



## Data Protection Agreement (DPA)

V3.5 01/23

## VIRTUALSIGNATURE-ID

### DATA PROTECTION AGREEMENT (DPA)

#### 1. DEFINITIONS

**General.** The terms “Personal Data”, “Personal Data Breach”, “Process/Processing”, “Controller”, “Processor”, “Sub processor”, and “Data Subject” have the meanings as set out under the General Data Protection Regulation; provided that the term “Personal Data” as used herein only applies to Personal Data for which VirtualSignature-ID is a Processor.

VirtualSignature-ID and the Customer have entered into an End User Licence Agreement (EULA) that may require VirtualSignature-ID to process Personal Data on behalf of the Customer. This Data Protection Agreement (‘DPA’) is subject to the terms of the EULA and incorporated into the EULA.

**“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VirtualSignature-ID and the Customer acknowledge that for the purpose of the General Data Protection Regulation the Customer is the Controller and VirtualSignature-ID is the Processor.

**“Processor Privacy Code”** means VirtualSignature-ID’s binding processor rules for the Processing of Personal Data.

#### 2. DATA PROCESSING AND PROTECTION OF PERSONAL DATA

##### 2.1 Scope of Data Processing

The duration of the Processing of Personal Data will be the same as the duration of the EULA, except as otherwise agreed to in writing by the parties. The subject matter of the Processing of Personal Data is set out in the EULA and this DPA. The nature and purpose of the Processing of Personal Data involve the provision of the VirtualSignature-ID eSignature and digital onboarding service to the Customer as set out in the EULA and this DPA.

##### 2.2 Data Processing Limitations

With respect to Personal Data Processed by VirtualSignature-ID its subsidiaries, affiliated companies or Partners as a Processor on behalf of the Customer or as a Sub processor where Customer Processes such Personal Data on behalf of its customers (or both), VirtualSignature-ID will:

(a) Process Personal Data only as necessary to provide the Services in accordance with the terms of the EULA or as instructed by Customer in writing, including in electronic form, and consistent with the terms of the EULA; and

(b) not disclose Personal Data to third parties except:

(i) to employees, service providers, or advisers who have a need to know the Personal Data and are under confidentiality obligations at least as restrictive as those described under this DPA or;

(ii) as required to comply with valid legal process in accordance with the terms of the EULA. If VirtualSignature-ID has reason to believe Customer's instructions infringe Data Protection Legislation, then VirtualSignature-ID will immediately notify the Customer.

### **2.3 Assistance to Customer and Regulatory Investigation**

Upon written request, VirtualSignature-ID will provide reasonable assistance and information to the Customer in fulfilling any legal obligations that the Customer may have under the Data Protection Legislation regarding data protection impact assessments, data and systems inventory, records of Processing, and related consultations of data protection authorities, or in the event of an investigation by any governmental authorities, if and to the extent that such investigation relates to Personal Data Processed by VirtualSignature-ID in accordance with the EULA.

### **2.4 Transfers of Personal Data**

VirtualSignature shall not transfer, or otherwise permit the transfer, of the Personal Data outside the UK unless:

- (i) it has obtained the Customer's prior written consent in relation thereto;
- (ii) the relevant data subjects have enforceable rights and effective legal remedies; and
- (iii) all of the following conditions have been fulfilled:
  - (a). the Personal Data is transferred to a country, territory, or jurisdiction that is the subject of a valid and effective (at the time of the relevant transfer) adequacy decision under United Kingdom adequacy regulations issued pursuant to section 17A of the DPA 2018 or paragraphs 4 and 5 of Schedule 21 to the DPA 2018;
  - (b). appropriate safeguards are provided in relation to such transfer in accordance with Article 46 of the UK GDPR; or
  - (c). one of the derogations for specific situations set out in Article 49 of the UK GDPR applies to such transfer.

## **3. CUSTOMER RESPONSIBILITIES**

The Customer acknowledges that it is responsible for properly implementing access and use controls and configuring certain features and functionalities of VirtualSignature-ID eSignature and digital onboarding services that the Customer may elect to use and that it will do so in such manner that the Customer deems adequate to maintain appropriate security, protection, deletion, and backup of Personal Data. VirtualSignature-ID will be entitled to rely solely on the Customer's instructions relating to Personal Data Processed by VirtualSignature-ID. The Customer is responsible for coordinating all communication with VirtualSignature-ID under this DPA.

## **4. INFORMATION SECURITY**

VirtualSignature-ID will safeguard Personal Data with appropriate technical, physical, and organisational measures as described more fully in the Processor Privacy Code and the EULA for the provision of the VirtualSignature-ID eSignature and digital onboarding service. The parties agree that the audit reports and audit rights provided under the Processor Privacy Code and EULA will be used

to satisfy any audit or inspection requests by or on behalf of the Customer and to demonstrate compliance with applicable obligations of VirtualSignature-ID under this DPA.

## **5. PERSONAL DATA BREACH**

### **5.1 Assistance**

VirtualSignature-ID will notify the Customer without undue delay if VirtualSignature-ID becomes aware of a Personal Data Breach affecting the Personal Data. Considering the nature of Processing and the information available, VirtualSignature-ID will assist the Customer in complying with the Customer's notification obligations regarding Personal Data Breaches as required by Data Protection Legislation.

### **5.2 Indemnity**

VirtualSignature-ID shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with the breach of the Data Protection Legislation by VirtualSignature, its employees or agents. The Customer agrees to give to VirtualSignature prompt notice of such claim, full information about the circumstances giving rise to it and reasonable assistance in dealing with the claim.

## **6. DATA PRIVACY CONTACT**

VirtualSignature-ID's Data Privacy Officer can be reached at the following address:

**Attn: Compliance Officer**  
**VirtualSignature-ID**  
**Level 18, 40 Bank Street,**  
**Canary Wharf,**  
**London E14 5NR**

## **7. DATA SUBJECT RIGHTS – ACCESS, CORRECTION, RESTRICTION, AND DELETION**

Taking into account the nature of the Processing, VirtualSignature-ID provides technical and organisational measures, insofar as this is possible, to access, correct, amend, restrict, or delete Personal Data held by VirtualSignature-ID and to address requests by a Data Subject under Data Protection Legislation. To the extent that the Customer, in its use of VirtualSignature-ID eSignature and digital onboarding service, is not familiar with VirtualSignature-ID's functionality that may be used for these purposes, VirtualSignature-ID will provide the Customer with additional customer support assistance upon request to educate the Customer on how to take such actions in a manner consistent with the functionality in accordance with the terms of the EULA and Service Level Agreement (SLA) such as assisting with the purging of client data.

## **8. SUB-PROCESSORS**

VirtualSignature-ID may engage Sub processors to provide parts of VirtualSignature-ID's eSignature and digital onboarding services, subject to the restrictions of the EULA and this DPA.

VirtualSignature-ID will ensure that Sub processors Process Personal Data only in accordance with the terms of this DPA and that Sub processors are bound by written agreements that require them to provide at least the level of data protection required by this DPA. Before appointing any new Sub

processors, VirtualSignature-ID will inform Customer of the appointment (including the name and location of such Sub processor and the activities it will perform) to the Customer prior to any appointment. The Customer may object to VirtualSignature-ID's appointment by giving written notice to VirtualSignature-ID within thirty (30) days of being informed by VirtualSignature-ID of such appointment, and if, within thirty (30) days of receipt of such objection, VirtualSignature-ID fails to provide a commercially reasonable alternative to avoid the Processing of Personal Data by the appointed Sub processor, the Customer may, as its sole and exclusive remedy, terminate any VirtualSignature-ID eSignature and digital onboarding services to which this DPA applies.

#### **9. RETURN OR DISPOSAL of DATA**

Prior to or after termination or expiration of the EULA for any reason, the Customer may retrieve Personal Data processed by VirtualSignature-ID in accordance with the terms of the EULA, and at the Customer's request in writing to VirtualSignature-ID who will promptly return or delete the Personal Data, unless applicable law requires the storage of such Personal Data.