

# DATA PROCESSING AGREEMENT

CleanTalk Inc

and

[            ]

AGREEMENT DATED [insert date]

BETWEEN:

CleanTalk Inc, 711 S Carson street, suite 4, Carson city, NV, 89701 ("Processor")

and

[            ], having its registered office at [            ] ("Controller")

This Agreement is to ensure there is in place proper arrangements relating to personal data passed from [            ] to the Processor.

This Agreement is compliant with the requirements of Article 28 of the General Data Protection Regulation.

## 1. Definitions

1.1 "Anonymous Data" means Personal Data that has been processed in such a manner that it can no longer be attributed to an identified or identifiable natural person without additional information unavailable to any third party other than Authorized Employee.

1.2 "Authorized Employee" means an employee of Processor who has a need to know or otherwise access Personal Data to enable Processor to perform their obligations under this Addendum or the Agreement.

1.3 "Data Subject" means an identified or identifiable person to whom Personal Data relates.

1.4 "Instruction" means a direction, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by Controller to Processor and directing Processor to Process Personal Data.

1.5 "Personal Data" means any information relating to Data Subject which Processor Processes on behalf of Controller other than Anonymous Data, and includes Sensitive Personal Information.

1.6 "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

1.7 "Privacy Shield Principles" means the Swiss-U.S. and EU-U.S. Privacy Shield Framework and Principles issued by the U.S. Department of Commerce, both available at <https://www.privacyshield.gov/EU-US-Framework>.

1.8 "Process" or "Processing" means any operation or set of operations which is performed upon the Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

1.9 "Sensitive Personal Information" means a Data Subject's (i) government-issued identification number (including social security number, driver's license number or state-issued identification number) or email address; (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal

identification number or password, that would permit access to an individual's financial account; (iii) genetic and biometric data or data concerning health; or (iv) Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, sexual orientation or sexual activity, criminal convictions and offences (including commission of or proceedings for any offense committed or alleged to have been committed), or trade union membership.

1.10 "Services" shall have the meaning set forth in the Agreement. <https://cleantalk.org/publicoffer>

## 2. Data Processing

2.1 The rights and obligations of the Controller with respect to this Processing are described herein. Controller shall, in its use of the Services, at all times Process Personal Data, and provide instructions for the Processing of Personal Data, in compliance with EU Directive 95/46/EC (the "Directive"), and, when effective, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR" and together, "Data Protection Laws"). The controller shall ensure that its instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with Controller's instructions will not cause Processor to be in breach of the Data Protection Laws. The controller is solely responsible for the accuracy, quality, and legality of the Personal Data provided to Processor by or on behalf of Controller, the means by which Controller acquired any such Personal Data, and the instructions it provides to Processor regarding the Processing of such Personal Data. The controller shall not provide or make available to Processor any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Processor from all claims and losses in connection therewith.

2.2 Processor shall Process Personal Data only for the purposes set forth in the Agreement, (<https://cleantalk.org/publicoffer>) in accordance with the terms and conditions set forth in this Addendum and any other documented instructions provided by Controller, and in compliance with the Directive, and, when effective, the GDPR. Controller hereby instructs Processor to Process Personal Data for the following purposes as part of any Processing initiated by Controller in its use of the CleanTalk Services.

2.3 The subject matter, nature, purpose, and duration of this Processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this Agreement.

2.4 Following completion of the Services, at Controller's choice, Processor shall return or delete the Personal Data, except as required to be retained by the laws of the European Union or European Union member states.

## 3. Authorized Employees

3.1 Processor shall take commercially reasonable steps to ensure the reliability and appropriate training of any Authorized Employee.

3.2 Processor shall ensure that all Authorized Employees are made aware of the confidential nature of Personal Data with their obligations in connection with the Services. All employees and other representatives accessing the Data are aware of the terms of this Agreement and have received comprehensive training on Data Protection Laws and related good practice, and are bound by a commitment of confidentiality (Article 28, para 3(b) GDPR)

3.3 Processor shall take commercially reasonable steps to limit access to Personal Data to only Authorized Individuals.

## 4. Transmission Of Personal Data

4.1 The Processor may process the personal data in countries outside the European Union. In addition, the Processor may also transfer the personal data to a country outside the European Union provided that such country guarantees an adequate level of protection and it satisfies the other obligations applicable to it pursuant to this Data Processing Agreement.

4.2 Upon request, the Processor shall notify the Controller as to which country or countries the personal data will be processed in.

5. Non Disclosure And Confidentiality

5.1 All personal data received by the Processor from the Controller and/or compiled by the Processor within the framework of this Data Processing Agreement is subject to a duty of confidentiality vis-à-vis third parties.

5.2 This duty of confidentiality will not apply in the event that the Controller has expressly authorised the furnishing of such information to third parties, where the furnishing of the information to third parties is reasonably necessary in view of the nature of the instructions and the implementation of this Data Processing Agreement, or if there is a legal obligation to make the information available to a third party.

6. General

6.1 This Agreement represents the entire understanding of the parties relating to necessary legal protections arising out of their data controller/processor relationship under Data Protection Laws. This Agreement is subject to USA law and the exclusive jurisdiction of the USA Courts.

**IN WITNESS WHEREOF, the Parties have caused this Data Processing Agreement to be executed by their duly authorized representatives.**

[CleanTalk Inc]

[CONTROLLER NAME]

5, 7, 2018  
Date Date

\_\_\_\_/\_\_\_\_/\_\_\_\_

Dennis Mogilinski  
Name Name

\_\_\_\_\_

[Signature]  
Signature Signature

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## Exhibit A

### Details of the Personal Data and processing activities.

The processing will comprise: Processing necessary to provide the Service to Customer, pursuant to the Main Agreement.

The purpose(s) of the processing is/ are: necessary for the provision of the Service.

The data controller submits Personal Data to CleanTalk, the extent of which is determined and controlled by the data controller in its sole discretion.

You also can exclude any website form fields from sending their data to the CleanTalk Anti-Spam or you can set a list of website pages for CleanTalk to ignore them completely.

The personal data comprises: in relation to visitors of the Customer's online properties identification data and includes: at the moment when a visitor sends POST request such as comment, registration or contact form submission, the CleanTalk receives and processes the following personal data if they exist: IP address, e-mail, text and values of each filled form field. The text of messages and fields of a form may include some other personal data.

The duration of the processing will be: 0/7/45 days. You can choose how long the service should keep data: 7 or 45 days or do not keep approved requests at all. <https://cleantalk.org/my/profile>

The data of spam requests will be stored until processing is no longer necessary for the purposes of either party performing its obligations under the Main Agreement (to the extent applicable). Spam IP/email can be published to report about illegal/criminal activities to other webmasters that they can prevent online threats.

- [Can I add exclusions for some pages of my site?](#)
- [Can I not send my personal data to CleanTalk servers?](#)

The objective of the processing of Personal Data by CleanTalk is to provide the Service, pursuant to the Main Agreement.

[CleanTalk Inc]

[CONTROLLER NAME]

5, 7, 2018  
Date Date

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Denis Shaginurov  
Name Name

\_\_\_\_\_

  
Signature Signature

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