



Data Processing Agreement - DPA

This Data Processing Agreement (“Agreement”) forms part of the Contract for Services (“Principal Agreement”) between:

AGILEBIO LLC

(the “Data Processor”)

5060 Shoreham Pl, Ste 320

San Diego, CA 92122, USA

contact@agilebio.com - +1 347 368-1315

and

[Client Name]

(the “Data Controller”)

[Client’s Address and Contact Information]

(together, the “**Parties**”).

WHEREAS

(A) The Client acts as a Data Controller.

(B) The Data Controller wishes to subcontract certain Services, which involve the processing of personal data, to the Data Processor.

(C) The Parties seek to implement this Data Processing Agreement in compliance with the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (“CCPA”), and any other applicable data protection legislation.

(D) The Parties wish to lay down their respective rights and obligations.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions

- “Agreement” means this Data Processing Agreement and all annexes.
- “Company Personal Data” means any Personal Data processed by the Data Processor on behalf of the Data Controller in relation to the Principal Agreement.
- “Contracted Processor” means any Subprocessor.
- “Data Protection Laws” refers to applicable data protection laws, including the CCPA.
- “CCPA” refers to the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020.
- “Services” refers to the services provided by the Data Processor under the Principal Agreement.

1.2 Data Controller and Data Processor

The Parties acknowledge that **AGILEBIO** (the Data Processor) will process data on behalf of the Data Controller under the terms of this Agreement.

2. Processing of Company Personal Data

2.1. The Data Processor shall

2.1.1. Comply with all applicable Data Protection Laws in the processing of Company Personal Data.

2.1.2. Only process Company Personal Data in accordance with the documented instructions of the Data Controller.

2.2 The Data Controller shall instructs the Data Processor to process Company Personal Data solely for the purpose of providing services related to client and prospect tracking, client records, and related services.

3. Security of Data

3.1. The Data Processor shall implement appropriate technical and organizational measures to ensure the security of Company Personal Data, taking into account the risks and nature of processing, as required under the CCPA.

3.2. The Data Processor's security practices are described in the company's security documentation, available at: [Security Page](#) and at [Trust Center](#).

4. Subprocessing

4.1. The Data Processor may engage Subprocessors in the provision of Services. The Data Controller shall be informed of any changes concerning the addition or replacement of Subprocessors through updates to the publicly available Subprocessor list, ensuring the Data Controller has an opportunity to review such changes and raise objections where reasonable.

4.2. A list of Subprocessors used by **AGILEBIO** can be found here: [Subprocessors List](#)

5. Data Subject Rights

5.1. The Data Processor shall assist the Data Controller by implementing appropriate measures to respond to requests to exercise data subject rights, including access, correction, and deletion of personal data, as required by Data Protection Laws.

6. Personal Data Breach

- 6.1. In the event of a Personal Data Breach, the Data Processor shall notify the Data Controller without undue delay, providing sufficient information to meet the Data Controller's obligations to report or inform data subjects as required under the Data Protection Laws.
- 6.2. The Data Processor will cooperate with the Data Controller to investigate and remediate the breach.

7. Data Protection Impact Assessment

- 7.1. The Data Processor shall provide reasonable assistance to the Data Controller with any Data Protection Impact Assessments (DPIAs) or consultations with supervisory authorities required under the CCPA, related to the processing of Company Personal Data.

8. Deletion or Return of Company Personal Data

- 8.1. Upon termination of the services, the Data Processor shall delete or return all Company Personal Data to the Data Controller within 10 business days of the cessation of the services, unless otherwise requested by the client to delete or required by law to retain.

9. Audit Rights

- 9.1. The Data Processor shall make available to the Data Controller all necessary information to demonstrate compliance with this Agreement and shall allow for audits, inspections, and assessments by the Data Controller or an authorized auditor.

10. Data Transfer

- 10.1. The Data Controller acknowledges that the Data Processor's primary operations take place in the United States, and that the transfer of Customer's Personal Data to the United States is necessary for the provision of the Services to Customer.

11. Confidentiality

- 11.1. Each Party agrees to maintain the confidentiality of all Confidential Information received under this Agreement and to use such information only as necessary to fulfill its obligations under this Agreement.

12. Governing Law and Jurisdiction

- 12.1. This Agreement is governed by the laws of the State of California.
- 12.2. Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the courts of California.

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

AGILEBIO	[Client Name]
<i>Signature</i>	<i>Signature</i>
PIERRE RODRIGUES <i>Name</i>	[Client Name] <i>Name</i>
CEO <i>Title</i>	[Client Title] <i>Title</i>
<i>Date Signed</i>	<i>Date Signed</i>