

MCSA GROUP CLIENT DECLARATION ON GDPR COMPLIANCE

Version 2.0 Date: 9th May 2018

MCSA Group Ltd (referred to as “MCSA”) is bound by the General Data Protection Regulation (“GDPR”) privacy regulations with regard to personal data of MCSA’s Clients. Personal data means any information concerning the personal or material circumstances of an identified or identifiable individual. Examples of personal data includes without limitation e-mail addresses, phone numbers, names, postal addresses.

As part of our obligations under the relevant data protection laws (“Laws”), MCSA declares that we will at all times be compliant with applicable requirements under these Laws when providing goods and services to our Client as detailed below..

A. Declaration as a Processor:

In the event that MCSA is acting as a data processor in the course of our engagement with our Client, MCSA will comply with relevant obligations under applicable Laws including the following:

1. We shall process the personal data shared by our Client only on behalf of and in accordance with our Clients’s documented instructions.
2. We will only transfer this personal data across borders outside the EEA in accordance with our standard terms and conditions and our data privacy notice.
3. We will restrict access to this personal data to such of our employees or personnel who have a specific need to access such personal data, and impose a duty of confidentiality on them.
4. We will subcontract under this engagement only with our Client’s prior permission and ensure that the subcontractor signs a contract containing equivalent provisions to meet GDPR requirements.
5. We will implement technical and organizational security measures to safeguard the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized access, disclosure and all other unlawful forms of processing.
6. We will promptly notify our Client of:
 - a. Any security breach (actual or threatened) that affects this personal data and assist with subsequent investigation, mitigation and remediation.
 - b. Any data subject access request received from an individual regarding this personal data prior to responding to that request.
 - c. Any legally binding request for disclosure of this personal data by a regulatory or enforcement authority unless such notification our Client is expressly prohibited under the relevant regulations.
7. We will make available all relevant information regarding our data processing activities to our Client and regulatory authorities where required to show compliance.
8. We will allow our Client or its third-party auditors to access our data processing facilities to carry out an audit at our Client’s request.
9. We will under written instruction from our Client destroy and/or return this personal data immediately upon expiry or termination of the agreement or earlier if the purpose for which such personal data was provided to us has been fulfilled, subject to the statue of limitations. We will be liable for any claims that arises due to breach of our obligations as mentioned hereof and shall keep our Client harmless against all such claims.
10. We will at our Client’s cost provide full assistance to our Client in conducting privacy and data protection impact assessments and related consultations with the relevant data protection authorities.

MCSA confirm that this declaration will form an integral part of our contractual obligations towards our Client.

Client Name _____ Registered address _____ Date _____

I hereby confirm that I am a duly authorized to provide this declaration as a processor on behalf of MCSA:

MCSA Printed Name _____ MCSA Job Title _____

MCSA Signature _____