



Sixley Data Processing Agreement (DPA): v3-260402

Parties

This Data Processing Agreement (“**DPA**”) forms part of the agreement between:

(1) [**Client Name**], a company incorporated in [Jurisdiction] with its registered office at [Client Address] (“**Client**” or “Controller” when acting as data controller);
and

(2) **Sixley Limited**, a company registered in England & Wales (No. 10880590), with its registered office at 85 Great Portland Street, London W1W 7LT (“**Sixley**”).

Together, the “**Parties**”.

1. Roles of the Parties

1.1 Sixley acts as:

- **Processor**: where Sixley processes personal data on behalf of the Client and in accordance with the Client’s documented instructions, and the Client determines the purposes and means of such processing (e.g. employee directories, ATS synchronisation data, recruiter contact lists).
- **Independent Controller**: where Sixley processes personal data for its own legitimate purposes, including operation, provision, security, maintenance and improvement of the Sixley platform, product analytics and reporting, fraud/misuse prevention, and legal/regulatory compliance.

Sixley shall not use personal data processed as a Processor for its own independent purposes.

1.2 Where Sixley acts as an Independent Controller, the Parties act as separate controllers and not joint controllers. Each Party remains individually responsible for its own compliance with applicable data protection laws.

1.3 Platform and Network Data:

The Parties acknowledge that Sixley operates a multi-sided platform and processes certain personal data independently of the Client.

This includes, without limitation:

- Recommenders and individuals who have not applied to roles with the Client;
- Talent pool participants and prospective candidates;
- Platform interaction data, behavioural data, and network relationship data;
- Aggregated and anonymised data derived from platform activity.

Such data is processed by Sixley as an independent Controller and does not form part of Client-controlled personal data.

For the avoidance of doubt:

- the Client does not obtain rights to access or control such data, except where required by applicable data protection law; and
- personal data submitted by Applicants and Recommenders via the Sixley platform is collected and processed by Sixley as an independent Controller and does not constitute Client-provided personal data.

Nothing in this Agreement restricts the Client's ability to access or use personal data that has been expressly shared with it for the purposes of its recruitment processes, in accordance with applicable data protection law.

1.4 Post-Application Roles:

Where an individual applies for a role or is introduced to the Client:

- the Client acts as an independent Controller of such individual's personal data for its recruitment purposes; and
- Sixley acts as an independent Controller of such individual's personal data for its own platform purposes, including retention and potential inclusion in Sixley's talent pool where initiated by the individual.

2. Subject Matter, Duration & Nature of Processing

2.1 This DPA applies for the term of the Agreement.

2.2 Processing includes:

- Collecting, transmitting and storing candidate, recommender and staff contact details.
- Enabling recommendations, referrals and job applications.
- Managing referral provenance, rewards and incentive pools.
- Syncing status with ATS/HRIS systems.
- Running AI-assisted features to support engagement and optional applicant summaries generated on an opt-in basis with human oversight, which do not constitute solely automated decision-making producing legal or similarly significant effects.
- Supporting user-initiated referral communications, which are designed to avoid constituting unsolicited direct marketing in breach of applicable law.

2.3 Data Disclosure and Introduction:

Personal data relating to recommenders and prospective candidates is not disclosed to the Client unless and until:

- the individual applies for a role; or

- the individual has been informed of the introduction and such processing is carried out in accordance with applicable data protection law.

Where such application or introduction occurs, Sixley may disclose limited information regarding the recommender or referral chain associated with that application for the purpose of recruitment context and reward attribution.

Such disclosure is restricted to the minimum necessary and does not include access to broader platform data, network relationships, or historical activity.

2.4 Use of Recommender Information:

The Client shall use any recommender or referral-related information disclosed by Sixley solely for the specific recruitment process for which it was provided.

The Client shall not:

- use such information for unrelated outreach, sourcing, or marketing purposes;
- attempt to build independent records of Sixley's network or referral relationships; or
- contact recommenders outside the Sixley platform unless expressly permitted.

Nothing in this Agreement grants the Client access to Sixley's underlying network or platform data.

2.5 AI Processing:

AI-assisted features provided by Sixley are used as support tools only. The Client remains solely responsible for all recruitment decisions and any required human review.

Sixley does not use Client personal data to train general-purpose foundation models unless expressly agreed in writing.

3. Categories of Data Subjects & Data

- **Data Subjects:** Applicants, recommenders, talent-pool members, Client employees (recruiters/hiring managers).
- **Personal Data:** Name, email, phone, role/title, LinkedIn/profile data, referral metadata, CV/job history, job application data.
- **Special Category Data:** Sixley does not request special category data. If a Client collects such data, the Client is responsible for ensuring lawful basis and safeguards.

4. Sixley's Obligations as Processor

When acting as Processor, Sixley shall:

- Process personal data only on documented Client instructions.
- Ensure confidentiality and staff training.

- Implement appropriate technical and organisational measures (see Clause 7).
 - Assist the Client with Data Subject Rights requests.
 - Notify the Client of any personal data breach without undue delay and, where feasible, within 72 hours of becoming aware.
 - Delete or return Client-provided personal data at the end of the Agreement, unless retention is required by law.
 - Such processing shall also be subject to the data handling provisions set out in Sixley's Terms and Conditions.
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5. Sub-Processors

5.1 Client authorises Sixley to use vetted sub-processors. A full list is set out in **Annex 2**.

5.2 Sixley shall maintain an up-to-date list of sub-processors and notify the Client at least 30 days in advance of material changes.

5.3 Sixley remains liable for its sub-processors' acts and omissions.

6. International Transfers

6.1 Personal data will not be transferred outside the UK/EEA without appropriate safeguards, including the UK International Data Transfer Agreement and/or EU Standard Contractual Clauses with UK Addendum where required.

7. Security

Sixley implements industry-standard measures, including but not limited to:

- Encryption in transit and at rest.
 - Multi-factor authentication and access logging.
 - Role-based access controls across systems.
 - Regular vulnerability scanning and penetration testing.
 - Backups and disaster recovery.
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8. Retention & Deletion

8.1 Consistent with Sixley's Privacy Policy and T&Cs:

- Personal data of individuals who **did not take action** (e.g. ignored a referral email) will be anonymised after **12 months**.
- Personal data of individuals who **did take action** (e.g. applied, recommended, or otherwise interacted) will be anonymised after **6 years** from last action.

- Longer retention may apply where required by law or for establishment, exercise or defence of legal claims.
- 8.2 Sub-processor retention: Certain sub-processors (e.g. ElevenLabs) may store data for up to **365 days**; see Annex 2 for details.

9. Data Subject Rights & Assistance

Sixley will:

- Forward any data subject request relating to Client-controlled data to the Client without undue delay.
- Provide reasonable assistance to enable the Client to comply with Articles 12–23 UK/EU GDPR.

10. Audit Rights

Audits shall be limited to information necessary to demonstrate compliance and shall not require access to other customers' data or Sixley's core systems beyond what is reasonably required.

11. Liability

Liability under this DPA shall be subject to the limitations of liability in the Agreement.

Annex 1 – Processing Activities

Activity	Role	Purpose
Platform operation, security, maintenance	Controller	Running, securing and improving Sixley
Product analytics & reporting	Controller	Usage analysis, fraud/misuse prevention
ATS sync & recruiter directory outreach	Processor	Outreach and referrals on Client instructions
Managing referral provenance and rewards	Processor	Enabling Client hiring campaigns
AI-based summarisation & engagement	Mixed (Controller for operation of the Sixley platform; Processor for Client-provided datasets only)	Optional applicant summaries (with applicant review/consent) and engagement support

Annex 2 – Sub-Processor List

Vendor / Service	Description of Services	Categories of Data & Nature of Processing	Storage / Transit	Location	Notes
Microsoft Azure	Hosting & databases	All Sixley data	[S]	UK South	Primary hosting platform
Microsoft Power BI	Client dashboards (via Azure)	Staff, job, candidate data [T]	[T]	UK South	No storage outside Azure
Unified.to	ATS/HRIS integrations	Staff, job, candidate data [T]	[T]	US East	Pass-through, no storage
Mandrill (Mailchimp Transactional Email)	Bulk job/referral emails	Staff & candidate emails, job summaries [T]	[T]	Global	Instance controlled by platform rules
OpenAI (ChatGPT API)	Job categorisation; optional applicant summaries (reviewed/approved by applicant)	Job description text [T]; Applicant summary text [T]	[T]	UK South	Transient only; applicant controls sharing
ElevenLabs (AI Voice/Text Processing)	Optional AI agent (voice/text) Gemini 3.1 Flash Lite	Recruiter/recommender/candidate text & voice [S/T]	[S] ≤365d; [T]	US/EU	Optional feature; retention capped at 365 days

Signatures

Signed for and on behalf of **[Client Name]**

Name: _____

Title: _____

Date: _____

Signed for and on behalf of **Sixley Limited**

Name: _____

Title: _____

Date: _____