DATA PROCESSING AGREEMENT (DPA)

This Data Processing Agreement ("Agreement") is effective as of [Insert Date],

Between:

[Your Company Name], a company registered in [Your Company Registration Location], with its registered office at [Your Company Address] ("Processor"),

And

"The Dental Practice", a practice that will enter into this Agreement by signing it and providing its specific details as required ("Controller"),

(collectively referred to as the "Parties").

WHEREAS

The Controller has engaged the Processor to provide services that involve the processing of personal data under the scope of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

1. DEFINITIONS AND INTERPRETATION

- The terms "personal data", "data subject", "processing", "controller", "processor", and "data breach" shall have the meanings ascribed to them in the UK GDPR and the Data Protection Act 2018.

2. PROCESSING OF PERSONAL DATA

- 2.1 The Processor agrees to process personal data solely on the documented instructions from the Controller, including with respect to transfers of personal data outside the UK, unless required to do

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so by UK law; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless prohibited by law.

- 2.2 The Processor shall ensure that all individuals authorized to process the personal data have committed themselves to confidentiality.

3. SECURITY OF PROCESSING

- The Processor agrees to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in compliance with Article 32 of the UK GDPR.

4. SUBPROCESSING

- 4.1 The Processor shall not engage another processor without prior specific or general written authorization of the Controller.

- 4.2 With general written authorization, the Processor must inform the Controller of any intended changes concerning the addition or replacement of subprocessors, giving the Controller the opportunity to object.

5. DATA SUBJECT RIGHTS

- The Processor shall assist the Controller by appropriate technical and organizational measures, insofar as possible, in fulfilling the Controller's obligation to respond to requests for exercising the data subject's rights under the UK GDPR.

6. DATA BREACH NOTIFICATION

- The Processor shall notify the Controller without undue delay upon becoming aware of a personal data breach affecting data processed on behalf of the Controller.

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7. DATA RETURN AND DELETION

- Upon the termination of the data processing services, the Processor shall, at the choice of the Controller, delete or return all personal data to the Controller and delete existing copies unless UK law requires storage of the personal data.

8. AUDIT RIGHTS

- The Processor shall make available to the Controller all necessary information to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

9. GOVERNING LAW AND JURISDICTION

- This Agreement shall be governed by the laws of the United Kingdom. Any disputes or claims arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the UK courts.

AGREEMENT EXECUTION

The Parties to this Agreement affirm their commitment to comply with the provisions herein, effective from the date of the last signature below.