Data Processing Agreement (DPA)

Last updated: February 21, 2026

This DPA forms part of the agreement between PPCJuice and the Client for marketing services, and sets out data protection obligations where PPCJuice processes personal data on behalf of the Client.

1. Parties

Processor	OmniPro LTD (C 106467) trading as PPCJuice
Registered address	Triq La Sengle 2, Marsaskala MSK 1202, Malta
Contact email	alexander@ppcjuice.com
Controller (Client)	_____
Client address	_____
Client contact	_____

2. Scope and order of precedence

This DPA applies where PPCJuice processes personal data on behalf of the Client as part of the Services. If there is a conflict between this DPA and other terms between the parties, this DPA prevails for data protection matters. For personal data PPCJuice processes as a controller for its own business purposes (for example, website enquiries, invoicing, and security logs), the PPCJuice Privacy Policy applies instead.

3. Definitions

"Controller", "Processor", "Personal Data", "Processing", "Data Subject", "Supervisory Authority" and "Personal Data Breach" have the meanings given in the EU General Data Protection Regulation (EU) 2016/679 (GDPR). "Services" means the marketing services provided by PPCJuice. "Client Data" means personal data processed by PPCJuice on behalf of the Client. "Sub-processor" means a third party engaged by PPCJuice to process Client Data on behalf of PPCJuice.

4. Roles of the parties

- **Client as Controller.** The Client determines the purposes and means of processing of Client Data.
- **PPCJuice as Processor.** PPCJuice processes Client Data only on documented instructions from the Client and as necessary to provide the Services.

- **Independent controllers.** Each party acts as an independent controller for its own employee and business contact data.

5. Details of processing

The subject matter, duration, nature and purpose of the processing, as well as the categories of data subjects and types of personal data, are described in Annex I (Processing Details).

6. Documented instructions

PPCJuice will process Client Data only on documented instructions from the Client, including as set out in the agreement for Services and this DPA. If PPCJuice believes an instruction infringes GDPR or other applicable data protection law, PPCJuice will inform the Client (unless prohibited by law).

7. Confidentiality

PPCJuice will ensure that persons authorised to process Client Data are bound by confidentiality obligations (contractual or statutory) and receive appropriate instructions.

8. Security measures

PPCJuice will implement appropriate technical and organisational measures to protect Client Data, as described in Annex II (Security Measures). Security measures may be updated over time as practices and risks evolve.

9. Sub-processors

The Client provides a general authorisation for PPCJuice to engage Sub-processors to assist in providing the Services, subject to the conditions below.
- PPCJuice will maintain a list of Sub-processors in Annex III (or will provide it on request).
- PPCJuice will impose data protection obligations on Sub-processors that are no less protective than those in this DPA.
- PPCJuice will remain responsible for the performance of its Sub-processors under this DPA.
- Where required, PPCJuice will provide reasonable notice of material Sub-processor changes and allow the Client to object on reasonable data protection grounds.

10. International transfers

PPCJuice is established in Malta (EU). Where Client Data is transferred outside the EEA/UK by PPCJuice or its Sub-processors, PPCJuice will ensure appropriate safeguards are in place, such as the European Commission Standard Contractual Clauses (SCCs) or other lawful transfer mechanisms.

11. Assistance to the Client

Taking into account the nature of the processing, PPCJuice will provide reasonable assistance to the Client to fulfil its obligations under GDPR, including:
- responding to data subject rights requests (to the extent PPCJuice can reasonably assist based on access it has);
- providing information needed for data protection impact assessments (DPIAs) where applicable;
- supporting consultation with a Supervisory Authority where required.

12. Personal data breaches

PPCJuice will notify the Client without undue delay after becoming aware of a Personal Data Breach affecting Client Data. To the extent reasonably available, PPCJuice will provide information about the nature of the breach, likely consequences, and measures taken or proposed.

13. Deletion or return of Client Data

At the end of the Services, PPCJuice will, at the Client's choice and where technically feasible, delete or return Client Data that PPCJuice holds as a processor, unless retention is required by law. Client Data may remain in backups for a limited period subject to security controls.

14. Audits and information

PPCJuice will make available information reasonably necessary to demonstrate compliance with this DPA and will allow audits where required by GDPR, subject to reasonable confidentiality, security, and scheduling requirements.
- Audits will be conducted no more than once per 12-month period unless required due to a specific incident or regulatory request.
- Where possible, audits should be conducted remotely (for example, by providing policies, summaries, and evidence) to minimise disruption.
- The Client will bear its own audit costs and reimburse PPCJuice for reasonable time spent responding to audit requests beyond ordinary cooperation.

15. Liability

Liability under this DPA is subject to the limitations of liability set out in the parties' main agreement/Terms & Conditions, to the maximum extent permitted by applicable law.

16. Governing law

This DPA is governed by the laws of Malta. The courts of Malta have exclusive jurisdiction over disputes arising from this DPA, to the extent permitted by law.

Annex I - Processing Details

Subject matter: Performance marketing services (including Google Ads management and measurement support).

Duration: For the term of the Services, plus any agreed transition period; backups may persist for a limited period.

Nature of processing: Accessing, viewing, storing, organising, analysing, and transmitting data within advertising and analytics platforms to deliver the Services.

Purpose: Operate, optimise, and report on paid acquisition campaigns; improve measurement; provide recommendations and updates.

Categories of data subjects (examples):
- Client personnel (business contacts, authorised users).
- Website/app users and customers whose interactions are measured by the Client's analytics and advertising tools.
- Prospects/leads where the Client uses lead forms or similar mechanisms.

Types of personal data (examples):
- Business contact data (name, email, role, company) for communication and account administration.
- Online identifiers and technical data (IP address, cookie IDs, device IDs, click IDs) as present in advertising/analytics platforms.
- Conversion and event data (timestamps, event types, values) as configured by the Client (for example, registration, first deposit signals, value signals).
- Aggregated reporting outputs and performance metrics derived from the above.

Special categories of data: PPCJuice does not intend to process special categories of personal data. If the Client requires such processing, it must be agreed in writing and appropriate safeguards must be implemented.

Annex II - Security Measures (summary)

PPCJuice maintains a security program designed to protect Client Data. Measures may include:

- Access control: least-privilege access, role-based permissions, and access reviews where feasible.
- Account security: strong password policies and multi-factor authentication (MFA) where available.
- Encryption: TLS/HTTPS for data in transit; encryption at rest where supported by providers.
- Operational security: device security, patching, and malware protection on managed devices.
- Logging and monitoring: audit logs and monitoring for unusual activity where feasible.
- Confidentiality: staff/contractor confidentiality obligations and need-to-know access.
- Incident response: procedures to assess and respond to suspected security incidents.
- Backups: managed backups by service providers with restricted access.

Annex III - Sub-processors

PPCJuice uses Sub-processors to support operations such as cloud hosting, analytics, email delivery, scheduling/communications, and invoicing/payment processing. A current Sub-processor list can be provided on request at alexander@ppcjuice.com. Sub-processors may change over time subject to Section 9.

Signatures

Client (Controller)	PPCJuice (Processor)
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: ____ / ____ / _____	Date: ____ / ____ / _____

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