Data in the country of import and assist the Controller in any assessment carried out to this end, should SCCs be selected as a transfer mechanism.
      12. At the discretion of the Controller, promptly, and in any event within fifteen (15) business days, delete or return all Personal Data to the Controller following the termination or expiration of the agreement between the Parties, as well as delete all existing copies, as well as procuring the deletion of any copies held by Subprocessors, unless Union or Member State law requires storage of the Personal Data. The Processor shall provide written certification to the Controller that it has fully complied with this clause. For the avoidance of doubt, following the termination of this DPA, the Processor shall not Process Personal Data, save for their storage until their return or deletion pursuant to the foregoing.
      13. Ensure that all Personal Data is kept accurate and complete and shall not make any changes to such Personal Data except as instructed by the Controller.
3. Assistance
   1. The Processor shall assist the Controller:
      1. Taking into consideration the nature of the processing, by means of appropriate technical and organizational measures, and in so far as is possible, to fulfil the Controller’s obligation to respond to requests by the Data Subject, exercising their rights as laid down in Chapter III of the GDPR, promptly and without undue delay.
      2. Taking into consideration the nature of the Processing and the information available to the Processor, ensure the Company’s compliance with Articles 32 to 36 of the GDPR.
      3. Without prejudice to any notification periods stipulated herein, the Processor shall ensure that it will respond within a reasonable timeframe to every request of the Controller for assistance for the purpose of compliance of the Processing pursuant to this DPA and Data Protection Law.
4. Confidentiality
   1. The Parties shall ensure that all employees, Subprocessors and any other third party, whether an individual or an entity, authorized to process Personal Data pursuant to this DPA have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Moreover, the Parties shall take all reasonable steps to ensure the reliability of any employee, Subprocessor and any other third party who may have access to the Personal Data and ensure, in each case, that access is strictly limited to those individuals who need to know and/or access the Personal Data as strictly necessary in pursuance of the Services, this DPA and to comply with applicable Data Protection Law.
   2. For the avoidance of doubt, this DPA and all information shared between the Parties pursuant to or in conjunction with this DPA, whether directly or indirectly, is considered confidential information.
   3. The Processor shall not use or disclose confidential information without the prior written consent of the Controller except to the extent that (i) such disclosure is required by law, or (ii) the relevant information is already in the public domain. For the avoidance of doubt, the confidentiality of the Personal Data shall be likewise governed by the Data Protection Laws and the remainder of this DPA. The Processor acknowledges that the Controller may be obliged, under the respective Data Protection Law, to disclose this DPA partially or entirely to the data subject and/or a supervisory authority as a case may be.
   4. The obligations of the Processor pursuant to this Clause 5 shall survive the termination of this DPA.
5. Notifications  
   1. The Processor shall notify the Controller promptly and in any event within five (5) business days of any Data Subject request made under Data Protection Law in relation to the Processing undertaken by the Processor on behalf of the Controller. The Processor shall ensure that it does not respond to such request except on the written instruction of the Controller or as required by applicable Data Protection Law to which the Processor is subject, in which case the Processor shall, to the extent permitted, inform the Controller of that legal requirement before responding to the request.
   2. The Processor shall notify the Controller immediately and in any event within twenty-four (24) hours upon becoming aware of any Personal Data Breach concerning the Personal Data processed on behalf of the Controller. In such a case, the Processor shall provide sufficient information to allow the Controller to meet any obligations to report or inform Data Subjects of the Personal Data Breach under applicable Data Protection Law, specifically the information referred to under Article 33(3) of the GDPR. The Processor shall cooperate with the Controller and take any and all reasonable commercial steps as are directed by the Controller to assist in the investigation, mitigation and remediation of each such Personal Data Breach, as well as prevention of any further Personal Data Breaches.
   3. Subject to the compliance with the Article 3.1. hereof, the Processor shall notify the Controller promptly and without undue delay (i) the location of the Personal Data processed on its behalf, and (ii) any potential new location of Personal Data processed on its behalf in advance of such relocation.
   4. All notices and communications given under Data Protection Law and this DPA must be in writing and shall be sent by post to the registered address of each Party.
6. Warranty, Liability and Indemnity
   1. The Processor warrants its ability to comply with Data Protection Law and that it shall only Process Personal Data in accordance with applicable Data Protection Law and this DPA.
   2. The Parties acknowledge and agree that the Processor shall be fully and unlimitedly liable for any Processing being undertaken on behalf of the Controller.
   3. Notwithstanding anything to the contrary contained herein and/or in the Terms and Conditions, the Processor shall fully indemnify and hold and keep the Controller (and its directors, officers, employees, shareholders, agents, representatives and consultants) fully indemnified and harmless:
      1. from and against any and all liabilities, claims, actions, proceedings, damages (including indirect damages), loss suffered (including loss of profits, revenue, business, contracts, anticipated savings) including costs of legal representation, attorney’s fees, court’s fees;
      2. from and against any finally awarded penalties, administrative or other fines or sanctions paid or to be paid by the Controller, including costs of legal representation, attorney’s fees, court’s fees;
      3. from and against any and all third-party liabilities, compensation claims, actions, proceedings, damages, loss suffered (including loss of profits, revenue, business, contracts, anticipated savings) including costs of legal representation, attorney’s fees, court’s fees; and
      4. from and against any other expenses whatsoever;

suffered or incurred by the Controller or awarded against the Controller in relation to or as a consequence of or arising out of any breach, non-compliance or non-performance of any or all of the covenants, guarantees, warranties, representations, obligations, or provisions on the Processor’s part (or any of its Subprocessors) contained in this DPA, any other agreement between the Parties involving processing of Personal Data and/or any applicable laws, including without limitation Data Protection Law.

1. General
   1. This DPA shall remain in effect and force until the termination or expiration of the Services with the Affiliate.
   2. The failure of either Party to insist upon the strict adherence of any term, or to exercise any right or remedy under this DPA shall in no way be construed as a waiver or release from any obligation, right or remedy available to either Party.
   3. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this DPA shall not in any way be affected or impaired and shall be valid and enforceable to the fullest extent permitted by law. An invalid, illegal or unenforceable provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability.
   4. This DPA is governed by the laws of Malta. Any dispute arising in connection with this DPA, which the Parties are not able to resolve amicably, shall be submitted to the Malta Arbitration Centre, Malta, over any claim, dispute or matter under or in connection with this Agreement and/or its enforceability.

**ANNEX A**

Data Processing Table

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| --- | --- |
| **The subject-matter/purpose of processing** | The processing activities that the Processor shall carry out are strictly limited to those necessary to fulfil the scope of the Services. |
| **The categories of data subjects** | Potential players - leads |
| **The types of personal data being processed** | IP address, device ID |
| **Special categories of personal data being processed** | None |
| **Duration of processing activities** | The duration of the Service until its expiration or termination. |