TRILOGY RESEARCH

Data Processing Agreement

Version 1.0

24 October 2026

CONTACT

Privacy	privacy@trilogyresearch.co.uk
General	hello@trilogyresearch.co.uk
Phone	+44 (0) 345 33 12345

Trilogy Research Limited · Registered in England and Wales No. 14632667 · VAT GB446142800

Between the client named in the order, proposal or statement of work that refers to this agreement ("you", "the Client") **and** Trilogy Research Limited, a company registered in England and Wales (company number 14632667) with its registered office at 2 Bedford Mews, East Finchley, London N2 9DF, trading under its trading names ("we", "us", "Trilogy").

This agreement forms part of our contract with you (the "Main Agreement"). It applies whenever we process personal data on your behalf in providing our services. Where this agreement and the Main Agreement conflict on data protection, this agreement wins.

Earlier versions are superseded.

1. What this agreement covers

1.1 **Roles.** For personal data you give us, or that reaches us through a service we run for you (for example, callers to a voice agent we provide, or the people named in material you ask us to assess), you are the controller and we are your processor. For our own business — our websites, our marketing, invoicing you — we are the controller, and our privacy notice applies instead.

1.2 **Law.** "Data protection law" means the UK GDPR and the Data Protection Act 2018, as amended, and any law that replaces them. If you are established in the European Economic Area, the EU GDPR applies to your data as well; the UK's adequacy decision under EU law covers your transfer to us.

1.3 **Scope.** Annex A describes the processing: its subject matter, duration, nature and purpose, the types of personal data and the categories of people. The Main Agreement, your written instructions and Annex A together are your documented instructions.

2. Our obligations as your processor

2.1 **Instructions.** We process your personal data only on your documented instructions, including for any transfer outside the UK, unless UK law requires us to do otherwise; in that case we tell you first, unless the law forbids it. If we believe an instruction breaks data protection law, we tell you at once and may pause that instruction until you confirm it.

2.2 **Your data stays yours.** We use your personal data only for your services: never for other clients, never for our own products, methods or marketing, and never to train AI models. Any AI provider we use for your services has training on your data switched off, confirmed in its settings or contract.

2.3 **Confidentiality.** Everyone who processes your data for us is bound by a duty of confidence. Today that is our directors; any future staff or contractors are bound in writing before they have access.

2.4 **Security.** We maintain the technical and organisational measures in Annex B, appropriate to the risk, and keep them up to date. We may improve them, never weaken them, without telling you first.

2.5 **Sub-processors.** You give us general authorisation to use the sub-processors listed in Annex C, which we give you with this agreement and on request. We bind each one in writing to obligations no less protective than this agreement, and we remain responsible to you for their work. Before we add or replace one, we give you at least 30 days' notice by email with its name, location and role. You may object within that period on reasonable data protection grounds; we will try to resolve the objection, and if we cannot, you may end the affected service and we refund any fees paid in advance for it.

2.6 **People's rights.** If anyone contacts us to exercise a right over your data — access, correction, erasure, restriction, objection, portability — we tell you within three working days and do not answer them ourselves unless you ask us to. We help you respond, using the tools and information we hold,

within the time the law gives you.

2.7 **Assistance.** Taking into account the nature of the processing and what we know, we help you meet your obligations on security, personal data breaches, data protection impact assessments and any consultation with the Information Commission (the ICO).

2.8 **Personal data breaches.** If we become aware of a personal data breach affecting your data, we tell you without undue delay and in any event within 48 hours, with what we know: what happened, whose data and roughly how many, the likely consequences, and what we have done or propose to do. We update you as we learn more and keep a record you can use for your own notifications. Telling you is not an admission of fault.

2.9 **Return or deletion.** When the services end, or earlier at your written request, you choose: we return your personal data to you in a structured, commonly used, machine-readable format, or we delete it. Either way we then delete every copy, including backups within 90 days, unless UK law requires us to keep it, and we confirm deletion in writing on request.

2.10 **Records and audit.** We keep the records of processing the law requires of processors and make the information needed to show compliance available to you. Once a year, or after a breach or at the request of a regulator, you or an independent auditor bound by confidentiality may audit our compliance with this agreement on 30 days' written notice, during working hours and without disrupting our business. We may first offer our written security measures, recent supplier assurance reports and completed questionnaires; you accept these unless you have reasonable grounds to need more. Each party bears its own costs.

2.11 **Where your data is processed.** We are established in the UK. Where a sub-processor is outside the UK — today, mainly the United States — the transfer is protected by UK adequacy regulations, including the UK–US data bridge, or by the UK's International Data Transfer Addendum to the EU standard contractual clauses, and we hold the transfer risk assessment the law expects. Annex C shows each sub-processor's location and safeguard.

2.12 **Government and third-party requests.** If a public authority or anyone else demands your personal data, we tell you promptly unless the law forbids it, challenge or narrow the request where we lawfully can, and disclose only the minimum required.

3. Your obligations as controller

You are responsible for the lawfulness of the personal data you give us and the instructions you issue: for your lawful basis, your privacy information to the people concerned, and any consents. You confirm you have the right to give us the data for the services. You keep your own records and make your own notifications to regulators and to people.

4. Services on your own equipment

Where we provide a service that runs entirely on your premises or equipment, the personal data stays there under your control. Our support work and any backups never copy that data off your equipment. This agreement still applies to anything we do process for you.

5. Liability, term and general

5.1 Each party is liable for its own breaches of this agreement and of data protection law. Liability between us is otherwise as set out in the Main Agreement, except that nothing limits liability where data

protection law does not allow it, including compensation to people under Article 82 UK GDPR.

5.2 This agreement lasts as long as we process your personal data, including the return-or-deletion period. Changes must be in writing. If any part is unenforceable, the rest stands.

5.3 This agreement is governed by the law of England and Wales, and its courts have jurisdiction, unless the Main Agreement provides otherwise for a client established elsewhere in the UK.

5.4 Where EU standard contractual clauses or the UK International Data Transfer Agreement are needed between us because of where you are established, they are incorporated by reference and completed with the information in this agreement and its annexes, and prevail over anything inconsistent here.

Annexes

- **Annex A — Data Processing Description** (published; version 1.0, 24 October 2026)
- **Annex B — Technical and Organisational Measures** (published; version 1.0, 24 October 2026)
- **Annex C — Sub-processors** (confidential; supplied to clients with this agreement and on request; changes notified by email)

Signed for Trilogy Research Limited: Guy Forster, Director · date**Signed for the Client:** name, position · date

Questions about this agreement: privacy@trilogyresearch.co.uk

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