

Talent Talks Limited Data Processing Agreement – Business Clients

Effective 25 May 2018.

Data Processing Agreement

1. Introduction

1.1. Definitions in This Agreement:

“**Personal Data**” as defined in the GDPR.

“**GDPR**” the EU General Data Protection Regulation 2016/679.

“**Agreement**” means this Data Processing Agreement.

“**DPIA**” Data Protection Impact Assessment as defined in the GDPR.

“**DPO**” Data Protection Officer as defined in the GDPR.

“**We**”, “**Us**”, “**Our**”, the “**Company**” means Talent Talks Limited of 20-22 Wenlock Road, London, England, N1 7GU

“**You**”, “**Your**”, the “**Client**” means the company or individual holding an account with us.

“**Data Controller**” as defined in the GDPR, fulfilled by the Company.

“**Data Processor**” as defined in the GDPR, fulfilled by the Client.

1.2. All references made in this Agreement are to paragraphs of this Agreement

1.3. This agreement sets out the guidelines between us and our suppliers. Each supplier is required to agree to the terms detailed in this agreement before having the ability to perform services with Us.

2. Processing Guidelines

2.1. Subject matter and Duration of processing

2.1.1. You will have access to Personal Data belonging to customers of the Company for the purpose of reviewing their work application and contacting them for the purposes of fulfilling the work they have applied for.

2.1.2. This agreement is ongoing for Your entire use of Our services and will immediately cease 30 days after Your use of Our Services ceases.

2.1.3. For the purposes of data retention all data received will be deleted upon the completion of the work each data transfer was relating to.

2.1.4. This agreement will also cover Our use of data contained in Call Sheets You send to Us. In the circumstances of Call Sheets we recognise you will act as the Data Controller, and we will act as the Data Processor.

2.2. Nature and purpose of processing

2.2.1. You will only process data processed for the purpose of meeting the required terms for the agreement as noted in 2.1.1. (the “**Services**”)

2.2.2. You will perform no other processes with the data obtained unless otherwise instructed by Us in writing or if required by any UK law or act.

2.2.2.1. Any access given to You by Us will be monitored regularly.

2.2.2.2. No third-parties may be used to deliver the Services you provide to us other than those required to meet the Services required, we must be notified of all third-parties used by email allowing us to reject their use before data is transferred to them.

2.2.3. Any and all Personal Data handled by You will be done via secure connections with HTTPS SSL protection and only stored on secure password-protected platforms.

2.3. Type of Personal Data and categories of data subject

2.3.1. You may store the following types of Personal Data:

- Names
- Email addresses
- Addresses
- Telephone numbers
- Age
- Photographs of the member
- Any other type of Personal Data disclosed voluntarily by Us to You
- Any other type of Personal Data disclosed to Us by our members

2.3.2. Categories of Data Subject:

- Our members.

2.4. Obligations and rights of the controller

2.4.1. We retain full rights over any and all Personal Data stored by You unless specified otherwise by any UK laws or acts we are required to comply with.

2.5. Security

- 2.5.1. You agree to only access any of Our data on a non-shared computer that is regularly scanned and checked for viruses and malware on a weekly basis.**
- 2.5.2. You agree to not access any information provided by Us or Our clients without completing proper GDPR training.**

3. Subject Access Requests

- 3.1. You will comply with any and all Subject Access Requests within 3 business days of Us or Our client notifying You of any such requests apart from those mentioned in 3.3.**
- 3.2. This applies to access requests, restricted processing requests, withdrawing consent and deletion requests.**
- 3.3. You will not comply with access requests if they are in breach of any other UK law we are required to comply with.**

4. Data Breaches and Impact Assessments

- 4.1. Should a data breach occur You will notify Us within 1 business day of discovering the breach.**
- 4.2. You will include in Your notification to Us, the number of records effected, the type of data breached, and Your timeframe for resolving the breach.**
- 4.3. You will inform Us when the data breach has been resolved including the actions performed to resolve the breach.**
- 4.4. If we decide to change our Software to a point where a DPIA is required, We will notify You of the change.**
- 4.5. If a DPIA reveals that this agreement requires updating, We will send You an updated copy of the agreement for You to sign before continuing to receive Services from You.**

5. Data Retention

- 5.1. You will not hold any Personal Data unless required by any other UK law or act when the data is older than 12 months.**
- 5.2. You are responsible for maintaining accurate records for any Personal Data handed to You by Us.**

5.3. Section 2.1.3. supersedes the content of section 5.

6. Audits and Inspections

6.1. You agree to submit to all audits and inspections We or Our clients are subject to that are required to meet the requirements set out in Article 28 obligations of the GDPR or any other data protection law of the EU or a member state.

6.2. You will provide this service at no additional fee to Us.

7. Governance and Enforcement

7.1. The DPO for this agreement will be provided by Us and reports directly to the Director of the Company and will hold Your contact details in the event there are any data protection concerns.

7.2. The DPO for this agreement can be contacted via compliance@paydayventures.com

7.3. This agreement will be governed and enforced by the DPO to the full extent as set out in the GDPR.

7.4. The DPO for this agreement reserves the right to terminate this agreement and all other agreements between the Company and You with no notice should wilful negligence towards data protection be displayed by either party.

7.5. The DPO for this agreement reserves the right to consult external GDPR experts in relation to governance and enforcement of this agreement.

8. General Terms

8.1. You will only process data that has been obtained within compliance of the GDPR.

8.2. Nothing within this agreement supersedes or relieves us of Your own direct responsibilities and liabilities under the GDPR as a Data Processor.

8.3. Nothing within this agreement supersedes or relieves Us of our own direct responsibilities and liabilities under the GDPR as a Data Processor.

8.4. Indemnity

8.4.1. We agree to hold Indemnity Insurance to cover us against any potential claims by you against us in relation to data protection.

8.4.2. You agree that in the event our Indemnity Insurance refuses to cover an incident for a valid legal reason as set out in any UK law or act that you will not pursue your claim.

8.4.3. We reserve the right to present a legal case against you to recover reasonable costs when we believe a legal case is invalid or unjustified.

8.5. We agree to co-operate with any and all supervisory data protection authorities in accordance with Article 31 of the GDPR.

8.6. All processing of data will be done in accordance of the guidelines set in Article 32 of the GDPR.

8.7. We will retain full records of all our processing activities in accordance with Article 30.2 of the GDPR.

8.8. We agree to appoint a DPO for the Company at all times in accordance with the GDPR requirements.

8.9. We agree that we may be subject to investigation and corrective powers of supervisory authorities under Article 58 of the GDPR.

8.10. We agree that we may be subject to administrative fines under Article 83 of the GDPR.

- 8.11. We agree that we may be subject to a penalty under Article 84 of the GDPR if we fail to meet our GDPR obligations. We may also be required to pay compensations to you under Article 82 of the GDPR.
- 8.12. This agreement does not supersede or relieve us of any and all responsibilities and liabilities under any governing UK law.