

DATA PROCESSING AGREEMENT

This Data Processing Agreement (this "**DPA**") is entered into as of _____ (the "**Effective Date**"), by and between:

_____ ("**Controller**"), a _____ established under the laws of _____, having its principal place of business at _____;

AND

Zugzwang (Private) Limited ("Processor"), a company duly incorporated under the laws of the Republic of Zimbabwe, having its registered office and principal place of business at _____, represented in this matter by **Busani Ndlovu, Founder & Chief Executive Officer**.

The Controller and the Processor are each referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, the Parties have entered, or are about to enter, a Master Services Agreement (the "**Principal Agreement**") under which the Processor provides cybersecurity assessment, penetration testing, and Continuous Threat Exposure Management services;

WHEREAS, in performing those services the Processor may process personal data on behalf of the Controller; and

WHEREAS, the Parties wish to record the terms on which such processing is carried out, in accordance with the Cyber and Data Protection Act [Chapter 12:07] of the Republic of Zimbabwe and the regulations made thereunder;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 Terms used in this DPA shall have the meaning given to them in the Cyber and Data Protection Act [Chapter 12:07], unless otherwise defined. "**Personal Data**", "**Processing**", "**Data Subject**", "**Data Controller**", and "**Data Processor**" shall bear those meanings.

2. ROLES AND SUBJECT MATTER

2.1 The Controller determines the purposes and means of the Processing. The Processor Processes Personal Data on documented instructions from the Controller and for no other purpose.

2.2 **Subject matter and duration.** Processing of Personal Data to the extent necessary to provide the services under the Principal Agreement, for the duration of the Principal Agreement.

2.3 Nature and purpose. Provision of cybersecurity assessment, penetration testing, vulnerability scanning, and threat-exposure management services.

2.4 Categories of data subjects. The Controller's customers, employees, and end users, as relevant to the services.

2.5 Categories of Personal Data. Contact and account details; system access credentials and logs; network and application telemetry; and such other Personal Data as the parties agree is necessary for the services.

3. OBLIGATIONS OF THE PROCESSOR

3.1 The Processor shall Process Personal Data only on documented instructions from the Controller, including with regard to transfers, and shall inform the Controller if, in its opinion, an instruction infringes the Cyber and Data Protection Act or other applicable law.

3.2 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including encryption at rest and in transit, access controls, and confidentiality obligations on personnel.

3.3 The Processor shall ensure that persons authorised to Process the Personal Data are bound by obligations of confidentiality.

3.4 The Processor shall not engage any sub-processor without the Controller's prior written authorisation, and shall impose on any authorised sub-processor obligations no less protective than those in this DPA.

4. ASSISTANCE TO THE CONTROLLER

4.1 Taking into account the nature of the Processing, the Processor shall assist the Controller, by appropriate technical and organisational measures and insofar as reasonably possible, in fulfilling the Controller's obligations to respond to data-subject requests and to comply with its security and breach-notification obligations.

4.2 The Processor shall notify the Controller without undue delay after becoming aware of a personal-data breach, and shall cooperate with the Controller's investigation and notification obligations.

5. DATA SUBJECTS AND TRANSFERS

5.1 The Processor shall not transfer Personal Data outside the Republic of Zimbabwe except with the Controller's prior written consent and in compliance with applicable law.

6. DELETION AND RETURN

6.1 On termination of the services, the Processor shall, at the Controller's election, return or securely delete all Personal Data, and shall delete existing copies unless retention is required by law.

7. AUDIT

7.1 The Processor shall make available to the Controller all information necessary to demonstrate compliance with this DPA and shall allow for and contribute to audits and inspections conducted by the Controller or an auditor mandated by the Controller, on reasonable notice.

8. TERM AND GOVERNING LAW

8.1 This DPA shall remain in effect for as long as the Processor Processes Personal Data on behalf of the Controller, and thereafter in respect of any obligations that by their nature survive.

8.2 This DPA shall be governed by and construed in accordance with the laws of the Republic of Zimbabwe.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Data Processing Agreement as of the Effective Date.

CONTROLLER

By: _____

Name: _____

Title: _____

Date: _____

ZUGZWANG (PRIVATE) LIMITED

By: _____

Name: **Busani Ndlovu**

Title: **Founder & Chief Executive Officer**

Date: _____