



**DATA PROCESSING PROVISIONS
(GDPR)**

1 Parties to the Agreement

Paypro:	<p>PAYPRO GLOBAL, INC.</p> <p>an Ontario, Canada corporation together with and including its affiliates and subsidiaries (collectively “PayPro”)</p>
The Supplier:	<p>Supplies to end users software through Paypro as reseller by offering for sale or license or by supplying, delivering, selling or licensing software through Paypro as reseller, and as a condition thereof, expressly accepts and agrees to these terms and conditions.</p>

2 Scope and Roles

2.1 This agreement applies to the processing of Personal Data, within the scope of the GDPR, by the Supplier on behalf of Paypro.

2.2 For purposes of these Terms and Conditions of Use, Supplier agrees that PayPro is controller of the Personal Data and that supplier is a processor of such data. In the case where PayPro also acts as a processor of Personal Data on behalf of a third party, PayPro (including where applicable its affiliate or subsidiary) shall comply with the provisions hereof as they apply to a processor and Supplier shall be deemed to be a -Sub-Processor.

2.3 These Terms do not apply to Personal Data controlled by Supplier and not disclosed to it by Paypro or any other data of which Supplier is the controller.

3 Definitions

3.1 For the purposes of this Agreement, the following definitions shall apply:

Agreement	This data processing agreement
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Personal Data	means that data, meeting the definition of “personal data” as defined in Article 4 of the GDPR, that is provided by PayPro to Supplier in order to perform the processing as defined in Schedule 1 of this Agreement.
Sub-Processor	means a natural or legal person, public authority, agency or body other than the data subject or Paypro who, under the direct authority of the Supplier, are authorised to process Personal Data for which PayPro is controller.

Terms used but not defined in this Data Processing Agreement (e.g., “processing”, “controller”, “processor”, “data subject”) shall have the same meaning as in Article 4 of the GDPR.

4 The Processing

4.1 The subject matter, duration, nature and purpose of the Processing, and the types of Personal Data and categories of data subjects shall be as defined in Schedule 1 of this Agreement.

5 Obligations and rights of Paypro

5.1 Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, Paypro shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with the GDPR. Those measures shall be reviewed and updated where necessary.

5.2 Where proportionate in relation to processing activities, the measures referred to in paragraph 5.1 shall include the implementation of appropriate data protection policies by Paypro.

5.3 Paypro shall implement appropriate technical and organisational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of their processing, the period of their storage and their accessibility.

6 Obligations of the Supplier

6.1 The Supplier shall:

6.1.1 process the Personal Data only on documented instructions from Paypro, as specified in Schedule 1 of this agreement;

6.1.2 ensure that persons authorised to process the Personal Data have contractually bound themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

6.1.3 take all measures required pursuant to Article 32 of the GDPR, namely to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of natural persons;

6.1.4 ensure that in case where other processor or Sub-Processor is engaged for fulfilling particular data processing needs, these processors and Sub-Processors must comply with the GDPR;

6.1.5 assist Paypro by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Paypro's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

6.1.6 assist Paypro in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, relating to security of Processing, Personal Data Breaches and data protection impact assessments;

6.1.7 If required by law, delete or return all the Personal Data to Paypro, and delete all existing copies thereof unless applicable law requires storage of Personal Data;

6.1.8 make available to Paypro all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Paypro or another auditor mandated by Paypro.

7 Duration and Applicable Law

7.1 This Agreement shall continue in effect for so long as the Supplier stores or processes Personal Data on behalf of Paypro.

7.2 This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein.

SCHEDULE 1 – Description of the Processing

Subject matter of the Processing	Data is provided for ongoing support purposes
Nature and purpose of the Processing	Processing is carried out to perform contractual obligations and continual product or service delivery and updates
Type of Personal Data and categories of data subjects	Personal Data relates to customers who purchased from PayPro Global Inc. or its subsidiaries or affiliates and includes contact information such as name, email address, billing address, company name and phone number (if applicable), other delivery information alongside IP address and custom purchase details where applicable