

DATA PROCESSING AGREEMENT (DPA)

Between:

Controller:

The Client (as defined in the main agreement)

Processor:

Empire Mapper, operated by Justin Loroy (Lenacho)

Website: empire-mapper.lenacho.be

1. Purpose

This DPA governs the processing of personal data by the Processor on behalf of the Controller in connection with the Empire Mapper services.

2. Nature of Processing

The Processor ingests structured data (e.g., CSV files), processes and transforms location-related data, performs geocoding and enrichment, and generates visual outputs such as maps.

3. Data Minimization & Specific Processing

The Processor applies strict data minimization principles:

- Only geocode coordinates are retained after processing.
- All other data fields (including names, addresses, or metadata) are deleted immediately after transformation.
- The retained geocode data is used solely for generating the final map output.
- No raw personal data is stored beyond the processing phase.

4. Categories of Data

Depending on the Controller's input:

- Names (optional)
- Addresses / location data
- Business-related metadata

Additionally:

- Email addresses and shipping information are used strictly for authentication, communication, and delivery.
- These data are never sold or reused for marketing purposes without explicit consent.

5. Roles

The Controller determines the purpose and means of processing.

The Processor acts solely on behalf of the Controller and does not reuse or resell data.

6. Processor Obligations

The Processor shall:

- Process data only on documented instructions
- Ensure confidentiality
- Implement appropriate technical and organizational measures
- Maintain strict data minimization practices
- Assist the Controller in GDPR compliance when required

7. Security Measures

Measures include:

- Secure data transfer (HTTPS)
- Access control
- Isolation of datasets
- Immediate deletion of non-essential data after processing

8. Sub-processors

The Processor may use cloud hosting and geocoding providers.

A list of sub-processors is available upon request.

9. Data Retention

Only geocode coordinates are retained as necessary for delivering the service.

All other personal data is deleted immediately after processing.

Customer contact details are retained only for operational purposes (authentication and delivery).

10. Data Subject Rights

The Processor assists the Controller in handling requests such as access, correction, or deletion.

11. Data Breach

The Processor will notify the Controller without undue delay after becoming aware of a breach.

12. International Transfers

If data is transferred outside the EU, appropriate safeguards will be implemented.

13. Liability

Each party is responsible for its own compliance with GDPR.

14. Governing Law

This Agreement is governed by the laws of Belgium.

Signed:

Controller: _____

Processor: Justin Loroy_____