

Data Processing Agreement (DPA) - Decilio

This Data Processing Agreement (the “**DPA Agreement**“) reflects the parties’ agreement with respect to the Processing of Personal Data by us (the “**Data Processor**“). It forms part of the Terms of Service Agreement Services (the “**Agreement**“) and is effective upon its integration to the Agreement, which governs how you (the “**Company**“) use the Decilio services (the “**Service**“), together with all information, material, content, and resources associated with it.

1. Definitions

- 1.1. “The DPA Agreement” means this Data Processing Agreement and all Appendixes;
- 1.2. “Company Personal Data” means any Personal Data Processed by a Contracted Processor on behalf of the Company pursuant to or in connection with the Agreement;
- 1.3. “Contracted Processor” means a Subprocessor;
- 1.4. “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.5. “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.6. “GDPR” means EU General Data Protection Regulation 2016/679;
- 1.7. Data Transfer” means:
 - 1.7.1. a transfer of Company Personal Data from the Company to a Contracted Processor; or
 - 1.7.2. an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor;

- 1.8. “Services” means the Company’s use of the Decilio services, including but not limited to the creation of forms, the creation of selections and all associated activities and features provided by the platform.
- 1.9. “Subprocessor” means any individual appointed by or on behalf of the Data Processor to process Personal Data on behalf of the Company in connection with the Agreement.
- 1.10. The terms, “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Company Personal Data

- 2.1. The Data Processor shall:
 - 2.1.1. comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
 - 2.1.2. not Process Company Personal Data other than on the relevant Company’s documented instructions.
 - 2.1.3. The Company instructs the Data Processor to process Company Personal Data.

3. The Data Processor

- 3.1. The Data Processor shall take reasonable measures to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws in the context of that individual’s duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

- 4.1. The Data Processor shall in relation to the Company Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2. The Data Processor shall take account the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

- 5.1. The Data Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorised by the Company.

6. Data Subject Rights

- 6.1. Taking into account the nature of the Processing, the Data Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 6.2. The Data Processor shall:
 - 6.2.1. promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
 - 6.2.2. ensure that it does not respond to that request except on the documented instructions of Company or as required by Applicable Laws to which the Data Processor is subject, in which case the Data Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. Personal Data Breach

- 7.1. The Data Processor shall notify Company without undue delay upon the Data Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing the Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2. The Data Processor shall cooperate with the Company and take reasonable commercial steps as directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Data Protection Impact Assessment

- 8.1. The Data Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion of Company Personal Data

- 9.1. Subject to this section 9, the Data Processor, unless agreed otherwise, shall promptly and in any event within 30 business days of the date of cessation of any Services involving the Processing of Company Personal Data (the “Cessation Date”), delete all copies of those Company Personal Data.

10. Audit rights

- 10.1. Subject to this section 10, the Data Processor shall make available to the Company on request all information necessary to demonstrate compliance with this DPA Agreement, and shall allow for and contribute

to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.

- 10.2. Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

- 11.1. The Data Processor may not transfer or authorise the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this DPA Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. Governing Law and Jurisdiction

- 12.1. This DPA Agreement is governed by Swiss law.
- 12.2. Any dispute arising in connection with this DPA Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Vaud, subject to possible appeal to the Swiss Federal Supreme Court in Lausanne.