

# Data Processing Agreement (Template)

Sahayak MSME Services · DPDP Act 2023 aligned · Template v1.0

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## 1. Parties

This Data Processing Agreement ("DPA") is entered into between: (a) the customer organisation entering into a subscription with Sahayak MSME Services ("**Customer**", the Data Fiduciary under DPDP Act 2023); and (b) Sahayak MSME Services, an unincorporated private undertaking operated by Praful Garg ("**Sahayak**", the Data Processor).

## 2. Definitions

Terms used in this DPA bear the meaning given to them in the Digital Personal Data Protection Act 2023 ("**DPDP Act**") and the Digital Personal Data Protection Rules 2025 ("**DPDP Rules**"), unless otherwise expressly defined herein.

## 3. Scope of Processing

Sahayak shall process Personal Data only as necessary to provide the Service ordered by the Customer, in accordance with documented instructions provided through (a) the Service configuration, (b) signed order forms, and (c) the published API documentation at [docs.sahayakonline.co.in](https://docs.sahayakonline.co.in). Categories processed: company identifiers (CIN, GSTIN, IEC, FSSAI, RERA project ID); individual identifiers where in scope (PAN, last-4 of Aadhaar, DIN); and contact details of registered authorised signatories. No special-category data is processed unless expressly ordered.

## 4. Sub-processors

The Customer authorises use of the sub-processors listed at [sahayakonline.co.in/trust](https://sahayakonline.co.in/trust) under "Sub-processors". Sahayak shall provide 30 calendar days' prior written notice of any new sub-processor; the Customer's right to object with contractual exit is preserved.

## 5. Security Measures

Sahayak implements technical and organisational measures listed at [sahayakonline.co.in/trust](https://sahayakonline.co.in/trust) under "Security Practices": TLS 1.2+ in transit; AES-256 at rest with annually KMS-rotated keys; field-level encryption for PAN, GSTIN, and Aadhaar last-4; role-based access control with documented business need; immutable audit logging.

## 6. Personal Data Breach Notification

Sahayak shall: (i) notify Customer within 48 hours of becoming aware of a breach affecting Customer Personal Data; (ii) assist with Customer's 72-hour Data Protection Board obligation under DPDP Rule 7; (iii) coordinate with CERT-In's 6-hour reporting obligation under Section 70B IT Act 2000 where applicable; (iv) provide a final post-incident report within 30 days.

## 7. Data Subject Rights

Sahayak shall, upon Customer instruction, assist Customer in responding to requests by Data Principals exercising rights under Sections 11–14 of the DPDP Act (access, correction, erasure, grievance).

## 8. International Transfers

All Personal Data is hosted at AWS Mumbai (ap-south-1). No personal data of Indian Data Principals is transferred outside India in the ordinary course. Where a sub-processor's headquarters is outside India (e.g., Sentry), the data shared is limited to non-personal technical metadata.

## 9. Return and Deletion

On termination, Sahayak shall delete all Customer Personal Data within 30 days, except where retention is required by Indian law (security-incident logs: 90 days; audit logs: 12 months).

## 10. Audits

The Customer may audit Sahayak's compliance with this DPA once per calendar year on 30 days' written notice, at Customer's expense, during normal business hours, subject to reasonable confidentiality obligations.

## 11. Grievance Officer

Sahayak's Grievance Officer (DPDP Rules 2025, Rule 7) is **Prafful Garg**, contactable at [grievance@sahayakonline.co.in](mailto:grievance@sahayakonline.co.in). Acknowledgement within 48 hours; resolution target within 30 days.

## 12. Term

This DPA takes effect on the Effective Date and continues for the duration of the underlying subscription, plus the post-termination retention windows in Section 9.

### For the Customer (Data Fiduciary)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### For Sahayak (Data Processor)

Name: Prafful Garg

Title: Founder & Grievance Officer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_