# DATA PROCESSING AGREEMENT (DPA)

*Last updated: July 2026*

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("License Agreement") between

_____
_____
_____

in the following: **Company**

and

Tower Apps Ltd.
128 City Road
EC1V 2NX London
United Kingdom

in the following: **Data Processor**, together as the **Parties**.

**WHEREAS**

1. The company acts as a data Controller.
2. The company wishes to subcontract certain Services, which imply the Processing of Personal Data, to the data processor.
3. The Parties seek to implement a data Processing Agreement that complies with the requirements of the current legal framework in relation to data Processing and with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repeals Directive 95/46/EC (General Data Protection Regulation).
4. The Parties wish to lay down their rights and obligations.

**IT IS AGREED AS FOLLOWS:**

## 1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "**Agreement**" means this Data Processing Agreement and all Schedules;

1.1.2 "**Company Personal Data**" means any Personal Data processed by a Contracted Processor on behalf of the company pursuant to or in connection with the principal Agreement;

1.1.3 "**Contracted Processor**" means a Sub-Processor;

1.1.4 "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

1.1.5 "**EEA**" means the European Economic Area;

1.1.6 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced, or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.8 "**Data Transfer**" means:

1.1.8.1 a transfer of Company Personal Data from the Company to a Contracted Processor; or

1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a subcontracted processor or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of Data Transfer Agreements put in place to address the Data Transfer restrictions of Data Protection Laws);

1.1.9 "**Services**" means the Services the company provides on the basis of the license Agreement.

1.1.10 "**Sub-Processor**" means any person appointed by or on behalf of the processor to process Personal Data on behalf of the company in connection with the Agreement.

1.1.11 "**Reasonable Commercial Steps**" means steps that are proportionate, necessary, and consistent with prevailing industry standards, taking into account the nature, scope, and risk of the Processing.

1.2 The terms "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 Annexes 1 through 4 form an integral part of this Agreement and are incorporated herein by reference.

## 2. Processing of Company Personal Data

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not process Company Personal Data other than on the relevant company's documented instructions, including any export of Company Personal Data to a third country, unless required to do so by applicable law to which the processor is subject.

2.2 The company instructs the processor to process Company Personal Data.

2.3 If the processor is of the opinion that an instruction given by the company infringes the GDPR or other applicable Data Protection Laws, the processor shall promptly inform the company thereof and shall not carry out the instruction until the company has confirmed or amended it.

2.4 The processor shall not process Company Personal Data in a manner that deviates from the company's documented instructions without the company's prior written approval, except where required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the company of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.5 All instructions received from the company shall be documented in writing (including by email) and retained by the processor for the duration of the Agreement.

## 3. Processor Personnel

Processor shall take reasonable steps to ensure the reliability of any employee, agent, or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Company Personal Data, as strictly necessary for the Purposes of the Principal Agreement, and to comply with applicable laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are Subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

## 4. Security

4.1 Taking into account the state of the art, the costs of implementation, and the Nature, scope, context, and Purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the processor shall, in relation to the company's Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, the processor shall take account, in particular, of the risks that are presented by Processing, in particular a Personal Data Breach.

## 5. Sub-Processing

5.1 The processor shall not appoint (or disclose any Company Personal Data to) any Sub-Processor unless required or authorized by the company.

5.2 The processor shall notify the company in writing before engaging any new Sub-Processor, providing the name, location, and purpose of processing.

5.3 The company may object to a new Sub-Processor within fourteen (14) calendar days of receipt of such notification. Absent objection within this period, the Sub-Processor may be engaged. Each Sub-Processor shall be bound by data protection obligations no less protective than those set out in this Agreement, and the processor shall remain responsible for the Sub-Processor's compliance.

## 6. Data Subject Rights

6.1 Taking into account the Nature of the Processing, the processor shall assist the company by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the company's obligations, as reasonably understood by the company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify the company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of the company or as required by applicable laws to which the processor is Subject, in which case the processor shall, to the extent permitted by applicable laws, inform the company of that legal requirement before the Contracted Processor responds to the request.

## 7. Personal Data Breach

7.1 The processor shall notify the company without undue delay upon becoming aware of a Personal Data Breach affecting Company Personal Data, providing the company with sufficient information to allow the company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 The processor shall cooperate with the company and take Reasonable Commercial Steps as directed by the company to assist in the investigation, mitigation, and remediation of each such Personal Data Breach.

## 8. Data Protection Impact Assessment and Prior Consultation

Processor shall provide reasonable assistance to the company with any data protection impact assessments and prior consultations with supervising authorities or other competent data privacy authorities that the company reasonably considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to the Processing of Company Personal Data by, and taking into account the Nature of the Processing and information available to, the Contracted Processors.

## 9. Deletion or return of Company Personal Data

9.1 Subject to this section, the Processor shall promptly, and in any event within 10 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data.

9.2 The processor shall provide written certification to the company that it has fully complied with this section within 10 business days of the cessation date.

## 10. Audit rights

10.1 Subject to this section 10, the processor shall make available to the company on request all information necessary to demonstrate compliance with this Agreement and shall allow for and contribute to audits, including inspections, by the company or an auditor mandated by the company in relation to the Processing of the company's Personal Data by the Contracted Processors.

10.2 Information and audit rights of the company only arise under Section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of the Data Protection Law.

## 11. Data Transfer

11.1 The Processor may not transfer or authorize the transfer of data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If Personal Data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the Personal Data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved standard contractual clauses for the transfer of Personal Data.

## 12. General Terms

12.1 **Confidentiality**. Each party must keep this Agreement and any information it receives about the other party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that confidential information without the prior written consent of the other party, except to the extent that:

1. disclosure is required by law;
2. the relevant information is already in the public domain.

12.2 **Notices**. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post, or sent by email to the address or email address set out in the heading of this Agreement at such other address as is notified from time to time by the Parties changing addresses.

## 13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of the United Kingdom.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of London, United Kingdom.

IN WITNESS WHEREOF, this Agreement is entered into with effect from the date first set out below.

**Your Company**

Signature _____

Name _____

Title _____

Date Signed _____

**Processor Company**

Signature _____

Name _____

Title _____

Date Signed _____

## Annex 1: Description of data Processing

The description of the data Processing is defined as follows:

1. **Parties**: The licensee is the data exporter, and Tower Apps is the data importer. The Parties' contact information is as set out in the Data Processing Agreement.
2. **Subject**: Processing of content data and support data entered by the licensee and/or his end users
3. **Duration of Processing**: the Processing will follow the terms of the Data Processing Agreement. Any Personal Data that is transferred will be transferred continuously.
4. **Nature**: hosting, transmitting, and backing up Personal Data
5. **Purpose**: facilitating the use of Tower Apps' Services
6. **Personal Data categories**: content data and support data as defined in the "Definitions of Data Types". Personal Data Subject categories:
    a. People who use the Services (end users)
    b. People whose Personal Data is captured using the Services by the licensee and/or his end users
    c. People whose data is transmitted via the Services by the licensee and/or his end users
    d. Other possible Data Subject categories whose Personal Data is processed using the Services
7. **Personal Data Subject countries**: world-wide

## Annex 2: Sub-Processor list

Pursuant to Section 5 of the Data Processing Agreement, Tower Apps Ltd. authorizes the use of the following Sub-Processors:

| Name | Location of Personal Data | Purpose | Relevant categories of Personal Data |
|---|---|---|---|
| Azure Microsoft | Germany (Frankfurt) | App hosting and Processing, backups, database | Contact Data, Usage Data. For detailed information see Privacy Policy |
| monday.com (host platform) | Data residency configurable by customer | Host applications and data storage (all our apps function in the context of a host application provided by monday.com) | Usage Data |
| BoldSign by Syncfusion | EU | Providing eSignature Feature | Recipient email address and name, generated document (attachment) |
| Sendinblue GmbH (Brevo.com) | Germany | Marketing / Transactional emails | Recipient email address and name, generated document (attachment) |
| Freshworks Inc. | EU | Helpdesk Software/Email Support | Support, feedback and contact data provided by email |
| Google | EU | Email Accounts | Support Data, Feedback Data |

## Annex 3: Transfers of Personal Data to a third country

1. In all cases where the Parties transfer Personal Data to a third country, the obligations herein apply.
2. The obligations herein shall apply, inter alia, to any onward transfer of Personal Data to another third country or to another entity within the same country it has been exported to.
3. In the event that the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021, Module 2: Transfer Controller to Processor ("C2P Transfer Clauses") or the International Data Transfer Agreement to the EU Commission Standard Contractual Clauses, VERSION B1.0, in force 21 March 2022 ("UK Agreement") are amended, replaced or repealed, the Parties shall work together in good faith to enter into any updated version of the Agreement(s) or negotiate in good faith a solution to enable transfers of Personal Data to be conducted in compliance with Data Protection Laws.
4. The C2P Transfer Clauses and/or UK Agreement shall prevail in the event of any direct or indirect contradiction with any provision of this Data Processing Agreement.
5. In relation to Personal Data that originates in the EEA and is exported to a third country, the C2P Transfer Clauses will apply and shall be incorporated by reference into this Data Processing Agreement, completed as follows:
    a. Clause 7: The optional docking is omitted;
    b. Clause 9: Option 2 applies, and the notification time shall be thirty (30) days.
    c. Clause 11: The optional language is omitted;
    d. Clause 13: The Supervisory Authority indicated in Annex 1.C shall act as the competent Supervisory Authority;
    e. Clause 17: Option 2 applies, and the law of the United Kingdom shall apply;
    f. Clause 18(b): disputes shall be resolved before the courts of the United Kingdom;
    g. Annex I A (List of Parties) shall be deemed completed with the information set out in Annex 1 to this DPA;
    h. Annex I B (Description of Transfer) shall be deemed completed with the information set out in Annex 1 to this Data Processing Agreement;
    i. Annex I C: For transfers subject to the UK Agreement, the competent Supervisory Authority shall be the Information Commissioner's Office (ICO), Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF, United Kingdom. For transfers subject to the C2P Transfer Clauses in respect of Personal Data originating in the EEA, the competent Supervisory Authority shall be the supervisory authority of the Member State in which the Company, as data exporter, is established, or, where the Company is not established in the EEA, the supervisory authority of the Member State in which the data subjects whose Personal Data is transferred are located;
    j. Annex II shall be deemed completed with the information set out in Annex 4 to this Data Processing Agreement, and
    k. Annex III shall be deemed completed with the information set out in Annex 2 to this Data Processing Agreement.

## Annex 4: Technical and organizational measures including technical and organizational measures to ensure the security of data

The technical and organizational measures, including technical and organizational measures to ensure the security of data, we have in place can be found in our **Security Policy.**