THIRD PARTY DATA PROCESSOR AGREEMENT

This Third-Party Data Processor Agreement is made this …………… day of …………………….. 20…….. and forms an integral part of the *[………………………...Insert the title of Agreement/Engagement letter]* (hereinafter referred to as Principal Agreement) between **Ringardas Nigeria Limited** (hereinafter referred to as "Controller" and *[Insert Name of Third Party Processor]* (hereinafter referred to as "Processor").

For the purposes of this agreement (the "Agreement"), the Controller and the Processor are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

a) The Controller and Processor have entered into a [……………………….*Agreement]* for the provision of […………………] by the Processor to Controller.

b) Based on the above, certain Personal Data and information relating to an identified or identifiable natural person ('Data Subject') collected by the Controller may be transferred to the Processor for processing.

c) These Personal Data will be processed for purposes of providing the Services set out under the Principal Agreement.

d) This Agreement is intended to govern the transfer and processing of Personal Data of the Data Subjects from the Controller to the Processor in line with the Nigerian Data Protection Regulation, 2019 (NDPR).

The Parties hereby agree to the terms as reproduced below:

1.   Definitions

"**Agreement**" means this Third-Party Data Processing Agreement and its Appendix

"**Controller**" means Ringardas Nigeria Limited.

"**Instruction**" means any written instruction from the Controller to the Processor as regards specific action regarding the personal data disclosed to the Processor.

"**NDPR**" means The Nigerian Data Protection Regulation, 2019.

"**Principal Agreement**" means the *[insert name of agreement]*

"**Processor**" means **[Insert name of third-party processor]**

"**Services**" means the services the Processor provides to the Controller under the Principal Agreement.

"Sub Processor" means any third-party processor appointed by and on behalf of the Processor in connection with this Agreement.

Data, Data Subject, Data Transfer, Personal Data, Personal Data Breach, Processing and Third Party shall have the meaning attached to them in the NDPR.

2. Obligations of the Processor

2.1 The Processor shall ensure full compliance with the NDPR and other Data Protection Laws in processing the Personal Data disclosed by the Controller or collected on behalf of the Controller.

2.2 The Processor shall ensure that Personal Data is only processed and stored as necessary for the purpose(s) specified in the Principal Agreement and under Applicable Laws.

2.3 The Processor shall only process Personal Data in accordance with the Controller's Instruction.

2.4 The Processor shall maintain adequate physical, technical, and administrative security measures to safeguard and ensure the protection and security of all personal data transferred and disclosed to it by the Controller from loss, misuse, unauthorized access, alteration accidental or unlawful destruction, unauthorized disclosure or access. Such measures and safeguards may include but are not limited to the following:

- developing organizational policy for handling Personal Data;
- protecting systems from hackers;
- setting up firewalls;
- storing Personal Data securely with access only to specific authorized individuals;
- employing data encryption technologies;
- ensuring that Personal Data cannot be read, copied, modified or deleted without a prior written consent of the Data Controller; and
- putting in place a proper data mapping system.

3. Confidentiality

3.1 The Processor will ensure that anyone who has access to the Personal Data disclosed by the Controller is subject to a duty of confidentiality by putting in place a confidentiality agreement or acceptable use policies. The undertaking to confidentiality shall continue after the termination of this Agreement.

3.2 The confidential information must not be disclosed to a third party except:

a) the prior written consent of the Controller has been sought and obtained;
b) the disclosure is required by law; or
c) the relevant information is already in the public domain.

4. Personal Data Breaches

4.1 All suspected, actual, threatened or potential Data Breaches must be reported immediately it is identified by the Processor to the Controller within 12 hours of its occurrence and with sufficient information to allow the Controller meet any required obligation to report to the Regulator or inform the Data Subjects of the Personal Data Breach under the NDPR.

4.2 The Processor shall assist the Controller, and take reasonable and commercial steps as are directed by the Controller, in the investigation and take steps to manage, mitigate and remediate the Personal Data Breach.

4.3 Examples of data privacy breaches include but are not limited to

a) transmission of Personal Data across borders without requisite consent or approvals;
b) loss or theft of data or equipment on which data is stored;
c) accidentally sharing data with someone who does not have a right to the information;
d) inappropriate access controls allowing unauthorized use;
e) equipment failure;
f) human error resulting in data being shared with someone who does not have a right to know; and
g) a hacking attack.

5. Deletion and Return of Personal Data

5.1 The Processor shall at the end of the data processing activities (*the Cessation Date)* or at the written request of Controller promptly and in any event within [*number of days*] business days, delete all Personal Data in line with the NDPR.

5.2 The Controller may require the Processor to return all Personal Data in its possession to the Controller by secure file transfer or other means communicated by the Controller.

5.3 The Processor shall within [.…..] days of the cessation of the Principal Agreement provide written certification to Controller that it has complied with the provisions of this Clause 5.

6. Data Transfer to Foreign Jurisdiction

6.1 The Processor may not transfer, disclose or authorize the transfer of Personal Data within or outside Nigeria without the prior written consent of the Controller.

6.2 If Personal Data processed under this Agreement is transferred to foreign jurisdiction upon written consent of the Controller, the Processor shall ensure that the Personal Data is adequately protected and the requirements set by the NDPR, including obtaining the approval of the National Information Technology Development Agency NITDA and the Attorney General of the Federation (where required) are met.

6.3 Any transfer of Personal Data out of Nigeria not in accordance with the provisions of the NDPR will be a breach of this Agreement and the Processor shall indemnify the Controller pursuant to the terms and conditions of this Agreement.

7. Subject Access Request

7.1 By virtue of the provisions of the NDPR, a Data Subject is entitled to request for confirmation of his/her information held by Controller through a subject access request. Where a Data Subject makes a Data Subject access request to the Processor, the Processor must within 3 working days of the receipt of such request, notify the Controller of the request and request prior authorization of the Controller before responding.

7.2 Where the Controller makes a Data Subject access request to the Processor, the Processor shall within 3 working days take appropriate measures to respond to the request or meet any required obligations.

7.3 In addition to the rights of Data Subjects to request for access to Personal Data collected and stored by the Controller, the Data Subjects are also entitled to the following rights:

   a) Request for objection or restriction of processing of Personal Data.
   b) Right to information on your data collected and stored.
   c) Right to object to automated decision making and profiling.
   d) Right to withdraw consent at any time.
   e) Right to request rectification and modification of your data which we keep.
   f) Right to request for deletion of your data.
   g) Right to request the movement of data from us to a Third Party; this is the right to the portability of data.

8. Audit

8.1 The Controller has the right to carry out an audit on the processing operations of the Processor to determine the compliance level of the Processor with this Agreement and the NDPR.

8.2 The Processor will be given 30 days' written notice in advance for the audit.

8.3 The Processor undertakes to give the Controller the necessary support and information during the audit or inspection, in particular, to demonstrate the implementation of the organizational and technical measures put in place by the Processor.

8.4 The Processor shall notify the Controller of any inability to disclose such information, if precluded by any law or any other obligation under the NDPR.

8.5 Without prejudice to the right of the Controller to conduct an audit of the Processor's data processing activities, the Processor shall carry out its annual data protection and compliance audit in line with the provisions of the NDPR.

9. Sub-Processor(s)

9.1 The Processor shall not transfer or disclose the Personal Data to a third-party Sub Processor unless required and on the written authority of the Controller. This obligation shall continue even upon termination/cessation of this Agreement.

9.2 Where the Processor engages a Sub-Processor with the written authority of the Controller, the Processor will enter into a Data Protection Agreement with the Sub-Processor that imposes on the sub-processor the same obligations that apply to Processor under this Agreement.

9.3 The Processor shall ensure the Sub-Processor fulfills its data protection and processing obligations. Provided always that the Processor will remain liable to the Controller for all acts and or omissions of the Sub-Processors, as if those acts or omissions were that of the Processor.

10. Liability and Indemnity

The Processor shall indemnify the Controller and hold the Controller, its Directors, Employees, Officers and its affiliates harmless from all damages, penalties, claims, costs (including without limitation attorney's costs) and any third party claims arising from or in connection with any breach of the provisions of this Agreement or the provisions of the NDPR.

11.   **Severability**

If any provision of this Agreement is declared by any judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall remain in force and effect.

12.   **Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Federal Republic of Nigeria and the Nigerian Courts shall have jurisdiction to hear and determine any dispute arising from this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.]

Signed and Delivered by the within named Controller, **Ringardas Nigeria Limited.**

Signature: _____

Name: _____

Title: _____

Date: _____

Signed and Delivered by the within named Processor [*insert name of Processor]*

Signature: _____

Name: _____

Title: _____

Date: _____