



DATA PROCESSING AGREEMENT (DPA)

Last Updated: 10 July 2026

This Data Processing Agreement ("DPA") forms part of and is incorporated into any agreement for services between Virta247 Ltd ("Processor", "Virta247", "we", "us" or "our") and the Client ("Controller", "you" or "your").

1. Definitions

Controller means the organisation determining the purposes and means of processing Personal Data. Processor means Virta247 Ltd acting on behalf of the Controller. Personal Data, Processing, Data Subject, Sub-Processor, Personal Data Breach and Data Protection Laws have the meanings set out in UK GDPR and applicable legislation.

2. Scope

Applies to consultancy, automation, SaaS, software development, integrations, AI solutions, data migration, technical support and related professional services.

3. Nature and Purpose of Processing

Virta247 processes Personal Data only to provide contracted services and on documented instructions from the Controller.

4. Categories of Personal Data

May include names, emails, telephone numbers, postal addresses, company information, employee information, customer information, supplier information, user account information, uploaded files, technical information and communication records.

5. Categories of Data Subjects

May include customers, prospects, employees, contractors, consultants, suppliers, business contacts and website users.

6. Processor Obligations

Virta247 will process data only on instructions, maintain confidentiality, apply reasonable security to systems under its control, assist with lawful requests and comply with applicable Data Protection Laws.

7. Controller Obligations

The Controller is responsible for lawful collection and use of Personal Data and for the management and security of its own systems and environments.

8. Security Responsibilities

Virta247 is not a managed security services provider, cybersecurity consultant, security auditor or incident response provider unless separately agreed in writing. Virta247 secures systems under its direct control. The Client remains responsible for Microsoft 365, Google Workspace, CRM systems, servers, workstations, user permissions, cloud tenancies, backups, monitoring, patching and internal security obligations.

9. Sub-Processors

Virta247 may engage Sub-Processors where reasonably necessary and will ensure appropriate contractual protections are in place.

10. International Transfers

International transfers will use lawful transfer mechanisms recognised under UK data protection law.

11. Data Subject Requests

Virta247 will notify the Controller of requests and provide reasonable assistance where appropriate.

12. Personal Data Breaches

Virta247 will notify the Controller of breaches affecting systems under Virta247's direct control. Breaches originating within Client-controlled environments remain the Controller's responsibility.

13. Audit Rights

Reasonable audit information may be requested no more than once in any twelve-month period.

14. Return or Deletion of Data

Upon termination and request, Personal Data will be returned or deleted unless retention is legally required.

15. Liability

Liability is governed by the applicable services agreement, Terms and Conditions or Master Services Agreement.

16. Term

This DPA remains effective while Virta247 processes Personal Data on behalf of the Controller.

17. Governing Law

Governed by the laws of England and Wales.

18. Contact Information

Virta247 Ltd, 124-128 City Road, London, EC1V 2NX, United Kingdom. Email: enquiries@virta247.co.uk