

Data Processing Agreement

Version: 1.0 Last Updated: April 2026 ICO Registration Number: ZC132375

Parties

Data Processor Het Desai trading as Crownlark 66 Paul St, London EC2A 4NA, United Kingdom
contact@crownlark.uk ICO Registration: ZC132375

Data Controller The accounting firm entering into a service arrangement with Crownlark (the "Firm").

Background

Crownlark provides a done-for-you document chasing managed service to UK accounting firms. In delivering this service, Crownlark processes personal data on behalf of the Firm. This Agreement sets out the terms on which that processing occurs, as required by Article 28 of the UK General Data Protection Regulation ("UK GDPR") and the Data Protection Act 2018.

1. Definitions

- **UK GDPR** — the UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018.
 - **Controller, Processor, Data Subject, Personal Data, Processing, Personal Data Breach, Supervisory Authority** — as defined in the UK GDPR.
 - **Services** — the document chasing managed service provided by Crownlark to the Firm.
 - **Sub-processor** — any third party engaged by Crownlark to process Personal Data in connection with the Services.
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2. Roles of the Parties

2.1 The Firm is the **Controller** of Personal Data relating to its clients and their representatives.

2.2 Crownlark is the **Processor**, processing Personal Data solely to deliver the Services on the Firm's behalf.

2.3 Each party shall comply with its obligations under UK GDPR and the Data Protection Act 2018.

3. Details of Processing

3.1 Purpose

Crownlark processes Personal Data to:

- Send document request and reminder emails to the Firm's clients on the Firm's behalf;
- Receive and store documents submitted by those clients;
- Verify submitted documents — checking document type, tax year, completeness, and relevance to the engagement — using automated and AI-assisted tools, for no other purpose;
- Present document status and verification results to the Firm via the dashboard.

3.2 Categories of Personal Data

Personal Data processed may include:

- Names and email addresses of the Firm's clients and their representatives;
- Document content accessed solely for the purpose of verifying document type, tax year, completeness, and relevance to the engagement — and for no other purpose;
- Any additional personal data incidentally present within documents submitted by the Firm's clients through the service.

The Firm is responsible for ensuring it has a lawful basis to instruct Crownlark to process any personal data submitted through the Services.

3.3 Data Subjects

Clients of the Firm and their authorised representatives.

3.4 Duration

Processing continues for the duration of the service arrangement and for 90 days following its end, after which all Personal Data is securely deleted unless retention is required by applicable law.

4. Crownlark's Obligations

Crownlark shall:

- 4.1 Process Personal Data only on the documented instructions of the Firm, unless required by applicable UK law;
- 4.2 Ensure all personnel with access to Personal Data are subject to appropriate confidentiality obligations;
- 4.3 Implement and maintain appropriate technical and organisational security measures in accordance with Article 32 UK GDPR, including encryption of data in transit and at rest, access controls, and least-privilege principles;
- 4.4 Not engage any new Sub-processor without giving the Firm advance written notice as set out in Clause 6;
- 4.5 Assist the Firm, at the Firm's reasonable cost, in responding to Data Subject rights requests under UK GDPR;

4.6 Assist the Firm in meeting its obligations under Articles 32–36 UK GDPR (security, breach notification, data protection impact assessments);

4.7 Notify the Firm within **48 hours** of becoming aware of any Personal Data Breach involving the Firm's data;

4.8 On written request, delete or return all Personal Data at the end of the service arrangement and delete existing copies unless retention is required by UK law;

4.9 Make available information reasonably necessary to demonstrate compliance with this Agreement and permit audits requested by the Firm, subject to reasonable prior notice and confidentiality obligations.

5. The Firm's Obligations

The Firm shall:

5.1 Ensure it has a lawful basis under UK GDPR for instructing Crownlark to process Personal Data;

5.2 Provide Crownlark with clear and complete processing instructions;

5.3 Ensure that Data Subjects have been informed, where required, that their personal data will be processed by Crownlark as a service provider to the Firm;

5.4 Notify Crownlark promptly of any Data Subject rights requests or regulatory enquiries relating to Personal Data processed under this Agreement.

6. Sub-processors

6.1 Authorised Sub-processors

The current list of Sub-processors engaged by Crownlark is maintained at: **crownlark.uk/legal/sub-processors**

By entering into this Agreement, the Firm grants general authorisation for Crownlark to use the Sub-processors listed on that page.

6.2 Changes to Sub-processors

Crownlark shall give the Firm at least **7 days' written notice** before adding or replacing any Sub-processor. Notice will be given by updating the sub-processors page and emailing the Firm's registered contact address. If the Firm objects on reasonable data protection grounds, the parties shall discuss in good faith. If no agreement is reached, the Firm may end the service arrangement without penalty.

6.3 Sub-processor Obligations

Crownlark shall impose data protection obligations on all Sub-processors equivalent to those in this Agreement and remains liable for their acts and omissions.

7. International Data Transfers

7.1 Where Personal Data is transferred to a country outside the UK without a UK adequacy decision, Crownlark shall ensure such transfers are protected by the **UK International Data Transfer Agreement (IDTA)** issued by the ICO, or another lawful mechanism under UK GDPR.

7.2 The transfer mechanism applicable to each Sub-processor is noted on the sub-processors page referenced in Clause 6.1.

7.3 By accepting this Agreement, both parties agree that the relevant IDTA terms are incorporated by reference in respect of those transfers.

8. Data Subject Rights

8.1 Crownlark shall notify the Firm within **5 business days** of receiving any Data Subject rights request concerning Personal Data processed under this Agreement.

8.2 Crownlark shall not respond to any such request on the Firm's behalf without the Firm's prior written authorisation, except where required by UK law.

8.3 Crownlark shall provide reasonable assistance to enable the Firm to respond within the applicable statutory timeframe, at the Firm's reasonable cost.

9. Deletion on Request

9.1 Where the Firm requests deletion of a specific Data Subject's personal data during the service arrangement (for example, where that client relationship has ended), Crownlark shall action that deletion within **30 days** of the written request.

9.2 Crownlark shall confirm deletion in writing upon completion.

10. Personal Data Breach

10.1 Crownlark shall notify the Firm within **48 hours** of becoming aware of any Personal Data Breach affecting data processed under this Agreement.

10.2 The notification shall include, to the extent then known: the nature of the breach, categories and approximate number of Data Subjects affected, likely consequences, and measures taken or proposed.

10.3 The Firm, as Controller, remains responsible for notifying the ICO within 72 hours where required by Article 33 UK GDPR.

11. Confidentiality

11.1 Both parties shall keep confidential all Personal Data and information exchanged under this Agreement.

11.2 Crownlark shall ensure that personnel with access to Personal Data are bound by confidentiality obligations.

12. Liability

12.1 Nothing in this Agreement limits either party's liability for death or personal injury caused by negligence, fraud, or any matter that cannot be limited by law.

12.2 Crownlark shall not be liable for processing carried out by the Firm outside the scope of the Services.

12.3 Subject to Clause 12.1, Crownlark's total liability to the Firm under or in connection with this Agreement shall not exceed the total fees paid by the Firm to Crownlark in the three months preceding the event giving rise to the claim.

13. Term and Termination

13.1 This Agreement takes effect from the date the Firm first uses the Services. Crownlark may update this Agreement by giving the Firm 14 days' written notice of the changes. Continued use of the Services after that period constitutes acceptance of the updated Agreement.

13.2 Upon termination, Crownlark shall securely delete all Personal Data within **90 days** unless otherwise instructed in writing.

13.3 Clauses 4, 7, 10, 11, and 12 survive termination.

14. Governing Law

This Agreement is governed by the laws of **England and Wales**. Both parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Acceptance

Online: By ticking the acceptance checkbox during onboarding, the Firm's authorised representative confirms that the Firm agrees to be bound by this Data Processing Agreement.

PDF / Signed version: Where the Firm requires a signed copy, the Agreement may be executed below by authorised representatives of both parties. Electronic signatures are accepted.

On behalf of the Firm (Controller)

Name: _____

Title: _____

Firm name: _____

Date: _____

Signature: _____

On behalf of Crownlark (Processor)

Name: Het Desai

Title: Founder, Crownlark

Date: 4 May 2026

Signature: 

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