Stannp Data Processing Agreement

This Data Processing Agreement ("**Agreement**") dated   , by and between:

of

(the "**Controller**"), and

Stannp Limited, operating as Stannp.com, of Unit 12, Taw Trade Park, Braunton Road, Barnstaple, Devon, EX31 1JZ (the "**Processor**").

1. Purpose and Scope

This Agreement sets out the terms for Processing of Personal Data by the Processor on behalf of the Controller as required under Article 28 of the UK General Data Protection Regulation (UK GDPR) in connection with the direct mail campaign automation and fulfilment services provided under the Principal Agreement.

2. Definitions

2.1 UK GDPR Definitions

The following terms shall have the meanings given to them in the UK GDPR and the Data Protection Act 2018:

2.1.1   **Personal Data** means any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.1.2   **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and "Process" shall be construed accordingly).

2.1.3   **Controller** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

2.1.4   **Processor** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

2.1.5   **Sub-processor** means any Processor engaged by the Processor or by any other Sub-processor of the Processor who agrees to receive from the Processor Personal Data exclusively intended for Processing activities to be carried out on behalf of the Controller.

2.1.6   **Data Subject** means an identified or identifiable natural person to whom Personal Data relates.

2.1.7   **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

2.1.8   **Supervisory Authority** means an independent public authority which is established by a Member State pursuant to Article 51 UK GDPR, which in the UK is the Information Commissioner's Office (ICO).

2.1.9   **Special Categories of Personal Data** means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

2.2 Agreement-Specific Definitions

2.2.1   **Principal Agreement** means the Master Service Agreement (where applicable), Terms of Service, or other agreement governing the provision of services between the parties, under which Personal Data is Processed.

2.2.2   **Platform** means the Stannp.com online direct mail automation platform and associated APIs through which the services are provided.

2.2.3   **Services** means the direct mail campaign automation and fulfilment services provided by the Processor under the Principal Agreement.

2.2.4   **Data Protection Laws** means the UK GDPR, the Data Protection Act 2018, and any other applicable data protection and privacy laws and regulations in force from time to time.

2.2.5   **Security Incident** means any confirmed or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

2.2.6   **Controller Data** means all Personal Data provided by or on behalf of the Controller to the Processor for Processing under this Agreement.

2.3 Interpretation

2.3.1   References to "in writing" or "written" include email and electronic communications through the Platform.

2.3.2   References to clauses, sections, or annexes are to those in this Agreement unless stated otherwise.

2.3.3   Any reference to a statute or statutory provision includes any subordinate legislation and shall be construed as references to such statute, provision, or legislation as amended, modified, or re-enacted from time to time.

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www.stannp.com

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01271 320 863
www.stannp.com

Stannp Ltd
Company Reg: 09086822
ICO Data Protection Reference: ZA134992

3. Processing Instructions and Details

3.1 Instructions

The Processor shall Process Personal Data only on the documented instructions of the Controller, as set out in this Agreement, the Terms of Service, the Controller's configuration settings within the Platform, and any subsequent written instructions agreed between the parties.

3.2 Processing Details

The details of Processing including categories of data, data subjects, nature, purpose, and duration are set out in **Annex A** (Description of Processing), **Privacy Policy** Section 3 (for operational details), and **Terms of Service** Clause 11 (for service-specific processing).

3.3 Invalid Instructions

The Processor shall not be obligated to follow instructions that violate applicable law or UK GDPR, exceed the scope of services in the Terms of Service, require processing for purposes other than direct mail services, or are unclear or contradictory without clarification.

4. Processor Obligations

The Processor shall:

4.1 process Personal Data only on documented instructions from the Controller, unless required by UK law. If such obligations exist for the Processor, it shall notify the Company thereof prior to processing, unless such notification is prohibited by law;

4.2 the Processor shall not use the data provided for processing for any other purpose, in particular not for its own purposes

4.3 ensure persons authorised to Process Personal Data have committed to confidentiality;

4.4 implement appropriate technical and organisational measures as per Article 32 UK GDPR, as detailed in Annex B;

4.5 respect the conditions for engaging Sub-processors as set out in Section 5;

4.6 assist the Controller in responding to data subject requests under Chapter III UK GDPR;

4.7 assist the Controller with compliance obligations under Articles 32-36 UK GDPR;

4.8 delete or return Personal Data upon termination as instructed by the Controller;

4.9 make available information necessary to demonstrate compliance and contribute to audits;

4.10 immediately inform the Controller if an instruction infringes UK GDPR.

5. Sub-processors

5.1 General Authorisation

The Controller provides general authorisation for the Processor to engage sub-processors listed in MAN053 Sub-processors List

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5.2 Adding or Changing Sub-processors

The Processor shall notify the Controller of intended changes at least 14 days in advance. The Controller may object within 14 days on reasonable data protection grounds. If an objection cannot be resolved, the Controller may terminate affected services.

5.3 Sub-processor Agreements

The Processor shall ensure Sub-processors are bound by data protection obligations no less protective than this Agreement and remains fully liable for Sub-processor performance.

6. Security Incident Response

6.1 Breach Notification

The Processor shall notify the Controller without undue delay and within 72 hours of becoming aware of a Personal Data Breach.

6.2 Breach Information

Notification shall include available information about the nature, categories of data affected, likely consequences, and measures taken or proposed.

6.3 Cooperation

The Processor shall cooperate with the Controller's incident response and regulatory notification requirements.

7. International Transfers

Personal Data is stored in the EEA/EU and processed in the UK. Data will not be transferred outside the EU without prior written Controller consent, appropriate safeguards under Chapter V UK GDPR, and compliance with Controller's transfer instructions. Where transfers are authorised, they shall be subject to ICO-approved transfer mechanisms or adequacy decisions.

8. Audit Rights

The Controller may audit the Processor's compliance with this Agreement upon 30 days' written notice, no more than annually (unless required by law or following a breach), and at Controller's expense (unless material non-compliance is found). The Processor shall provide information and assistance reasonably required for audits.

9. Liability and Indemnities

As set out in the Terms of Service, save that nothing limits liability for breaches of Data Protection Laws.
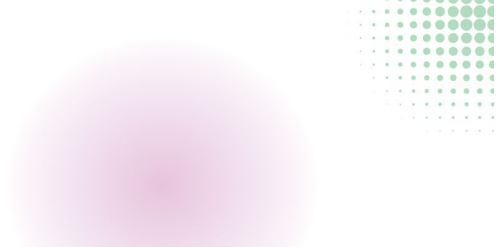
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10. Term and Termination

This Agreement remains in effect for the duration of the services provided under the Terms of Service. Upon termination, the Processor shall, at Controller's choice, delete or return all Personal Data unless retention is required by law.

11. Governing Law

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

12. Controller Obligations

The Controller shall:

- Ensure lawful basis exists for all processing instructions
- Provide clear, lawful, and documented instructions
- Respond promptly to requests for clarification
- Ensure accuracy of data provided to Processor
- Handle data subject requests directed to them
- Maintain appropriate privacy notices for data subjects

SIGNATURES

Customer Signatory

Name:

Job Title:

Signature:

Date:

Stannp Signatory

Name:

Job Title:

Signature:

Date:

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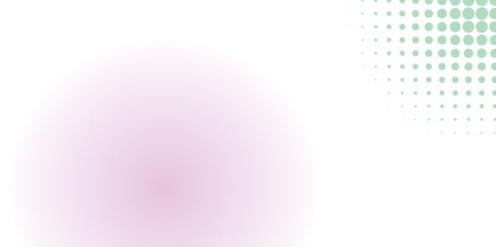Braunton Road, Barnstaple, EX31 1JZ

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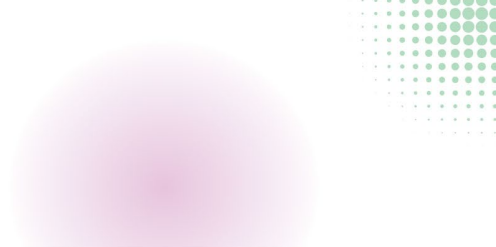ICO Data Protection Reference: ZA134992

ANNEX A- Description of Processing

Aspect	Details
Subject matter	
Nature of processing	
Purpose of processing	
Start Date and Duration	The processing shall begin on and continues for an indefinite period until termination of this Agreement by either party.
Type of Personal Data	
Categories of Data Subjects	
Location of processing	
Controller obligations	Ensure lawful basis, accuracy, and compliance with UK GDPR

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ANNEX B - Technical and Organisational Measures

Security Standards

Stannp maintains technical and organisational measures in accordance with:

- ISO 27001:2022 certification
- ISO 9001:2015 certification
- Industry best practices for SaaS platforms

Key Security Measures

Security measures include but are not limited to:

Technical Controls

- Encryption: 256-bit AES at rest, TLS 1.2/1.3 in transit
- Access controls with multi-factor authentication
- Network segmentation and firewall protection
- Regular vulnerability scanning and penetration testing
- Audit logging and monitoring

Organisational Controls

- Information Security Management System (ISMS)
- Staff training and confidentiality agreements
- Incident response procedures
- Business continuity and disaster recovery planning
- Regular security reviews and updates

Further Information

Security documentation is available upon request and subject to appropriate confidentiality agreements.

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