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Data Processing Agreement

COMPANY	Docree Demo Payments Ltd
REGISTRATION	HE 000000
EFFECTIVE DATE	November 28, 2026
VERSION	v1.0

Table of Contents

01 Definitions & Roles

02 Subject Matter & Duration

03 Processor Obligations

04 Sub-Processors

05 International Transfers

06 Security Measures

07 Data Subject Rights & Breach Notification

08 Audit & Termination

SECTION 01

Definitions & Roles

1.1 This Data Processing Agreement (the "DPA") supplements the Merchant Agreement between Docree Demo Payments (the "Processor") and the Merchant (the "Controller"). Terms not defined here have the meaning given in the GDPR or equivalent local law.

1.2 The Controller determines the purposes and means of processing personal data of its customers. The Processor processes personal data only on documented instructions from the Controller to perform the services under the Merchant Agreement.

SECTION 02

Subject Matter & Duration

2.1 The subject matter of processing is the provision of payment processing services. Categories of data subjects: the Controller's customers and end-users. Categories of data: payment and transaction data (card numbers, billing addresses, IPs, emails).

2.2 This DPA remains in effect for as long as the Processor processes personal data on behalf of the Controller under the Merchant Agreement.

SECTION 03

Processor Obligations

3.1 The Processor shall:

- Process personal data only on documented instructions from the Controller.
- Ensure persons authorized to process data are bound by confidentiality obligations.
- Implement appropriate technical and organizational security measures.
- Assist the Controller in fulfilling data subject rights requests.
- Assist with data protection impact assessments and regulator consultations.
- Delete or return personal data at the end of services, subject to retention obligations.
- Make available information necessary to demonstrate compliance with this DPA.

SECTION 04

Sub-Processors

4.1 The Controller provides general authorization for the Processor to engage sub-processors listed on the Processor's website. The Processor will notify the Controller of any intended changes and provide the opportunity to object on reasonable grounds.

4.2 The Processor imposes on each sub-processor the same data-protection obligations as contained in this DPA and remains liable for the sub-processor's performance.

SECTION 05

International Transfers

5.1 Where the Processor transfers personal data outside the EEA/UK, it shall ensure transfers are protected by an adequacy decision, Standard Contractual Clauses (SCCs), Binding Corporate Rules, or another lawful transfer mechanism.

SECTION 06

Security Measures

6.1 The Processor implements and maintains measures including:

- PCI DSS Level 1 compliance.
- Encryption of personal data in transit (TLS 1.2+) and at rest (AES-256).
- Role-based access controls and multi-factor authentication.
- Continuous security monitoring and intrusion detection.
- Regular penetration testing and vulnerability scanning.
- Documented incident-response and business-continuity plans.
- Employee background checks, training, and signed confidentiality agreements.

SECTION 07

Data Subject Rights & Breach Notification

7.1 The Processor shall, taking into account the nature of the processing, assist the Controller in responding to data-subject requests (access, rectification, erasure, restriction, portability, objection) within applicable legal timeframes.

7.2 The Processor shall notify the Controller without undue delay (and in any event within 72 hours) of becoming aware of a personal-data breach, providing sufficient information for the Controller to meet its own breach-notification obligations.

SECTION 08

Audit & Termination

8.1 The Processor shall make available to the Controller, on reasonable request and no more than annually, evidence of compliance with this DPA, including SOC 2 / ISO 27001 reports or equivalent third-party audit summaries.

8.2 On termination of services, the Processor shall, at the Controller's election, delete or return personal data, except where retention is required by law. Certified deletion confirmation is available upon request.

Document	Data Processing Agreement
Company	Docree Demo Payments Ltd
Effective Date	November 28, 2026
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