DATA PROCESSING AGREEMENT (DPA)

DEFINITIONS

WACG	means the WACG Inc., a company behind the Project Data Suite (PDS or projectdata.io)
Data Protection Laws	Refers to the GDPR, CCPA, or any applicable data privacy laws.
Personal Data	Any information relating to an identified or identifiable individual.
Processing	Any operation performed on Personal Data, such as collection, storage, or transfer.
Subprocessor	Any third party appointed by the Processor to assist with the Processing of Personal Data.

OVERVIEW

This Data Processing Agreement ("DPA") forms part of the agreement ("Principal Agreement") between:

- _____ ("Controller"), and
- WACG ("Processor").

Collectively referred to as the "Parties."

SUBJECT MATTER AND DURATION

The Processor provides SaaS services under the Master Subscription Agreement. The data processed by the solution may include personal data of the Customer's staff, contractors, or other natural persons linked to the Customer's business.

This DPA remains valid for as long as the Processor processes Personal Data on behalf of the Controller.

ROLES AND RESPONSIBILITIES

The Controller determines the purposes and means of Processing Personal Data. The Processor processes Personal Data only on instructions from the Controller unless required by law.

PROCESSOR OBLIGATIONS

- Comply with the applicable Data Protection Laws when processing Personal Data.
- Process Personal Data solely in accordance with Customer's instructions.
- Implement appropriate technical and organizational measures to protect Personal Data.
- Ensure that employees authorized to process Personal Data are bound by confidentiality agreements.
- Notify the Controller of any Data Breach without undue delay.
- Assist the Controller in fulfilling data subject rights requests and compliance obligations.

SUBPROCESSING

The Processor:

- may engage Subprocessors listed in the Subprocessors document published on the Processor's website (https://projectdata.io)

- ensures that Subprocessors are contractually bound to the same data protection obligations as outlined in this DPA.
- shall notify the Controller of any changes to Subprocessors, providing the Controller with the opportunity to object.
- shall ensure compliance with Data Protection Laws by appropriate measures if the subcontractor provides the agreed service outside the area selected by the customer.

AUDIT AND COMPLIANCE

The Processor agrees to provide the Controller with all necessary information to demonstrate compliance with this DPA.

The Controller may request an audit of the Processor's data protection measures once annually, with prior written notice.

RETURN OR DELETION OF DATA

Upon termination of the Principal Agreement, the Processor will, at the Controller's choice, delete or return (when it is applicable) all Personal Data, unless retention is required by law. In case the Controller doesn't specify their preference, the data is deleted within a reasonable timeframe (up to 30 days).

GOVERNING LAW

This DPA shall be governed by the laws applicable under the Master Service Agreement.

WACG, Inc. (Processor)	_____ (Controller)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: