

## Data Protection Agreement

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This agreement is entered into between

(1) Name:     Rebekah Vannes  
          Address:   9041 Topneck St  
                      New Port Rickey, FL  
                      34654

further referred to as **“the Facilitator”**

**and**

(2) Name:     .....  
          Address:   .....  
                      .....  
                      .....

further referred to as **“the Subcontractor”**

### 1. Scope of this Agreement

The scope of this agreement encompasses the handling, storage and protection of data provided to the Subcontractor by the Facilitator in accordance with the current European Data Protection Act 2018.

### 2. Data protection

2.1. The Subcontractor herewith confirms and agrees to

- (a) treat all data confidentially;
- (b) only collect data following the explicit consent of his/her clients and customers;
- (c) not pass on data to any third party without prior written approval;
- (d) not use the data provided for any purpose other than that for which it was provided
- (e) immediately inform the Facilitator if a customer requests deletion of his/her data or no longer wishes to receive newsletters
- (f) comply with and follow the current European Data Protection Act 2018 whenever applicable, and
- (g) actively store and handle data in a secure way both paper records and digital information to prevent unauthorized third parties gaining access to the information. In the event of incidents where information is exposed to unauthorized parties, immediately inform the Facilitator about this.

2.2. The Subcontractor also needs to transfer data to the Facilitator for certain classes and herewith agrees and confirms that he/she has informed his/her client that data will be transferred to the Facilitator' systems in accordance with the provisions of this agreement if required.

2.3. The Facilitator hereby confirms and agrees to

- (a) treat all data confidentially;
- (b) not pass on data to any third party without prior written approval;
- (c) not use the data provided for any purpose other than that for which it was provided
- (d) immediately inform the Subcontractor if a customer requests deletion of his/her data or no longer wishes to receive newsletters, and
- (e) comply with and follow the current European Data Protection Act 2018 whenever applicable.
- (f) actively store and handle data in a secure manner, both paper records and digital information, to prevent unauthorized third parties gaining access to the information. In the event of incidents where information is exposed to unauthorized parties, to immediately inform the Subcontractor about this.

### **3. Use of data**

The Subcontractor receives selected personal data from the Facilitator in order to fulfill his/her contractual duties to the clients registered for the Subcontractor's classes in order to perform said classes (seminars, workshops and telecalls).

### **4. Term**

The term commences as of the date of signing of this agreement and is indefinite.

### **5. Data provided**

The data provided consists of:

- Full name
- Address
- Telephone number
- e-mail address
- Tax identification numbers or VAT number

### **6. Duties of the Subcontractor**

- The Subcontractor hereby confirms and agrees to use the data provided only for the purpose for which it was provided.
- The Subcontractor will document the way data protection is handled within his/her organization or business and will comply with the Data Protection Act 2018 and the rules and regulations agreed to herein.
- The Subcontractor confirms having received notice of the European Data Protection Act 2018 and confirms that he/she will comply with it.

Please visit <https://www.eugdpr.org/> for a general overview on the EU Data Protection Act 2018.

- The Subcontractor must not – at any time – pass on this data to any third party for promotion or marketing reasons.
- The Subcontractor will document the use and storage of data in a manner that enables the Facilitator to provide a list of what data is stored per client if the client requests it.
- The Subcontractor confirms that he/she will obtain the consent of new clients before adding them to the Companies' database and disclosing their data to the Companies on their behalf.

## **7. Technical storage of data**

- The Subcontractor hereby confirms that he/she will only store data in secure storage facilities, preferably within the territory in which he/she resides and only using applications or cloud solutions that are considered secure according to general public information that can easily be found and accessed.
- The Subcontractor confirms that he/she will comply with technical standards protecting the data from being stolen or accessed without approval.
- Wherever data is stored, the Subcontractor is obliged to use secure password protected access points.

## **8. Deletion of data**

- The Subcontractor hereby confirms that he/she will immediately delete any data, including physical documents and digital information if so requested by the Facilitator or its customers and clients.
- Data that the Subcontractor needs for tax reasons, such as copies of invoices, are excluded from this provision.

- If a customer of the Subcontractor requests deletion from the Subcontractors' database, the Subcontractor is obliged to inform the Facilitator immediately and shall verify with the customer if the request to be deleted also concerns the Facilitator's database, or only the database of the Subcontractor.

## 9. Sub-subcontractors

- The Subcontractor is *only* allowed to pass on data to sub-subcontractors, if
  - this is for accounting, tax, legal or banking issues, or
  - prior written approval has been provided by the Facilitator
- If a Subcontractor engages a sub-subcontractor, the Subcontractor must ensure that all data recipients sign a data protection agreement prior to receiving data and that the sub-subcontractor is fully aware of data protection in general and is technically and mentally able to comply with data protection regulations.
- The Subcontractor shall only select reliable and trustworthy sub-subcontractors who ensure data handling in compliance with this agreement.
- The Subcontractor is authorized to use this template for sub-subcontractors.

## 10. Information duties

- The Subcontractor hereby agrees to immediately inform the Facilitator in the event of any violation of the Data Protection Act.
- This information must include the time, how data was accessed, any third party involved and the number of people who were harmed.

## 11. Termination of this Agreement

- This Agreement can only be terminated if the Subcontractor terminates the general working relationship with the Facilitator.
- In case of a termination of this agreement, all data received from us needs to be returned to the Facilitator and deleted fully from every storage location or cloud service in which it has ever been stored, including any physical documents.
- Copies of invoices and any other documents needed for tax purposes are excluded from this provision.

## 12. Liability and Penalty

- The Subcontractor is fully liable for any theft or abuse of data, and any breach of the European Data Protection Act 2018.
- In case of a willful breach of this agreement or in case a Subcontractor intentionally accesses data for purposes other than those provided for herein, or if he/she passes on data to third parties in violation of the provisions of this agreement, the parties hereby agree to a penalty of **EUR 5,000.00** per incident.

Date: .....

Facilitator

Subcontractor

Signature: *Rebekah Vannes* .....

Signature: .....