

## **ONE VERIFY LTD**

### **DATA PROCESSING AGREEMENT**

#### **1. PARTIES**

This Data Processing Agreement ("**DPA**") forms part of the agreement between:

\_\_\_\_\_, the "Controller"; and

**ONE VERIFY LTD**, the "Processor".

Where One Verify acts as Controller for a particular processing activity, this DPA shall not apply to that processing activity except to the extent expressly agreed.

#### **2. PURPOSE**

The purpose of this DPA is to regulate the processing of Personal Data by One Verify on behalf of the Client in connection with the Services.

#### **3. DOCUMENTED INSTRUCTIONS**

One Verify shall process Personal Data only:

- to provide the Services;
- in accordance with the Client's documented instructions;
- as required by law; or
- as otherwise expressly permitted under the agreement.

#### **4. CATEGORIES OF DATA**

Depending on the Services, Personal Data may include:

- names;
- NIN;
- BVN;
- identification information;
- passport information;
- driver's licence information;

- photographs;
- biometric information;
- contact information;
- business information;
- verification results;
- technical information; and
- other Personal Data submitted by the Client.

## **5. CATEGORIES OF DATA SUBJECTS**

Data Subjects may include:

- customers;
- employees;
- contractors;
- directors;
- shareholders;
- beneficial owners;
- agents; and
- other individuals whose identity is verified through the Services.

## **6. CLIENT RESPONSIBILITIES**

The Client shall:

1. establish an appropriate lawful basis;
2. provide required privacy information;
3. obtain consent where required;
4. provide lawful instructions;
5. ensure that Personal Data submitted is accurate to the extent reasonably possible;
6. comply with applicable data-protection law; and

7. ensure that its use of Verification Data is lawful.

## **7. ONE VERIFY'S OBLIGATIONS**

One Verify shall:

- process Personal Data only as instructed;
- maintain confidentiality;
- implement appropriate security measures;
- restrict access to authorised personnel;
- assist the Client with applicable data-subject requests;
- notify the Client of relevant Personal Data breaches;
- cooperate with regulatory obligations; and
- delete or return Personal Data as required by the agreement.

## **8. SECURITY**

One Verify shall maintain appropriate technical and organisational measures proportionate to the nature and risks of the processing.

These may include:

- access controls;
- authentication;
- encryption;
- logging;
- monitoring;
- segregation of access;
- vulnerability management; and
- incident response.

## **9. SUB-PROCESSORS**

One Verify may engage approved sub-processors where necessary to provide the Services.

One Verify shall remain responsible for the processing activities of its sub-processors to the extent required by applicable law.

## **10. DATA SUBJECT REQUESTS**

Where a Data Subject request relates to processing for which the Client is Controller, One Verify shall reasonably assist the Client in responding to the request.

## **11. DATA BREACH**

One Verify shall notify the Client without undue delay after becoming aware of a Personal Data breach affecting Personal Data processed on behalf of the Client.

The parties shall cooperate in investigating, containing and remediating the breach.

## **12. DPIA AND REGULATORY COOPERATION**

Where required by applicable law, One Verify shall reasonably assist the Client with:

- Data Protection Impact Assessments;
- regulatory consultations;
- information requests;
- security assessments; and
- other compliance requirements.

## **13. INTERNATIONAL TRANSFERS**

Any international transfer shall comply with applicable Nigerian data-protection requirements.

## **14. RETENTION AND DELETION**

At the end of the Services, One Verify shall, subject to applicable legal and regulatory retention requirements:

- return Personal Data to the Client; or

- securely delete or anonymise Personal Data.

## **15. AUDIT**

The Client may request reasonable information necessary to demonstrate One Verify's compliance with its obligations under this DPA, subject to reasonable confidentiality, security and operational restrictions.

## **16. GOVERNING LAW**

This DPA shall be governed by the laws of the Federal Republic of Nigeria.