



# Data Transfer Agreement

## 1. Parties

The parties to this **Data Transfer Agreement** ("**Agreement**" hereinafter) is as follows;

**Data Exporter**

**Data Importer**

**WHEREAS**, the Data Exporter wishes to transfer certain personal data, which will be described and limited in this Agreement, to the Data Importer for the following purpose;

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**WHEREAS**, the Data Importer agrees to receive and process the personal data in accordance with the terms and conditions set forth in this Agreement;

**WHEREAS** the term and conditions regarding the processing the personal data set out in the **Data Processing Agreement** ("**DPA**") between the parties dated \_\_\_\_\_, including Standart Contract Clauses in accordance with the applicable data protection laws;

**NOW, THEREFORE**, the Parties agree as follows:

## 2. Descriptions

In the implementation and interpretation of this Agreement, definitions of the concepts are as follows;

**"Personal Data"** means any information relating to an identified or identifiable natural person;

**"Data Protection Laws"** means all applicable laws and regulations relating to the processing of personal data and privacy, including but not limited to the General Data Protection Regulation;

**"Processing"** means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

**"Data Transfer"** means an intentional sending of personal data to another party or making the data accessible by it, where neither sender nor recipient is a data subject.

### **3. Obligations of Data Importer**

The Data Importer agrees to process the Personal Data only for the purposes specified in this Agreement and in accordance with the instructions provided by the Data Exporter.

The Data Importer shall implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

The Data Importer shall keep the personal data strictly confidential and shall not disclose the Personal Data to any third party without the prior written consent of the Data Exporter, except as required by law.

The Data Importer shall notify the Data Exporter promptly if it becomes aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

The Data Importer is obliged to co-operate with and provide reasonable assistance to the Data Exporter, so that the Exporter is able to comply with their obligations under Data Protection Laws and this Agreement. The Data Importer shall assist the Data Exporter in conducting data protection impact assessments and, where necessary, consulting with supervisory authorities.

The Data Importer shall promptly report any identified vulnerabilities or incidents to the Data Exporter and take immediate steps to mitigate any potential risks.

## 4. Transfer and Appropriate Measures

The Data Exporter agrees to transfer the personal data described in this Agreement to the Data Importer, subject to the terms and conditions of this Agreement. The transfer shall be executed using secure methods, including \_\_\_\_\_, to ensure the protection of the Personal Data during transfer process.

The Data Importer shall implement appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access during the transfer and processing.

These measures shall include, but are not limited to;

**1. Encryption:** All Personal Data shall be encrypted both in transit and at rest using industry-standard encryption algorithms.

**2. Access Controls:** Access to the Personal Data shall be restricted to authorized personnel only, and such access shall be granted on a need-to-know basis.

**3. Monitoring and Logging:** Regular monitoring and logging of access to and processing of Personal Data shall be conducted to detect and respond to potential security incidents.

**4. Regular Audits:** Periodic security audits and risk assessments shall be conducted to evaluate the effectiveness of the security measures in place.

**5. Data Minimization:** The Data Importer shall ensure that the Personal Data collected, stored, and processed is limited to what is necessary for the specified purposes outlined in this Agreement.

## 5. Other Provisions

If there is any inconsistency or conflict between Data Protection Laws and this Agreement, the applicable Data Protection Laws shall prevail.

In cases where there is no provision in this Agreement, the relevant term and conditions of the DPA shall apply. If there is any inconsistency or conflict between the DPA and this Agreement, the applicable clauses of the DPA shall apply.

Should any provision of this Agreement be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining parts of this Agreement. The invalid or unenforceable provision shall automatically be replaced by a valid and enforceable provision that comes closest to the intention and purpose of the original provision.

**IN WITNESS WHEREOF**, the parties affix their signatures and has caused this Agreement to be executed on the date of last signature below.

**Data Exporter**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Data Importer**

**Name**

**Date**

**Signature**

\_\_\_\_\_

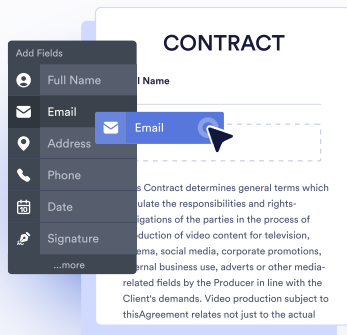


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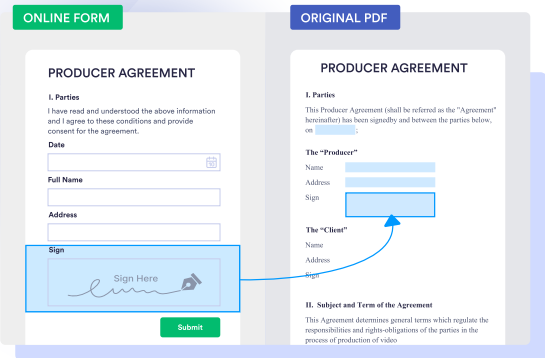
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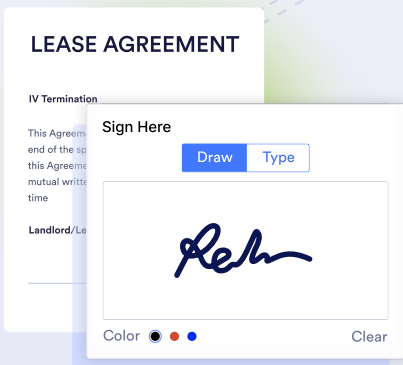
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