



## **Data Processing Addendum (DPA)**

Company	Document Date	Version Number
Nevin Consultant Group	November 05, 2025	v1.0

### **1. Introduction**

- a. This Data Processing Addendum (“DPA”) forms part of the agreement between Nevin Consultant Group (“Processor”) and the client or customer (“Controller”) who engages our services and shares personal data for processing purposes. This DPA governs the processing of personal data in accordance with applicable data protection laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the California Consumer Privacy Act (“CCPA”), and other relevant legislation.
- b. This policy supplements the Terms and Conditions and is subject to the terms of any applicable Master Service Agreement (“MSA”) or Statement of Work (“SOW”).

### **2. Definitions**

- a. Personal Data:
  - i. Any information relating to an identified or identifiable natural person.
- b. Processing:
  - i. Any operation performed on personal data, including collection, storage, use, disclosure, or deletion.
- c. Controller:
  - i. The party that determines the purposes and means of processing personal data.
- d. Processor:
  - i. The party that processes personal data on behalf of the Controller.
- e. Sub-Processor:
  - i. Any third party engaged by the Processor to assist in processing personal data.



### **3. Scope of Processing**

- a. The Processor shall process personal data only as necessary to provide the services described in the Master Service Agreement (“MSA”), Statement of Work (“SOW”), or other applicable agreement.
- b. Processing shall be limited to the duration, nature, and purpose outlined in the MSA or SOW.

### **4. Processor Obligations**

- a. Nevin Consultant Group agrees to:
  - i. Process personal data only on documented instructions from the Controller.
  - ii. Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
  - iii. Ensure that persons authorized to process personal data are bound by confidentiality obligations.
  - iv. Assist the Controller in responding to data subject requests, including access, correction, deletion, and portability.
  - v. Notify the Controller without undue delay upon becoming aware of a personal data breach.
  - vi. Maintain records of processing activities as required by applicable law.

### **5. Sub-Processors**

- a. The Controller authorizes the use of Sub-Processors for specific functions (e.g., cloud hosting, analytics).
- b. A current list of Sub-Processors may be provided upon request.
- c. The Processor shall ensure that Sub-Processors are bound by data protection obligations no less protective than those in this DPA.

### **6. International Data Transfers**

- a. If personal data is transferred outside the jurisdiction of the Controller (e.g., from the EU to the U.S.), such transfers shall be conducted in compliance with applicable data transfer mechanisms, including Standard Contractual Clauses (SCCs) or other lawful bases.

### **7. Data Subject Rights**

- a. The Processor shall, to the extent legally permitted, promptly notify the Controller if it receives a request from a data subject.



- b. The Processor shall not respond to such requests without the Controller's prior written consent, except to confirm receipt.

## **8. Data Retention & Deletion**

- a. Upon termination of the engagement, the Processor shall, at the Controller's direction, delete or return all personal data, unless retention is required by law.
- b. The Processor shall certify the deletion of data upon request.

## **9. Audit Rights**

- a. Upon reasonable notice, the Controller may audit the Processor's compliance with this DPA, subject to confidentiality and security obligations.
- b. The Processor shall cooperate with such audits and provide relevant information upon request.

## **10. Liability**

- a. Each party's liability under this DPA shall be subject to the limitations and exclusions of liability set forth in the underlying agreement, unless otherwise required by applicable law.

## **11. Governing Law & Jurisdiction**

- a. This DPA shall be governed by the same law and jurisdiction as the underlying agreement, unless otherwise required by applicable data protection laws.

## **12. Questions or Concerns?**

- a. If you have any questions, concerns, or requests regarding these policies, please contact us using one of the following methods:
  - i. Email: [support@nevinconsultant.com](mailto:support@nevinconsultant.com)
  - ii. Website Contact Form: <https://nevinconsultant.com/contact-us/>
  - iii. Mailing Address:  
Nevin Consultant Group  
732 South 6th Street, STE 4893  
Las Vegas, Nevada 89101
- b. We aim to respond to all inquiries within five (5) business days. For urgent compliance matters, please indicate the nature of your request in the subject line.