



ANNEX ++

Data Processing Agreement (“DPA”)

For the purposes of this Data Processing Agreement (hereinafter referred to as the "DPA"), terms starting with a capital letter are defined in accordance with the Contract or this Annex.

Article 1. Context and Purpose

The Client, the data controller (hereinafter referred to as “**Data Controller**”), has subscribed to one or more services from Partoo, under the General Terms and Conditions of Sale of Partoo (or T&C) or a specific contract (hereinafter collectively referred to as the “**Contract**”, whether it is the General Terms and Conditions, the T&C or a specific contract).

In this context, the Customer communicates the data of Users who will be required to connect to Partoo Applications, in order to enable Partoo to create access to said Applications.

Furthermore, depending on the services subscribed to, the Client may upload personal data to Partoo Applications on the servers hosting the Partoo Applications, it being specified that Partoo is not aware of the personal data that will be transmitted via the Partoo Applications at the initiative of the Client, which gives Partoo the status of data processor (hereinafter referred to as the “**Data Processor**”) in accordance with the guidance of the supervisory authorities.

The purpose of these clauses is to determine the conditions under which the Data Processor undertakes to carry out the personal data processing operations defined below on behalf of the Data Controller.

As part of their contractual relationship, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, the regulation (UE) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018 (hereinafter referred to as the “**General Data Protection Regulation**” or “**GDPR**”).

It is reminded that in the context of its commercial relationship with the Data Controller, Partoo is limited to providing access to the Partoo Applications and Services, and except for the Users whose data is processed for the purpose of providing the services, for other data it hosts, Partoo has no general obligation to monitor the content it hosts and, unless subscribing to a specific service, is therefore unaware if its clients are hosting personal data on the Services.

Article 2. Description of the processing being outsourced

The Data Processor is authorized to process Users’ personal data in order to provide access to Users and also to host and transmit on behalf of the Data Controller the personal data that the Data Controller chooses to upload as part of the Services.

The Data Processor is authorized to process Users' personal data in order to provide access to Users and also to host and transmit on behalf of the Data Controller, the personal data that the Data Controller chooses to upload as part of the Services.

The Users’ data processed are the contact details of said Users in order to enable them to access Partoo Applications (surname, name, and email address) and use the Services.

The nature of the operations carried out on the data involves their use for identifying the individuals who log into the platform on the one hand, and the hosting and transmission of the data uploaded by Users and third parties, including the Client's customers, who interact with the Services, on the other hand.

Apart from processing the personal data of employees for the purpose of providing the services, Partoo is limited to hosting and transmitting the data that may be communicated by the Data Controller or their contact person, if applicable, on the Partoo Applications.



The categories of data subjects are Users and persons who interact with the Data Controller via the Partoo Applications.

Article 3. Term of Contract

This DPA comes into effect upon the signing of this Contract by the Parties and remains in effect for the entire duration of the contractual relationship.

Article 4. Obligations of the Data Processor towards the Data Controller

The Data Processor undertakes to:

- i. Process the data solely for the purpose of the subcontracting, namely hosting the data, with the understanding that the Data Processor does not perform any actions on the Data Controller's personal data other than their hosting on its servers, whether these are production servers and/or backup servers, provided that the Data Controller has subscribed to the backup service in this latter case.
- ii. Process the data in accordance with the services subscribed to by the Client. If the Data Processor considers that an instruction constitutes a violation of the European Data Protection Regulation or any other provision of Union law or Member State law relating to data protection, it shall immediately inform the Data Controller. Furthermore, if the Data Processor is required to transfer data to a third country or an international organization by Union law or the law of the Member State to which it is subject, it must inform the Data Controller of this legal obligation before processing, unless the law in question prohibits such information on important grounds of public interest.
- iii. Guarantee the confidentiality of personal data processed under this contract (insofar as the Data Controller does not make its hosting accessible to unauthorized third parties and ensures that security measures allowing confidentiality are taken, since the customer has full access to the personal data hosted by Partoo).
- iv. Ensure that persons authorized to process personal data under this contract:
 - Commit to maintaining confidentiality or are subject to an appropriate legal obligation of confidentiality.
 - Receive the necessary training in the protection of personal data.
- v. Consider, with regard to its tools, products, applications, or services, the principles of data protection by design and by default.

Article 5. Sub-processing

The Data Processor may engage another processor (hereinafter referred to as the "**Sub-processor**") to carry out specific processing activities. In the event of any addition, removal, or other modification to the list of Sub-processors, Partoo will inform the Data Controller.

This information must clearly indicate the outsourced processed activities, the identity and contact information of the Sub-Processor. The Data Controller has a maximum of 15 days from the date of receipt of this information to submit any objections.

The sub-processing can only be carried out if the Data Controller has not raised an objection within the agreed period.

The Sub-processor must comply with the obligations of this DPA on behalf of and in accordance with the instructions of the Data Controller. It is responsibility of the Data Processor to ensure that the Sub-processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR and any other legislation applicable to the Contract.

If the Sub-processor fails to meet its obligations regarding data protection, the Data Processor remains fully responsible to the Data Controller for the performance by the Sub-processor of its obligations.

For the purposes of performing the services, Partoo requires AWS for the Partoo Applications hosting, and the servers are located in the European Union.

Article 6. Right of information of data subjects



It is responsibility of the Data Controller to provide information to data subjects concerned by processing operations at the time of the collection of data. The responsibility of Partoo cannot be held liable in this regard.

Article 7. Exercise of data subject rights

To the extent possible, the Data Processor must assist the Data Controller in fulfilling its obligation to respond to requests for the exercise of data subject rights: right of access, rectification, deletion, and objection, right to restrict the processing, right to data portability, and right not to be subject to an automated individual decision (including profiling).

When data subjects submit requests to exercise their rights to the Data Processor, the Data Processor must forward these requests upon receipt by email to the address provided by the Client at the time of the subscription to the services.

Article 8. Notification of personal data breaches

The Data Processor shall notify the Data Controller without undue delay upon Data Processor becoming aware of a personal data breach and by email to the address provided by the Client at the time of the subscription to the Services.

This notification shall be accompanied by all relevant documentation to allow the Data Controller, if necessary, to report this breach to the relevant control authority.

The notification shall contain at least:

- the description of the nature of the personal data breach, including, if possible, the category and approximate number of data subjects concerned by the data breach and the categories and the approximate number of personal data records concerned;
- the name and contact information of the Data Protection Officer or any other contact person who can provide additional information;
- the description of the likely consequences of the personal data breach;
- the description of the measures adopted or suggested by the Data Controller to remedy the personal data breach, including, if applicable, the measures to mitigate any potential negative consequences.

If, and to the extent that it is not possible to provide all this information at once, the information may be communicated in stages without undue delay.

The Data Controller handles communication with data subjects concerned by the personal data breach. It is reminded that the Data Processor is not aware of the personal data it hosts and that it is not therefore in a position to determine whether a personal data breach is likely to result in a high risk to the rights and freedom of a natural person.

Article 9. Assistance by the Data Processor in helping the Data Controller meet its obligations

The Data Processor will provide the Data Controller the relevant documentation in order to carry out data protection impact assessments by the latter, only with regard to the aspects for which the Data Processor is responsible, that is, for the Data Processor, data hosting.

The Data Processor shall help where possible and reasonable the Data Controller with the preliminary consultation with the control authority by providing the required documentation.

Article 10. Security measures

The Data Processor carries out the processing with technical and organizational measures that ensure an adequate level of security for the associated processing risk, in accordance with the provisions of Art. 32 of the GDPR.

These measures comprise data encryption, robust access control, regular security audits, and any other necessary measure to ensure the confidentiality, integrity and availability of the data. The Data Processor reserves the right to update and improve these security measures according to the regulatory requirements and the industry good practices.



To assess the appropriate level of security, the Data Processor takes into account the state of the art, the costs of implementation, as well as the nature, scope, context, and purpose of the processing, along with the risks to the data subjects.

Article 11. Data reversibility at the end of the Contract

Data reversibility at the end of the contractual relationship between Partoo and the Client is stipulated in the Contract.

Article 12. Data Protection Officer

The contact details of Partoo's DPO are as follows:

Clément Comoglio – clement.comoglio@partoo.fr

Article 13. Documentation

The Data Processor shall make available to the Data Controller the necessary information to demonstrate compliance with all its obligations and to enable audits, including inspections, by the Data Controller or another auditor appointed by the Data Controller, and contribute to these audits. In case of an audit, the following conditions must be met:

The audits provided for in this article can only be conducted under the following conditions:

- i. The audit must be requested by registered letter with acknowledgment of receipt, at least 30 calendar days before the desired date for the audit, and must state the reasons justifying the audit. If the audit can be conducted through the provision of documents, the Parties will prioritize an audit based on the presentation of documents ;
- ii. There can only be one (1) audit per year ;
- iii. If the Client decides to entrust the audit to a third party, the latter must:
 - not be a direct or indirect competitor of the Data Processor;
 - be strictly bound by professional confidentiality that will be submitted by Partoo before the audit is conducted;
 - in any event, Partoo can object to the choice of auditor, provided that reasonable justification is given; and
 - comply with all of Partoo's internal procedures.
- iv. The results of the audit cannot be made public and will remain strictly confidential;
- v. The Data Processor may present its observation before the definitive version of the audit report, and will have 30 days to do so, except if this timeframe is deemed insufficient, in which case it may request an additional 30 days by notifying via email;
- vi. The audit must not disturb Partoo's activities beyond what is strictly necessary;
- vii. The audit may only focus on Partoo's compliance with the provisions of this DPA;
- viii. The Client remains in any case fully responsible for the auditor, without being able to assert any limitation of liability against Partoo in the event of a breach by the said auditor; and
- ix. The audit shall not last more than one (1) day. Beyond that, Partoo may charge for the time spent by its teams on the audit at the rates that will be communicated to the Client at the time of the audit request or at any moment upon the Client's request.

Article 14. Obligations of the Data Controller towards the Data Processor

The Data Controller undertakes to:

- i. Document in writing all instructions regarding the processing of data by the Data Processor;
- ii. Ensure, prior to and throughout the duration of the processing, the compliance with the obligations set out by the applicable legislation by the Data Processor;
- iii. Supervise the processing carried out by the Data Processor in accordance with the Contract.

Article 15. Scope of the general data exchange terms



This DPA forms a single document with the Contract.

In this regard, all provisions of the Contract that are not amended or are not contradictory to the terms of this DPA remain fully applicable between the Parties. Particularly, the limitation of liability clause provided in the Contract (and particularly in article 10 of Partoo T&Cs when applicable) is fully applicable in the event of a breach of this DPA. In the event of any conflict between the provisions of the Contract and this DPA, this DPA shall prevail.

If any provision of this DPA is found to be null and void under an applicable legal rule or a final court decision, it shall be deemed unwritten, without affecting the validity of this DPA or altering the validity of its other provisions.