**CONTROLLER - CONTROLLER AGREEMENT**

This Controller - Controller Agreement shall apply specifically and solely when the Affiliate offers Direct Marketing Services to the Operator.

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

The Operator and the Affiliate both hold personal data, which personal data is processed for the provision of the Services in accordance with the terms and conditions.

The Parties are desirous to regulate their relationship in order to ensure the protection and security of any data, for the purpose of processing or accessing data in connection to the Services, and that such processing and accessing is compliant with the Data Protection Law (the “**Purpose**”). It is agreed that the data processing activities undertaken under the Terms and Conditions, shall be solely governed by this Controller-Controller Agreement (the “**CCA**”);

1. Definitions and Interpretation for the purpose of this CCA

	1. The following capitalized terms used in this CCA shall have the following meanings:

	 "Data Protection Law" means all applicable data protection or privacy laws, including the GDPR and E-privacy Directive and any and all supplementary or national implementations as amended, replaced or superseded from time to time;

“Direct Marketing Services” means marketing by the Affiliate directly to its customers (the Data Subjects) as part of the service given by the Affiliate to the Operator. Direct Marketing Services may include but not be limited to: email communications; SMS; telephonic conversations etc;

"EEA" means the European Economic Area;

“E-privacy Directive” means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) including any and all supplementary and/or national implementations, as amended

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

"CCA" means this Controller - Controller Agreement and all Annexes;

“Minimum Security Requirements” shall mean the minimum-security measures required when processing personal data in accordance with Data Protection Law;

“Services” means the services provided by the Affiliate to the Operator as agreed to between the Affiliate and the Company, from time to time;

“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 CCA.
	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 CCA.
	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 CCA and any provision of the Terms and Conditions, the terms of this CCA shall prevail with regard to the subject matter hereof.
1. Scope of the CCA and Processing
	1. The Agreement is a Controller - Controller Agreement in which the Parties shall set out their respective responsibilities in relation to the Processing of Personal Data.
	2. The Affiliate collects and processes personal data of Data Subjects for the purpose of providing the Service to the Operator.
	3. The Operator collects and processes personal data, relating to Data Subjects of the Affiliate, during the provision of the Affiliate’s Services to the Operator. This data collection is partly established by the policies and procedures of the Affiliate so as to comply with the Affiliate’s legal obligations and security standards in the context of providing the Service.
	4. The Operator may collect other data, in compliance with legal obligations during the relationship established with the customers of the Affiliate.
	5. The provisions of this CCA shall apply to all Data Processing performed to give effect to the Services. The Parties shall notify each other at once in the event that one of the Parties has grounds to assume that it will no longer be able to meet its obligations under the CCA.
2. Obligations of the Parties
	1. Each Party warrants and undertakes in respect of all Personal Data that it processes that at all times:
* the processing carried out under or in connection with this CCA shall be carried out in the territory of a country in the EEA (or, if the processing is to be carried out in more than one establishment, then each of which shall be established in the territory of a country in the EEA).
* the processing shall only be carried out for the purposes for which it was collected from the other Party;
* the Data Subjects shall be made aware by the Parties of the essence of this CCA so that there is full transparency at all times about the recipients of data, sharing of data and purposes for which data is being processed.
	1. Both Parties shall maintain and continue to maintain appropriate and sufficient technical and organisational security measures to protect such Personal Data or information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing, and in addition shall comply with the Minimum Security Requirements.
	2. Either Party shall notify the other Party without undue delay and in any case within 72 hours after becoming aware of a personal data breach. The notification shall at least:
* describe the nature of the Personal Data breach including where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of the Personal Data records concerned;
* communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
* describe the likely consequences of the personal data breach;
* describe the measures it has taken or proposes to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
	1. Either Party shall not perform its obligations under this CCA in relation to the Personal Data in such a way as to cause the other Party to breach any of their obligations under Data Protection Law.
	2. In the event that one of the Parties is required by law, court order, warrant, subpoena, or other legal judicial process to disclose any Personal Data to any person other than the Party itself, the Party shall notify the other Party and shall furnish all reasonable assistance to the Party to respond or object to, or challenge any such demands, requests, inquiries or complaints and to meet applicable statutory or regulatory deadlines.
1. Confidentiality
	1. Each Party may share information about this CCA and information processed with advisers and subcontractors to the extent deemed necessary for the fulfillment of their respective tasks for the respective Party, provided that the receiving party is made subject to a corresponding confidentiality obligation as set forth in this provision. The Parties shall at all time ensure that all employees, and any other third party, whether an individual or an entity, authorized to process Personal Data pursuant to this CCA have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
	2. For the avoidance of doubt, this CCA and all information shared between the Parties pursuant to or in conjunction with this CCA, whether directly or indirectly, is considered confidential information.
	3. Neither Party shall use or disclose confidential information without the prior written consent of the other Party 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 CCA. The Parties acknowledge that either Party may be obliged, under the respective Data Protection Law, to disclose this CCA partially or entirely to the data subject and/or a supervisory authority as a case may be.
	4. The obligations of each of the Parties pursuant to this Clause 4 shall survive the termination of this CCA.
2. Security of Communications
	1. Each Party shall undertake appropriate technical and organisational measures to safeguard the security of the Personal Data being processed by the Parties (including but not limited to measures designed to ensure the secrecy of communications and prevent unlawful surveillance or interception of communications and gaining unauthorised access to any computer or system and thus guaranteeing the security of the communications), which in no event be less than the Minimum Security Requirements.
	2. The Parties shall comply with any security requirements expressly necessary to comply with Data Protection Law.
3. Transfer of data to countries outside the EU / EEA
	1. The Parties agree that should there be any transfer of Personal Data outside the EU/EEA then the standard contractual clauses issued by the Commission, Commission implementing decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and as amended or updated from time to time, shall be entered into by the Party as an Appendix to this CCA, as well as any supplementary measures as may be required.
4. Liability and Indemnity
	1. Notwithstanding the form in which any legal or equitable action may be brought against either Party hereunder, neither Party shall be liable for any indirect damages, loss of profit, goodwill or other special or consequential damages suffered by the other Party.
	2. Either Party shall indemnify the other Party in respect of all liabilities, costs and expenses suffered or incurred by the latter in its capacity as Controller of the data arising from any breach by one of the Parties of Data Protection Law in the terms of this Agreement or any negligent act or omission by one of the Parties in the exercise of the rights granted to it under Data Protection Law (‘**Breaches**’) provided that:
* either Party shall immediately notify the other Party of any actions, proceedings claims or demands brought or made against the Party (‘**Proceedings**’) concerning any alleged Breaches and the affected Party shall not compound settle or admit those Proceedings without the consent of the other Party except by order of a court of competent jurisdiction;
* either Party shall be entitled at its own cost to defend or settle any Proceedings; and
* either Party shall not have acted of its own accord and independently in breach of the provisions of this Agreement.
	1. Either Party shall indemnify and keep indemnified the other Party in respect of all and any claims, proceedings or actions brought against a Party arising out of any breach by that Party of the warranties and undertakings in this CCA and Data Protection Law.
1. General
	1. This CCA shall remain in effect and force until the termination or expiration of the services of the Affiliate under the Terms and Conditions or as otherwise terminated by thirty (30) days’ prior written notice by either Party.
	2. The failure of either Party to insist upon the strict adherence of any term, or to exercise any right or remedy under this CCA 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 CCA 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. All notices required to be given by this CCA by one Party to the other shall be properly given in accordance with the general terms and conditions.
	5. This CCA shall not prohibit either of the Parties from engaging in other activities or performing similar scope of services for their own account or on behalf of any third party, provided that such engagement shall not be in a conflict of interest with the Parties’ obligations hereunder.
	6. This CCA is governed by the laws of Malta. Any dispute arising in connection with this CCA, 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

| **The subject-matter/purpose of processing** | Direct Marketing Services, provided strictly in line with this CCA and the terms and conditions |
| --- | --- |
| **The categories of data subjects** | Potential players - leads |
| **The types of personal data being processed** | Name, surname, email address, IP address, device ID, country, language, email/SMS preferences, date, and time |
| **Special categories of personal data being processed** | None |
| **Duration of processing activities** | The duration of the service terms and conditions until its expiration or termination. |