THIRD-PARTY VENDOR AGREEMENT

This Third-Party Vendor Agreement ("Agreement") is entered into as of **[Insert Date]** ("Effective Date") by and between:

[Company Name], a company incorporated under the laws of India, having its registered office at **[Insert Address]**, hereinafter referred to as the "Company"; and

[Vendor Name], a company incorporated under the laws of India, having its registered office at **[Insert Address]**, hereinafter referred to as the "Vendor."

(Collectively referred to as the "Parties" and individually as a "Party.")

RECITALS

WHEREAS:

1. The Company engages the Vendor to provide certain services that may involve the processing of personal data as defined under the **Digital Personal Data Protection Act, 2023 ("DPDPA")**; and
2. The Parties intend to ensure compliance with their respective obligations under applicable data protection laws and regulations, including the DPDPA;

NOW, THEREFORE, the Parties agree as follows:

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1. DEFINITIONS

1.1 **"Personal Data"**: Any data about an individual processed by the Vendor on behalf of the Company under the DPDPA.
1.2 **"Processing"**: Any operation performed on Personal Data, including collection, recording, storage, use, sharing, or deletion, as defined under the DPDPA.
1.3 **"Sub-Processor"**: Any third party engaged by the Vendor to process Personal Data on behalf of the Company.
1.4 **"Confidential Information"**: Includes all information disclosed by one Party to the other that is marked confidential or reasonably expected to be treated as confidential.

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2. SCOPE OF SERVICES

2.1 The Vendor agrees to provide the following services ("Services"): **[Insert detailed description of services]**.

2.2 The Vendor acknowledges that the Services may involve the processing of Personal Data and agrees to comply with this Agreement and applicable laws.

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3. OBLIGATIONS OF THE VENDOR

3.1 **Compliance with Laws**: Process Personal Data in accordance with this Agreement, the Company's instructions, and applicable laws, including the DPDPA.

3.2 **Confidentiality**: Ensure all personnel authorized to process Personal Data are bound by confidentiality obligations.

3.3 **Security Measures**: Implement appropriate technical and organizational measures, including:

- Encryption of Personal Data;
- Access control mechanisms;
- Regular security audits and vulnerability assessments.

3.4 **Data Breach Notification**: Notify the Company within **[Insert Timeframe, e.g., 24 hours]** of any data breach and provide sufficient details for the Company to meet its reporting obligations.

3.5 **Sub-Processors**:

- Do not engage any Sub-Processor without prior written consent from the Company.
- Ensure Sub-Processors comply with this Agreement.

3.6 **Assistance**: Assist the Company in fulfilling data protection obligations, including:

- Responding to data subject requests;
- Conducting privacy impact assessments;
- Providing necessary information for audits.

3.7 **Data Retention and Disposal**: Upon termination of this Agreement, return or securely delete all Personal Data at the Company's discretion.

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4. OBLIGATIONS OF THE COMPANY

4.1 **Instructions**: Provide clear, written instructions for processing Personal Data.

4.2 **Legal Basis**: Warrant that the Company has obtained all necessary consents or other legal

bases for processing Personal Data.

4.3 **Audit Rights**: Retain the right to audit the Vendor's compliance upon reasonable notice.

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5. CONFIDENTIALITY

5.1 Keep all Confidential Information secure and do not disclose it to any third party without prior written consent, except as required by law.

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6. INDEMNIFICATION AND LIABILITY

6.1 **Vendor Indemnity**: Indemnify the Company against claims, damages, or costs arising from the Vendor's breach of this Agreement.

6.2 **Company Indemnity**: Indemnify the Vendor against claims arising from the Company's failure to comply with its legal obligations.

6.3 **Liability Cap**: Except in cases of gross negligence or willful misconduct, the total liability of either Party shall not exceed **[Insert Amount]**.

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7. TERM AND TERMINATION

7.1 This Agreement shall remain in effect until terminated by either Party with **[Insert Notice Period]** written notice.

7.2 Upon termination, the Vendor shall return or securely delete all Personal Data.

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8. CROSS-BORDER DATA TRANSFERS

8.1 The Vendor shall not transfer Personal Data outside India without the prior written consent of the Company and ensuring compliance with applicable laws.

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9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This Agreement is governed by the laws of India.

9.2 Disputes shall be resolved under the exclusive jurisdiction of the courts in **[Insert Jurisdiction]**.

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10. MISCELLANEOUS

10.1 **Amendments**: Any amendments to this Agreement must be in writing and signed by both Parties.

10.2 **Entire Agreement**: This document constitutes the entire understanding between the Parties regarding Personal Data processing.

10.3 **Notices**: Notices under this Agreement shall be sent to the addresses mentioned above.

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

For the Company:

- Name: **[Insert Name]**
- Title: **[Insert Title]**
- Signature: _____
- Date: _____

For the Vendor:

- Name: **[Insert Name]**
- Title: **[Insert Title]**
- Signature: _____
- Date: _____