

DATA PROCESSING AGREEMENT

Personal Data Processing (PDPA)

Client: Effective:

Confidential

1 • PARTIES

This Data Processing Agreement ("DPA") is between ("Controller") and REDTEAM ("Processor") and forms part of the Master Service Agreement for the engagement.

2 • BACKGROUND

In performing the services, the Processor may process personal data on behalf of the Controller. This DPA sets out the terms governing that processing, in compliance with the Personal Data Protection Act 2010 (Malaysia) ("PDPA") and any successor legislation.

3 • DEFINITIONS

- **Personal data** has the meaning in the PDPA – any information relating directly or indirectly to an individual.
- **Processing** means any operation performed on personal data, including collection, use, storage, disclosure, and destruction.
- **Data subject** means the individual to whom the personal data relates.

4 • PROCESSING DETAILS

FIELD	DETAILS
Purpose	

Categories of data	
Data subjects	
Retention	

5 • CONTROLLER OBLIGATIONS

- The Controller confirms it has the lawful basis and authority for the processing.
- The Controller provides only the personal data necessary for the services (data minimization).
- The Controller is responsible for responding to data subject requests, with the Processor's assistance per Section 9.

6 • PROCESSOR OBLIGATIONS

- The Processor processes personal data only on documented instructions from the Controller and only for the purpose of the services.
- The Processor implements appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, loss, or damage.
- The Processor does not disclose personal data to third parties except as instructed or as required by law, and does not use it for its own purposes.
- Personnel with access are bound by confidentiality obligations and receive privacy and security training.

7 • SECURITY MEASURES

The Processor maintains, at minimum: access controls (least privilege); encryption in transit and at rest where feasible; secure storage and transmission of evidence; logging of access to personal data; and a process for testing and evaluating the effectiveness of security measures.

8 • SUB-PROCESSING

- The Processor may engage sub-processors only with the Controller's prior written consent (general consent may be given in advance).

- A register of sub-processors is maintained and provided to the Controller on request.
- Each sub-processor is bound by obligations no less protective than this DPA.

9 · DATA SUBJECT REQUESTS

The Processor assists the Controller, to the extent required by law and using commercially reasonable efforts, in responding to data subject requests under the PDPA, including access, correction, and complaints. The Processor notifies the Controller if it receives a direct request from a data subject concerning the Controller's data.

10 · PERSONAL DATA BREACH

The Processor notifies the Controller without undue delay after becoming aware of a personal data breach affecting Controller data, providing sufficient detail for the Controller to assess the breach and meet its legal notification obligations. The Processor cooperates with the Controller's investigation and remediation.

11 · CROSS-BORDER TRANSFER

Personal data is not transferred outside Malaysia without the Controller's written consent or a lawful basis under the PDPA. Where transfer occurs, appropriate safeguards are applied and documented.

12 · RETENTION & DELETION

Personal data is retained only for the period necessary for the services and the agreed retention period, then securely deleted or returned to the Controller at its direction, unless retention is required by law.

13 · AUDIT

The Controller may, on reasonable notice and no more than once per year (or as agreed), audit the Processor's compliance with this DPA through

documented assessments, information requests, or an independent auditor bound by confidentiality.

14 • LIABILITY

Liability under this DPA follows the liability provisions of the MSA. Each Party remains liable for its own breaches of the PDPA.

15 • TERM

This DPA takes effect on the Effective Date and continues while the Processor processes personal data on behalf of the Controller, surviving termination of the MSA until all data is returned or destroyed.

16 • GOVERNING LAW

This DPA is governed by the laws of Malaysia.

For the Controller (Client)

For REDTEAM (Processor)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

