

DATA PROCESSOR AGREEMENT

This agreement is between Nutritics Ltd (The Provider) and Cork Nutrition Consultancy (The Client).

In providing The Software to The Client, Nutritics may process personal data within the meaning of the General Data Protection Regulation ((EU) 2016/679). Nutritics complies with the Data Protection Regulation, this means that at any time, The Client, can request:

- Subject access
- To have inaccuracies corrected
- To have information erased
- To object to direct marketing
- To restrict the processing of their information, including automated decision-making
- Data portability

This Data Processor Agreement outlines the obligations of the parties in line with Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

By using Nutritics Software, it may be required that Nutritics (The Provider), process Personal Data on behalf of our Clients (The Client).

The details described in this agreement outline the requirements and conditions on which the Provider will process Personal Data when providing services under the terms & conditions of service.

This Agreement will form a contract between The Provider and you, The Client. This agreement sets out the manner in which The Provider will process Personal Data and outlines your rights as the Data Controller.

This agreement contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between The Data Processor and The Data Controller.

The Data Processor Commitments

Nutritics will only process personal data on documented instruction from the client.

Any person authorised to process data on behalf of our clients are fully trained in the requirements under Regulation ((EU) 2016/679) and are bound by confidentiality agreements to ensure the security and privacy of Client Data.

Nutritics have implemented appropriate technical and organisational measures to ensure that The Client's personal data is processed and stored securely.

Nutritics will, where possible, further assist clients in ensuring compliance with obligations under data protection law, taking into account the nature of processing and the information available to The Processor.

Nutritics will maintain the confidentiality of all personal data and will not disclose personal data to third parties or sub-contractors unless specifically requested to do so.

Nutritics will, at the choice of the controller, delete or return all personal data to the controller after the end of provision of services relating to processing and will delete any data following this decision unless requested to retain it on behalf of the client.

Nutritics will notify the client immediately if it receives any notice, communication or complaint that relates directly or indirectly to the processing of personal data by the client. We will give the client any required support to deal with such notice.

Data retention

Personal data on record will be retained for free for year unless requested to be destroyed. Data will be permanently destroyed after 1year unless the provider are requested to store it. Storage for more than one year will result in an annual storage charge.

Warranties

The Client warrants and represents that the expected use of the Personal Data for the Business Purposes and as specifically instructed by the Client will comply with the Data Protection Legislation.

Accepted and agreed to:

Signature: _____
Name: _____
Date: _____
On behalf of: _____ (“The Client”)

And by

Signature: Frankie Douglas
Name: Frankie Douglas _____
Date: 22.05.2018 _____
On behalf of: Nutritics Ltd (“The Provider”)