



HRLOCKER DATA PROCESSING AGREEMENT (DPA)

 **Date of Agreement:** (Insert Date)

1. PARTIES TO AGREEMENT

This **Data Processing Agreement** (“**Agreement**”) is made in accordance with:

- The **General Data Protection Regulation (EU) 2016/679 (GDPR)**
- The **UK General Data Protection Regulation (UK GDPR)**
- The **Irish Data Protection Act 2018**
- **Any applicable data protection laws that provide an equivalent or higher standard of protection to the GDPR in any jurisdiction where the parties operate.**

This Agreement is entered into between:

- **HR Interventions Ltd** (trading as **HRLocker**), registered at **5th Floor, Connaught House One, Burlington Road, Dough, Dublin 4, D04 C5Y6** (“**HRLocker**”, acting as a **Data Processor**), and
 - **[Customer]**, acting as the **Data Controller** (“**Controller**”).
-



2. DEFINITIONS

The following definitions apply in this Agreement, as set out in **Article 4 GDPR**:

- **"Personal Data"** – Any information relating to an identified or identifiable natural person (Data Subject).
 - **"Processing"** – Any operation performed on Personal Data, including collection, storage, retrieval, transmission, or deletion.
 - **"Data Controller"** – The entity that determines the purposes and means of Processing.
 - **"Data Processor"** – The entity that processes data on behalf of the Controller.
 - **"Sub-Processor"** – A third party engaged by HRLocker to process Personal Data.
 - **"Special Category Data"** – Data requiring enhanced protections under Article 9 GDPR, including data related to race, health, biometrics, religious beliefs, and sexual orientation.
 - **"Criminal Conviction Data"** – Data subject to Article 10 GDPR, requiring specific legal bases for processing.
 - **"Data Breach"** – A security incident leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access to Personal Data.
-

3. SCOPE & PURPOSE

3.1 Processing Activities

HRLocker processes Personal Data only as input, managed, or configured by the Controller within the HRLocker platform. HRLocker does not determine, modify, or use Personal Data for its own purposes.

3.2 Purpose of Processing

HRLocker processes Personal Data exclusively for the purposes defined by the Controller, including:

- **Employee data management**
- **Candidate recruitment tracking**
- **Compliance with employment laws**

HRLocker will not process data for any other purpose without written authorisation from the Controller.

4. CONTROLLER RESPONSIBILITIES

The Controller remains solely responsible for:

- **Ensuring all Personal Data entered into HRLocker is collected lawfully** under **Article 6 GDPR** (Lawfulness of Processing).
- **Determining data retention policies** (Article 5(1)(e) GDPR – Storage Limitation).
- **Setting and managing user roles** (admin, manager, employee access levels) within HRLocker.
- **Handling Data Subject Access Requests (DSARs) under Articles 12-22 GDPR.**

 **HRLocker will assist with DSARs but will not respond directly to Data Subjects. All DSARs will be referred to the Controller's designated administrator.**



5. HRLOCKER'S OBLIGATIONS

5.1 Compliance with Data Protection Laws

HRLocker shall:

- Process Personal Data only on documented instructions from the Controller (Article 29 GDPR).
- Implement appropriate technical and organisational measures to ensure data security (Article 32 GDPR).
- Ensure that only authorised personnel process Personal Data, subject to confidentiality obligations.

5.2 Sub-Processors

- HRLocker may engage Sub-Processors, listed in the HRLocker Security Centre.
- Updates to Sub-Processors will be published, and continued use of HRLocker services constitutes Controller's acceptance of any changes.
- HRLocker ensures all Sub-Processors adhere to GDPR-equivalent security and privacy standards (Article 28(2) GDPR).

5.3 Data Transfers

HRLocker shall not transfer Personal Data outside the EEA/UK unless:

- A lawful mechanism is in place, such as Standard Contractual Clauses (SCCs) or Binding Corporate Rules (BCRs) (Articles 44-49 GDPR).
- Data subjects have enforceable rights and effective legal remedies.

5.4 Security & Data Breach Notification

- HRLocker shall implement security measures appropriate to the risk (Article 32 GDPR).
- If HRLocker becomes aware of a Personal Data Breach, it shall:
 - Notify the Controller within 72 hours (Article 33 GDPR).
 - Provide details of the breach, mitigation steps, and any affected data.



6. SPECIAL CATEGORY & CRIMINAL CONVICTION DATA

6.1 Processing of Sensitive Data

The Controller may store or process Special Category Data (Article 9 GDPR) and Criminal Conviction Data (Article 10 GDPR) within HRLocker. However:

- **The Controller remains fully responsible for ensuring legal grounds exist for processing this data** (Article 9(2) and Article 10 GDPR).
- **HRLocker provides a dedicated module for processing this data. The Controller must use this module to ensure compliance.**
- **HRLocker shall not be liable** for any **unauthorised, unlawful, or non-compliant processing** of such data by the Controller.

7. PROHIBITED USES

The Controller must **not**:

- Attempt to hack, reverse engineer, or interfere with HRLocker's platform.
- Use HRLocker for malicious, fraudulent, or misleading purposes.
- Share login credentials or allow unauthorised third-party access.
- Process Special Category Data or Criminal Conviction Data without using HRLocker's designated module.

8. DATA RETENTION & TERMINATION

✦ HRLocker does not determine retention policies—this is the sole responsibility of the Controller.

Upon termination of services:

- HRLocker shall permanently delete all Personal Data, including backups, unless required by law.
- Written confirmation of deletion will be provided upon request.

9. LIABILITY & INDEMNITY

9.1 HRLocker's Indemnity

HRLocker shall indemnify [Customer] only for direct claims, fines, or costs arising from HRLocker's proven GDPR non-compliance.

9.2 Limitation of Liability

HRLocker **shall not be liable** for:


- Indirect, incidental, punitive, or consequential damages (e.g., lost profits).
- Controller misuse, negligence, or failure to comply with GDPR.
- Sub-Processor failures, provided HRLocker has applied due diligence.

HRLocker's total liability under this Agreement is capped at the total contract value.

10. DISPUTE RESOLUTION & GOVERNING LAW

- This Agreement is governed by Irish law.
- Disputes shall be resolved first through mediation within 30 days.
- If mediation fails, disputes shall be referred to the Irish courts.

SIGNED FOR AND ON BEHALF OF [CUSTOMER]

 **By:** _____

 **Name:** _____

 **Date:** _____

SIGNED FOR AND ON BEHALF OF HR INTERVENTIONS LTD ("HRLocker")

 **By:** 

 **Name: Crystel Rynne**

 **Date: 01/12/2024**