

Vetta Trading Ltd – Data Processing Agreement (DPA)

Data Processing Agreement (DPA)
Between:
Vetta Trading Limited ("Vetta")
and
The Customer ("Customer")

This Data Processing Agreement forms part of the Vetta Trading Ltd Master Services Agreement (MSA) and applies where Vetta processes Personal Information on behalf of the Customer in the course of providing the Services.

1. Definitions

Personal Information has the meaning given in the Privacy Act 2020.
Process / Processing includes collecting, storing, accessing, using, disclosing or handling Personal Information.
Controller means the party who determines the purpose and means of processing Personal Information (the Customer).
Processor means the party processing Personal Information on behalf of the Controller (Vetta).
Subprocessor means any third party engaged by Vetta to assist in processing Personal Information.

2. Roles of the Parties

- 2.1 The Customer is the Controller of all Personal Information it provides to Vetta.
- 2.2 Vetta acts as a Processor, processing Personal Information only to provide the Services.
- 2.3 Nothing in this DPA transfers ownership of Personal Information to Vetta.

3. Customer Responsibilities

The Customer must:

- (a) ensure it has a lawful basis for Vetta to process Personal Information
- (b) ensure Personal Information supplied to Vetta is accurate and up to date
- (c) notify Vetta immediately of any errors, corrections or requests from individuals
- (d) comply with the Privacy Act 2020 regarding its own handling of Personal Information

4. Vetta Responsibilities as Processor

Vetta will:

- 4.1 Process Personal Information only:
 - (a) to supply the Services
 - (b) in accordance with documented instructions from the Customer
 - (c) as required by law
- 4.2 Implement reasonable and appropriate security measures, including:
 - (a) access controls and authentication
 - (b) encryption where technically appropriate
 - (c) system and network monitoring
 - (d) secure storage and backup
 - (e) staff confidentiality obligations
- 4.3 Ensure staff accessing Personal Information are bound by confidentiality.
- 4.4 Assist the Customer with responding to privacy requests where reasonably required.
- 4.5 Notify the Customer of any notifiable privacy breach as required by law.
- 4.6 Delete or return Personal Information upon termination of the Services unless otherwise required by law.

5. Subprocessors

5.1 The Customer authorises Vetta to use Subprocessors to deliver the Services.

Common Subprocessors include:

- Microsoft Azure
- Microsoft 365 / Exchange Online
- AWS
- Cloudflare

- Backup and security vendors
- Third-party datacentres and network operators

5.2 Vetta will ensure Subprocessors are subject to privacy and security obligations comparable to this DPA.

6. Offshore Processing

6.1 Personal Information may be stored or processed outside New Zealand.

6.2 Vetta will take reasonable steps to ensure offshore Subprocessors provide privacy protections comparable to the Privacy Act 2020.

6.3 The Customer consents to offshore transfer of Personal Information for service delivery.

7. Access Requests and Correction

7.1 If Vetta receives a request from an individual relating to their Personal Information, Vetta will forward it to the Customer.

7.2 The Customer is responsible for responding to requests under the Privacy Act 2020.

7.3 Vetta will provide reasonable assistance where needed.

8. Breach Notification

8.1 Vetta will notify the Customer as soon as reasonably practicable after becoming aware of any privacy breach involving Customer Personal Information.

8.2 Vetta will provide:

- (a) the nature of the breach
- (b) categories of affected information
- (c) steps taken or proposed to remedy or mitigate the breach

8.3 The Customer is responsible for notifying affected individuals if required.

9. Audits and Verification

9.1 Upon reasonable notice, and no more than once per year, the Customer may request a summary of Vetta's security measures.

9.2 Customer audits must not:

- (a) disrupt Vetta operations
- (b) compromise other customers' data
- (c) require disclosure of sensitive internal information

9.3 Third-party certifications, security summaries or audit extracts may be provided in place of onsite audits.

10. Term and Termination

10.1 This DPA remains in force while Vetta processes Personal Information for the Customer.

10.2 Upon termination of the Services, Vetta will:

- (a) return Personal Information to the Customer, or
- (b) securely delete it, unless retention is required by law or necessary to protect Vetta's legal interests.

11. Liability

11.1 The liability provisions of the MSA apply to this DPA.

11.2 Vetta is not responsible for Customer errors, misconfigurations, or breaches occurring in Customer-managed environments.

12. Changes to this DPA

Vetta may update this DPA by providing written notice or by publishing an updated version on its website. Continued use of the Services constitutes acceptance of the amended DPA.