# Data processing agreement (Art. 28 GDPR)

**DRAFT – needs lawyer review**

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**In short. When a company buys licences and lets its employees use get2lead, the company decides why and how employee data is processed. The company is the controller, we are the processor. This agreement sets out how we handle that data.**

**Full text (downloadable)**

**1. Parties. Controller: the company customer named in the order ("Customer"). Processor: Manole 13 Labs SRL limited liability company, str. Meșterul Manole nr. 13, corp C2, 115300 Curtea de Argeș, Romania ("get2lead").**

**2. Subject and duration. Providing the get2lead leadership assessment and 360° feedback to the Customer's employees, for as long as the Customer's licences are active, plus the deletion period in clause 10.**

**3. Nature and purpose. Hosting, storing, scoring and showing assessment results; sending invitations and reminders; producing reports, certificates and team overviews.**

**4. Data. Name, email, role/position, language, answers to the assessment, scores and report texts, 360° feedback answers (shown only in aggregated form above the anonymity threshold), technical log data.**

**5. Data subjects. The Customer's employees and the people they invite to give 360° feedback.**

**6. Instructions. get2lead processes the data only on documented instructions from the Customer, including this agreement and the settings in the company area. If an instruction seems to break data protection law, get2lead tells the Customer.**

**7. Confidentiality. Everyone at get2lead who has access to the data is bound to confidentiality.**

**8. Security (Art. 32 GDPR). Encryption in transit (TLS) and at rest, access control with roles, row-level security, least-privilege access, backups, logging, regular updates. Details in Annex 1.**

**9. Sub-processors. The Customer gives general permission to use the sub-processors listed on /subprocessors. get2lead informs the Customer at least 30 days before adding or replacing a sub-processor; the Customer may object for good reason. get2lead imposes the same data protection duties on every sub-processor.**

**10. Deletion and return. At the end of the contract, the Customer can export the data. get2lead deletes the data within 30 days, unless the law requires keeping it.**

**11. Support. get2lead helps the Customer answer data subject requests (access, correction, deletion, export) and with security, breach notifications, impact assessments and consultations (Art. 32–36 GDPR).**

**12. Data breaches. get2lead informs the Customer without undue delay, and within 48 hours at the latest, after becoming aware of a personal data breach (to confirm).**

**13. Audits. get2lead provides the information needed to show compliance and allows reasonable audits, with at least 30 days' notice, normally by written documentation.**

**14. Transfers outside the EU/EEA. Only with appropriate safeguards (adequacy decision, EU-US Data Privacy Framework or Standard Contractual Clauses).**

**15. Liability and law. Liability follows Art. 82 GDPR and the main contract. The law of Romania applies.**

Annex 1: technical and organisational measures. Annex 2: list of sub-processors (/subprocessors).

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