

Customer Data Processing Addendum

A GDPR Article 28 DPA is engagement-specific: controller, processor, data, duration and security measures must be identified before signature.

01 / Roles and instructions

Where VISIONCYBERX acts as processor, it processes personal data only on documented controller instructions, including for transfers, unless applicable law requires otherwise. Personnel with access are bound to confidentiality. The controller remains responsible for its purposes and lawful basis.

02 / Security and assistance

The parties document risk-appropriate technical and organisational measures under Article 32. The processor assists, in proportion to the service and available information, with data-subject requests, security, breach handling, impact assessments and prior consultation.

03 / Sub-processors and transfers

Sub-processors require prior specific or general written authorisation, notice of changes and an opportunity to object where general authorisation applies. Equivalent data-protection duties flow down. International transfers require an applicable GDPR transfer mechanism and safeguards.

04 / Audit and end of service

The processor provides information needed to demonstrate compliance and permits and contributes to audits under Article 28. At the controller's choice, data is returned or deleted at the end, subject to legal retention duties.

05 / Schedules needed

The executable annexes must specify subject matter, duration, nature and purpose, data types, data subjects, locations, approved sub-processors, security measures, breach contacts, transfer mechanism and deletion method. This page is not an executed DPA.

Document status

Original VISIONCYBERX working framework for review. This PDF is not an offer, a signed agreement or evidence of an implemented control. Confirm legal entity details, service scope, commercial terms, annexes and approval before use. A signed engagement document governs.

Official EU references

GDPR, Article 28

GDPR, Article 32