



Data Processing Agreement

ClubPal Ltd | v2.0

This Data Processing Agreement (“**Agreement**”) forms part of the Contract for Services (“**Principal Agreement**”) between:

Club: _____ (the “Company”), and
ClubPal Ltd, 20-22 Wenlock Road, London, N1 7GU (the “Data Processor”)
(together, the “Parties”).

WHEREAS

(A) The Company acts as a Data Controller.

(B) The Company wishes to subcontract certain Services, which involve the processing of personal data, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the UK General Data Protection Regulation (UK GDPR) as retained in UK law by the European Union (Withdrawal) Act 2018, and the Data Protection Act 2018.

(D) The Parties wish to lay down their rights and obligations.

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalised terms used in this Agreement shall have the following meanings:

1.1.1 “Agreement” means this Data Processing Agreement and all Schedules;

1.1.2 “Company Personal Data” means any Personal Data processed by a Contracted Processor on behalf of the Company pursuant to or in connection with the Principal Agreement;

1.1.3 “Contracted Processor” means a Subprocessor;

1.1.4 “Data Protection Laws” means UK GDPR, the Data Protection Act 2018, and to the extent applicable, the data protection or privacy laws of any other applicable jurisdiction;

1.1.5 “EEA” means the European Economic Area;

1.1.6 “UK Data Protection Laws” means the UK GDPR as retained in UK law by the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, and any subordinate legislation made under those Acts, as amended or replaced from time to time;

1.1.7 “GDPR” means the UK General Data Protection Regulation, being Regulation (EU) 2016/679 as retained in UK law by the European Union (Withdrawal) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

1.1.8 “Data Transfer” means: (a) a transfer of Company Personal Data from the Company to a Contracted Processor; or (b) an onward transfer of Company Personal Data from a Contracted Processor to a Subprocessor, where such transfer would be prohibited by Data Protection Laws without an appropriate safeguard;

1.1.9 “Services” means the ClubPal platform services (including registration, emergency contact, membership, and session booking services) provided to the Company;

1.1.10 “Subprocessor” means any person appointed by or on behalf of the Processor to process Personal Data on behalf of the Company in connection with this Agreement.

1.2 The terms “Controller”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meanings as in the UK GDPR.

2. Processing of Company Personal Data

2.1 The Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the processing of Company Personal Data; and

2.1.2 not process Company Personal Data other than on the Company’s documented instructions.

2.2 The Company instructs the Processor to process Company Personal Data as necessary to provide the Services under the Principal Agreement.

3. Processor Personnel

The Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access it for the purposes of the Principal Agreement, and that all such individuals are subject to confidentiality undertakings or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, the Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate the measures referred to in Article 32(1) of the UK GDPR.

4.2 In assessing the appropriate level of security, the Processor shall take account in particular of the risks presented by processing, including from a Personal Data Breach.

5. Subprocessing

5.1 The Processor shall not appoint or disclose any Company Personal Data to any Subprocessor unless authorised by the Company. The Subprocessors currently used by ClubPal and subject to this Agreement are listed in Appendix A.

6. Data Subject Rights

6.1 Taking into account the nature of the processing, the Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as possible, to fulfil the Company's obligations to respond to requests to exercise Data Subject rights under Data Protection Laws.

6.2 The Processor shall:

6.2.1 promptly notify the Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of the Company, or as required by applicable law, in which case the Processor shall, to the extent permitted by law, inform the Company of that legal requirement before responding.

7. Personal Data Breach

7.1 The Processor shall notify the Company without undue delay upon becoming aware of a Personal Data Breach affecting Company Personal Data, providing sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the breach under Data Protection Laws.

7.2 The Processor shall co-operate with the Company and take reasonable steps as directed by the Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment and Prior Consultation

The Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with the Information Commissioner's Office or other competent data privacy authorities, which the Company reasonably considers to be required by Articles 35 or 36 of the UK GDPR, solely in relation to the processing of Company Personal Data and taking into account the nature of the processing and information available to the Processor.

9. Deletion or Return of Company Personal Data

9.1 Subject to this section 9, the Processor shall promptly and in any event within 10 business days of the date of cessation of any Services involving the processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of Company Personal Data.

10. Audit Rights

10.1 Subject to this section 10, the Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the processing of Company Personal Data.

10.2 Information and audit rights under section 10.1 only arise to the extent that the Agreement does not otherwise provide information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

11.1 The Processor may not transfer or authorise the transfer of Company Personal Data to countries outside the United Kingdom without the prior written consent of the Company. Where such transfers are necessary, the Parties shall ensure that the personal data are adequately protected by an appropriate transfer mechanism under UK Data Protection Laws, including (where applicable) an International Data Transfer Agreement (IDTA) or an addendum to the EU Standard Contractual Clauses approved by the ICO, unless the transfer is to a country covered by UK adequacy regulations.

12. General Terms

12.1 Confidentiality

Each Party must keep this Agreement and information it receives about the other Party in connection with this Agreement confidential and must not use or disclose that information without the prior written consent of the other Party, except to the extent that: (a) disclosure is required by law; or (b) the relevant information is already in the public domain.

12.2 Notices

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post, or sent by email to the address set out in the heading of this Agreement, or such other address as notified from time to time by the Parties.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of the United Kingdom.

13.2 Any dispute arising in connection with this Agreement which the Parties are unable to resolve amicably will be submitted to the exclusive jurisdiction of the courts of the United Kingdom.

IN WITNESS WHEREOF

This Agreement is entered into with effect from the date first set out below.

Club:**ClubPal Ltd**

Signature

Signature

Name

Richard Mercer

Name

Title

Director

Title

Date Signed

28th April 2026

Date Signed

Appendix A – List of Subprocessors

| Subprocessor | Service Provided | Location |
|-----------------|---|--------------------------|
| Microsoft Azure | Cloud infrastructure, database, and application hosting | United Kingdom / Ireland |
| Stripe | Payment processing | United Kingdom |
| Square | Payment processing (UK only) | United Kingdom |

This list may be updated from time to time. The Company will be notified of any material changes to subprocessors.