Data Processing Agreement

This Data Processing Addendum (hereinafter DPA) supplements the Terms of Service, entered into between Customer and Unifiedpost in relation to the processing of Personal Data.

1. Definitions

1.1. In this DPA, the following definitions shall have the following meaning:

“Annex”: an annex to this DPA, which forms an integral part thereof.

"Data Subject", **"Personal Data"**, **"Personal Data Breach"** and **"Processing"** shall have the same meanings as in the Data Protection Legislation. **"Processed"** and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

"DPA" This Data Processing Addendum, including the Annexes, in which the general rules are laid down with regard to the conditions pursuant to which Unifiedpost will perform the activities for the Processing of Personal Data on behalf of the Customer. The DPA shall be an integral part of the Agreement. This DPA will take effect as from Effective Date and shall continue to be in force and effect until the termination of the Agreement.

"Data Protection Legislation" means any legislation in force within the European Union on the protection of personal data, including Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter: GDPR) or any other local data protection legislation.

"Third Party" means any person or entity which is not a party to the Agreement, including any contractors (including Sub Processors).

"Services" means the services, functions, responsibilities and outputs to be provided and fulfilled by Unifiedpost under the Agreement.

"Sub Processor" means a Third Party engaged by Unifiedpost as sub-processor to provide the Services or any part of them.

2. DATA PROCESSING

2.1. Unifiedpost will Process Personal Data on behalf of the Customer in relation to the Services requested by Customer. In this respect the Customer determine the purposes and means of the Processing and expressly acknowledges and warrants that you have all necessary rights to provide the Personal Data to Unifiedpost, and that one or more lawful bases set forth in the Data Protection Legislation supports the lawfulness of the processing. Unifiedpost shall without undue delay inform the Customer if, in its our opinion, an instruction infringes this DPA, Data Protection Legislation or other EU or Member State data protection provisions.

2.2. Where Personal Data is Processed by Unifiedpost, its agents, Sub Processors or employees under or in connection with the Agreement, Unifiedpost shall, and shall procure that its agents, Sub Processors and employees shall:

a) only Process the Personal Data or disclose or permit the disclosure of the Personal Data to any Third Party:

i) in accordance with the instructions the Customer as stated in this DPA and Annex 1; or

ii) where required by EU or Member State law to which Unifiedpost is subject, in which case Unifiedpost shall inform the Customer of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest;

b) take reasonable measures to ensure that all employees, agents and Sub- Processors who may have

access to the Personal Data:

i) are informed of the confidential nature of the Personal Data; and

ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that apply with respect to (the Processing of) such Personal Data;

c) except where statutory guidance indicates that a Personal Data Breach is not required to be notified by Unifiedpost, notify the Customer without undue delay upon becoming aware of a Personal Data Breach and otherwise assist the Customer taking into account the nature of Processing and the information available to Unifiedpost, in meeting its obligations regarding the notification, investigation, mitigation and remediation of a Personal Data Breach under the Data Protection Legislation, without prejudice to Unifiedpost's right to charge the Customer for any reasonable costs for such assistance;

d) assist as reasonably requested by the Customer, to the extent necessary to enable the Customer to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data Processed by Unifiedpost under the Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, including by any regulator, subject to reasonable advance notice and without prejudice to Unifiedpost's right to charge the Customer for any reasonable costs for such assistance;

e) only authorise Sub- Processors to Process the Personal Data ("Sub-Processor") not reasonably objected to by the Customer, subject to:

i) informing the Customer of the identity of the proposed Sub-Processor. Unifiedpost will inform the Customer of all intended changes with regard to the addition or replacement of other Sub-Processors. Customer is entitled to give its written and motivated objections to such Sub- Processor within a period of five (5) days after such notification. In absence thereof, the Sub- Processor shall deemed to be accepted. In the event Customer provide Unifiedpost with a motivated objection, the parties will discuss these objections. In the even the Parties do not find a reasonable agreement, the Customer is entitled to terminate the Agreement and this DPA.; and

ii) including terms in the contract between Unifiedpost and the Sub-Processor which are the same as those set out in article 28 (3) of the GDPR or required by any other local data protection legislation; and

iii) Unifiedpost remaining liable to the Customer in accordance with the terms of the Agreement relating to liability, for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data;

f) cease Processing the Personal Data upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and, at the Customer's option, either (if technically possible) return or delete the Personal Data and any copies of it or of the information it contains unless the parties have agreed otherwise in the Agreement and without prejudice to any EU or Member State legal obligations for Unifiedpost to store or archive such Personal Data..

2.3. The nature and purpose of the Processing, type of personal data and categories of Personal Data to be Processed are further detailed in Annex 1.

2.4. The Customer hereby agrees that Unifiedpost, at the moment of entering into this Agreement, will engage with the Sub- Processors as detailed in Annex 1 for the Processing of Personal Data as stated in this DPA.

2.5. Unifiedpost can only be held liable for an infringement of this DPA that is directly attributable to them, or the provisions that apply directly to Unifiedpost on the basis of the applicable Data Protection Legislation insofar as the Customer has complied with its own obligations as set out in this DPA and the applicable Data Protection Legislation. The liability provision set out in the Agreement is fully applicable. In the event no limitation of liability was agreed in the Agreement, the liability that Unifiedpost may incur shall be limited to the value of the Agreement.

2.6. Upon reasonable request, Unifiedpost shall make available to the Customer all information necessary to demonstrate compliance with its obligations under Article 32 to 36 of the GDPR or any local data protection legislation, If such information is not sufficient and Unifiedpost is not able to give the Customer a sufficient

answer to your additional questions, the Customer is allowed to conduct or mandate another auditor to conduct an audit. Such third party auditor may be refused by Unifiedpost if this is a competitor of Unifiedpost or if there is a conflict of interest with this mandated auditor. The audit may be conducted for the purpose of verifying the compliance with its obligations under this DPA and shall be without prejudice to Unifiedpost's right to charge the Customer any costs for such assistance. An audit may not take place more than once per contract year and must be notified at least 60 days in advance. All audit costs are exclusively borne by the Customer. Unifiedpost may limit the access of the Customer to the premises of Unifiedpost to a space provided by Unifiedpost and the auditor may not copy or delete documents from Unifiedpost without the prior approval and consent of Unifiedpost. The Customer shall guarantee that the audit is carried out in such a way that the inconvenience for Unifiedpost is kept to a minimum. The Customer will impose sufficient confidentiality obligations on its auditors. In addition, Unifiedpost has the right to require the auditors to sign a non-disclosure agreement before the start of the audit. In all cases, it is essential to protect the confidential information of Unifiedpost. The Customer must, or will request that its external auditors, send a draft version of the audit report to Unifiedpost. Unifiedpost has the right to submit its comments within a timeframe as agreed between the Parties. The auditor shall take the comments of Unifiedpost into account.

2.7. Taking into account the state of the art, the costs of implementation and 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, each Party shall implement the measures stated in article 32 of the GDPR or any other local data protection legislation and ensure that its agents, Sub Processors and employees implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data. Unifiedpost shall take steps to ensure that any natural person acting under its authority who has access to personal data does not process them except on instructions from the Customer, unless he or she is required to do so by EU or Member State law.

2.8. Any transfer of Personal Data to a third country or international organisation may only take place in accordance with the principles set out in the applicable Data Protection Legislation and this DPA. The Customer grants Unifiedpost permission to transfer Personal Data to a third country or to an international organisation, as set out in the Annex 1. Any change or addition to the list as stated in the Annex 1, as proposed or required by Unifiedpost, will be communicated to the Customer before such transfer takes place. The Customer has the right to object to such transfer within five (5) days of notification of the change. The Parties agree on whether or not to proceed with the transfer and the consequences thereof for the provision of the Services in terms of scope, timing and budget.

If you are located in the EU the following should apply:

Any transfer to a third country or international organisation can take place on the following grounds:

a) An adequacy decision by the Commission;

b) Appropriate safeguards, including the availability of enforceable rights of Data Subjects and effective legal means. Appropriate safeguards must be adhered to in the following cases: (i) binding corporate rules; (ii) standard data protection clauses adopted by the Commission or by a Supervisory Authority and approved by the Commission; or (iii) an approved code of conduct or an approved certification mechanism.

If you are located outside the EU, similar restrictions may apply.

2.9. If there is new guidance or a change in the Data Protection Legislation or case law that renders all or part of the Services illegal, Unifiedpost may terminate the Agreement unless the Parties reach agreement to change the Services whereby the Services are no longer illegal.

2.10. This DPA is governed by the law of the Principal Agreement.

2.11. All Disputes arising from of related to this DPA shall be settled by the competent court determined in the Agreement.

2.12. If a provision of this DPA is proven to be invalid or unenforceable in whole or in part, it will be regarded as severable (insofar as it is invalid or unenforceable) and the validity of the other provisions of this DPA and the remainder of the provisions in question will remain unaffected. If the invalid provision is of fundamental

importance for achieving the goal of this DPA, the Parties shall negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision or otherwise change this DPA to achieve its purpose.

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex1 includes further information relating to the processing activities, in addition to the information already provided in the Agreement.

1. **The subject-matter of the Processing of Personal Data**

Personal Data may be processed for the performance the Services set out in the Agreement

2. **The nature and purpose of the Processing of Personal Data**

Personal Data may be processed for the following purpose: (i) Service Delivery and Customer Support and (ii) General Product, Service and Network Management.

3. **The categories of Data Subjects**

the personal data concern the following categories of Data Subjects:

a. applicants and (ex) personnel

a. (potential)/ (ex) clients and customers

b. (potential)/ (ex) suppliers

4. **The processing activities concerning the following categories of Personal Data:**

4.1. The Personal Data concerns the following ordinary categories of data

Categories of Personal Data	Personal Data
Identification data. Examples are surname, first name, age, gender, date of birth, electronic identification data (such as IP address, cookies), license plate.	First name, surname, e-mail
Contact data. Examples are address, telephone number, email address.	Address, e-mail, telephone number
Financial identification data. Examples are bank account number, card number, PIN code.	Bank account numbers for incoming and outgoing payments
Any other category	Personal Data included in the documents which are uploaded via the Services (*e.g.* documents related to mortgages, rent, insurance or other financial related documents)

4.2. The Personal Data concern the following special categories of data: N/A

5. **Sub- Processors**

The addition or removal of a Sub- Processor will not negatively affect the level of security within the agreement to less that which existed at the time of the signing of the DPA.

Sub-processor	**Purposes**	**Data location/Data transfer outside the EEA?**
AWS if you have your registered office in Belgium, the Netherlands and Serbia	Hosting	Ireland

OBS if you have your registered office in France	Hosting	France
GCP if you have your registered office in Switzerland in Asia in other countries	Hosting	Switzerland Singapore Belgium
Mailgun	Email management	Germany
DigitalOcean	Web services	Amsterdam
Unifiedpost Payments (only if you use our payments services	Payments services	Belgium

6. Transfer(s) of Personal Data

6.1. Personal Data are transferred to the following third countries: N/A