

Sellar Lists Data Processing Agreement

Last updated: [01 March 2025]

PARTIES AND EXECUTION	
<p>Entity details:</p> <p>Waffle Tech Limited Company number: 10813202 Registered office address: Preston Park House, South Road, Brighton, East Sussex, United Kingdom, BN1 6SB</p> <p>(referred to as “Sellar” in the Main Agreement and “Sellar” or “Processor” in this DPA).</p>	<p>Entity details:</p> <p>The “Supplier” as set out in the Main Agreement.</p> <p>(referred to as “Supplier” in the Main Agreement and “Customer” or “Controller” in this DPA).</p>
<p>Signature:</p> <p>Signed in accordance with the Main Agreement.</p>	<p>Signature:</p> <p>Signed in accordance with the Main Agreement.</p>
Name:	Name:
Title:	Title:
Date:	Date:

VARIABLES		
Parties’ relationship	Controller to Processor	
Parties’ roles	<p>Supplier will act as the Controller (as defined in Section 1 of the Terms)</p> <p>Sellar will act as the Processor (as defined in Section 1 of the Terms)</p>	
Contacts	Controller	Processor
	<p>Name:</p> <p>Email:</p> <p>As set out in the Notices clause (Clause 24) of the Main Agreement.</p>	<p>Name:</p> <p>Email:</p> <p>As set out in the Notices clause (Clause 24) of the Main Agreement.</p>
Main Agreement	The Agreement entered into between Sellar and the Supplier in relation to the provision of the Services under and in accordance with the Sellar Lists Terms and Conditions .	
Term	This DPA will commence on the Subscription Commencement Date as set out in the Main Agreement and will continue for the Subscription Term as set out in the Main Agreement.	
Breach Notification Period	Without undue delay after becoming aware of a personal data breach	
Sub-processor Notification Period	A reasonable timeframe before the new sub-processor is granted access to Personal Data	

Liability Cap	Each party's aggregate liability under this DPA will not exceed the liability caps as per the Main Agreement
Governing Law and Jurisdiction	As per the Main Agreement
Data Protection Laws	<p>All laws, regulations and court orders which apply to the processing of Personal Data in the United Kingdom (UK).</p> <p>This includes UK GDPR and the Data Protection Act 2018 each as amended from time to time.</p>
Services related to processing	As described in the Main Agreement
Duration of processing	For the Term of this DPA
Nature and purpose of processing	Collection, storage and deletion for the purposes of providing the Services under the Main Agreement.
Personal Data	<p>The types of personal data processed are:</p> <p>"Buyer" here and below refers to customers of Supplier.</p> <p><u>Supplier (if a sole trader)</u></p> <ul style="list-style-type: none"> • Identity Data: first name, last name, profile picture, job title • Contact Data: business address (which may be a home address), email address (which may be a work or personal address) and telephone number, website URL, social media 'handle' or username • Financial Data: bank account and payment card details (which may be business or personal) • Transaction Data: details about payments to and from Supplier, VAT registration number, AWRS registration number • Content Data: communications (specifically via Sellar Platform messaging function) between Supplier/Supplier's Personnel and Buyer/Buyer's Personnel <p><u>Buyer (if a sole trader)</u></p> <ul style="list-style-type: none"> • Identity Data: first name, last name, profile picture, job title • Contact Data: business, delivery and invoice address (which may be a home address), email address (which may be a work or personal address) and telephone number (which may be business or personal), website URL, social media 'handle' or username. • Financial Data: bank account and payment card details (which may be business or personal) • Transaction Data: details about payments to and from Buyer and other details of products and services Buyer has purchased from Supplier, VAT registration number, AWRS registration number • Content Data: communications (specifically via Sellar Platform messaging function) between Buyer/Buyer's Personnel and Supplier/Supplier's Personnel <p><u>Supplier's Personnel</u></p> <ul style="list-style-type: none"> • Identity Data: first name, last name, profile picture, job title

	<ul style="list-style-type: none"> Contact Data: email address and telephone number (both work) <p><u>Buyer's Personnel</u></p> <ul style="list-style-type: none"> Identity Data: first name, last name, profile picture, job title Contact Data: email address and telephone number (both work)
Data subjects	<p>The individuals whose Personal Data will be processed are:</p> <ul style="list-style-type: none"> Supplier (if a sole trader) Buyer (if a sole trader) Supplier's Personnel Buyer's Personnel
Special provisions	None.
Transfer Mechanism	N/A

ANNEX 1	
Security measures. Technical and organisational measures to ensure the security of Personal Data	<ul style="list-style-type: none"> System access controls. Data access controls.

ANNEX 2	
Sub-processors. Current sub-processors	<ul style="list-style-type: none"> Google Cloud (infrastructure hosting). Stripe (payment processor). Ryft (payment processor). Sendgrid (email delivery).

TERMS

1. What is this agreement about?

- 1.1 **Purpose.** The parties are entering into this Data Processing Agreement (**DPA**) for the purpose of processing Personal Data (as defined above).
- 1.2 **Definitions.** Under this DPA:
- (a) **adequate country** means a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing Personal Data, and
 - (b) **Controller, data subject, personal data breach, process/processing, Processor** and **supervisory authority** have the same meanings as in the Data Protection Laws.

2. What are each party's obligations?

- 2.1 **Controller obligations.** Controller instructs Processor to process Personal Data in accordance with this DPA, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow Processor to process Personal Data.
- 2.2 **Processor obligations.** Processor will:
- (a) only process Personal Data in accordance with this DPA and Controller's instructions (unless legally required to do otherwise),
 - (b) not sell, retain or use any Personal Data for any purpose other than as permitted by this DPA and the Main Agreement,
 - (c) inform Controller immediately if (in its opinion) any instructions infringe Data Protection Laws,
 - (d) use the technical and organisational measures described in Annex 1 when processing Personal Data to ensure a level of security appropriate to the risk involved,
 - (e) notify Controller of a personal data breach within the Breach Notification Period and provide assistance to Controller as required under Data Protection Laws in responding to it,
 - (f) ensure that anyone authorised to process Personal Data is committed to confidentiality obligations,
 - (g) without undue delay, provide Controller with reasonable assistance with:
 - (i) data protection impact assessments,
 - (ii) responses to data subjects' requests to exercise their rights under Data Protection Laws, and
 - (iii) engagement with supervisory authorities,
 - (h) if requested, provide Controller with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this DPA,
 - (i) allow for audits at Controller's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a personal data breach, and
 - (j) return Personal Data upon Controller's written request or delete Personal Data by the end of the Term, unless retention is legally required.
- 2.3 **Warranties.** The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the Term.

3. Sub-processing

- 3.1 **Use of sub-processors.** Controller authorises Processor engage other processors (referred to in this section as **sub-processors**) when processing Personal Data. Processor's existing sub-processors are listed in Annex 2.
- 3.2 **Sub-processor requirements.** Processor will:
- (a) require its sub-processors to comply with equivalent terms as Processor's obligations in this DPA,
 - (b) ensure appropriate safeguards are in place before internationally transferring Personal Data to its sub-processor, and
 - (c) be liable for any acts, errors or omissions of its sub-processors as if they were a party to this DPA.
- 3.3 **Approvals.** Processor may appoint new sub-processors provided that they notify Controller in writing in accordance with the Sub-processor Notification Period.
- 3.4 **Objections.** Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, either party may terminate this DPA.

4. International personal data transfers

- 4.1 **Instructions.** Processor will transfer Personal Data outside the UK, the EEA or an adequate country only on documented instructions from Controller, unless otherwise required by law.
- 4.2 **Transfer mechanism.** Where a party is located outside the UK, the EEA or an adequate country and receives Personal Data:
- (a) that party will act as the **data importer**,
 - (b) the other party is the **data exporter**, and

- (c) the relevant Transfer Mechanism will apply.
 - 4.3 **Additional measures.** If the Transfer Mechanism is insufficient to safeguard the transferred Personal Data, the data importer will promptly implement supplementary measures to ensure Personal Data is protected to the same standard as required under Data Protection Laws.
 - 4.4 **Disclosures.** Subject to terms of the relevant Transfer Mechanism, if the data importer receives a request from a public authority to access Personal Data, it will (if legally allowed):
 - (a) challenge the request and promptly notify the data exporter about it, and
 - (b) only disclose to the public authority the minimum amount of Personal Data required and keep a record of the disclosure.
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5. Other important information

- 5.1 **Survival.** Any provision of this DPA which is intended to survive the Term will remain in full force.
- 5.2 **Order of precedence.** In case of a conflict between this DPA and other relevant agreements, they will take priority in this order:
 - (a) Transfer Mechanism,
 - (b) DPA,
 - (c) Main Agreement.
- 5.3 **Notices.** Formal notices under this DPA must be in writing and sent to the Contact on the DPA's front page as may be updated by a party to the other in writing.
- 5.4 **Third parties.** Except for affiliates, no one other than a party to this DPA has the right to enforce any of its terms.
- 5.5 **Entire agreement.** This DPA supersedes all prior discussions and agreements and constitutes the entire agreement between the parties with respect to its subject matter and neither party has relied on any statement or representation of any person in entering into this DPA.
- 5.6 **Amendments.** Any amendments to this DPA must be agreed in writing.
- 5.7 **Assignment.** Neither party can assign this DPA to anyone else without the other party's consent.
- 5.8 **Waiver.** If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.
- 5.9 **Governing law and jurisdiction.** The Governing Law applies to this DPA and all disputes will only be litigated in the courts of the Jurisdiction.