Dexi Aps
Data Processing Addendum

This Data Processing Addendum ("Addendum") forms part of the Terms of Service, Developer Platform Agreement or other written agreement entered into between Dexi Aps ("dexi.io") and you that incorporates this Addendum by reference (the "Agreement"), and governs the Processing of Personal Information by dexi.io in providing its task automation service (the "Service") pursuant to the Agreement. If you would like to complete a countersigned copy of this Addendum for your records, the following are the instructions for completing such a copy:

1. This Addendum consists of two parts: the main body of the Addendum, and Exhibit A (including all Appendices thereof).

2. This Addendum has been pre-signed on behalf of dexi.io. The Standard Contractual Clauses in Exhibit A have been pre-signed by dexi.io as the data importer.

3. To complete a countersigned copy of this Addendum, you must:

   ○ Complete the information in the signature box and sign this Addendum below.
   ○ Complete the information required in Exhibit A of this Addendum as the data exporter.
   ○ Send the completed and signed Addendum by email to dexi.io, info@dexi.io.

1. **Definitions**

   1.1. "Data Subject" means any individual about whom Personal Information may be Processed under this Addendum.

   1.2. "Data Protection Legislation" means the GDPR (as defined below), together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time.

   1.3. "GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

   1.4. "Personal Information" means personal data (as defined under the Data Protection Legislation) that are subject to the Data Protection Legislation and that you authorize dexi.io to collect in connection with dexi.io's provision of the Service under the Agreement.

   1.5. "Process" or "Processing" means any operation or set of operations performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or

otherwise making available, alignment or combination, restriction, erasure, or destruction of Personal Information.

1.6. "Security Incident" means a breach of security of the Service or dexi.io's systems used to Process Personal Information leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed by dexi.io in the context of this Addendum.

1.7. "Sensitive Information" means Personal Information revealing a Data Subject's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data, sex life or sexual orientation.

2. **Limitations on Use.** dexi.io will Process Personal Information solely on your behalf and in accordance with the Agreement, this Addendum and any other documented instructions from you (whether in written or electronic form), or as otherwise required by applicable law. dexi.io is hereby instructed to Process Personal Information to the extent necessary to enable dexi.io to provide the Service in accordance with the Agreement. In case dexi.io cannot process Personal Information in accordance with your instructions due to a legal requirement under any European Union or Member State law to which dexi.io is subject, dexi.io shall (i) promptly notify you in writing (including by e-mail) of such legal requirement before carrying out the relevant Processing, to the extent permitted by the applicable law; and (ii) cease all Processing (other than merely storing and maintaining the security of the affected Personal Information) until such time as you provides dexi.io with new instructions. you will be responsible for providing any necessary notices to, and obtaining any necessary consents from, Data Subjects whose Personal Information is provided by you to dexi.io for Processing pursuant to this Addendum. You acknowledge that the Service are not intended or designed for the Processing of Sensitive Information, and you agree not to provide any Sensitive Information through the Service.

3. **Security.** dexi.io shall implement, and maintain throughout the term of the Addendum at all times in accordance with then current good industry practice, appropriate technical and organizational measures to protect Personal Information in accordance with Article 32 of the GDPR. On request, dexi.io shall provide you with a written description of the security measures being taken. The Service provides reasonable technical and organizational measures that have been designed, taking into account the nature of its Processing, to assist you in securing Personal Information Processed by dexi.io. dexi.io will also assist you with conducting any legally required data protection impact assessments (including subsequent consultation with a supervisory authority), if so required by the Data Protection Legislation, taking into account the nature of Processing and the information available to dexi.io. dexi.io may charge a reasonable fee for any such assistance, as permitted by applicable law.

4. **Data Subject Requests**. You are responsible for handling any requests or complaints from Data Subjects with respect to their Personal Information Processed by dexi.io under this Addendum. dexi.io will notify you promptly and in any event no less than fifteen (15) business days' notice, unless prohibited by applicable law, if dexi.io receives any such requests or complaints. The Service include technical and organizational measures that have been designed, taking into account the nature of its Processing, to assist customers, insofar as this is possible, in fulfilling their obligations to respond to such requests or complaints.

5. **Regulatory Investigations.** At your request, dexi.io will assist you in the event of an investigation by a competent regulator, including a data protection regulator or similar authority, if and to the extent that such investigation relates to the Processing of Personal Information by dexi.io on your behalf in accordance with this Addendum. dexi.io may charge a reasonable fee for such requested assistance except where such investigation arises from a breach by dexi.io of the Agreement or this Addendum, to the extent permitted by applicable law.

6. **Security Incident.** In the event that dexi.io becomes aware of a Security Incident, dexi.io will notify you promptly and in any event no later than forty-eight (48) hours after dexi.io discovers the Security Incident. In the event of such a Security Incident, dexi.io shall provide you with a detailed description of the Security Incident and the type of Personal Information concerned, unless otherwise prohibited by law or otherwise instructed by a law enforcement or supervisory authority. Following such notification, dexi.io will take reasonable steps to mitigate the effects of the Security Incident and to minimize any damage resulting from the Security Incident. At your request, dexi.io will provide reasonable assistance and cooperation with respect to any notifications that you are legally required to send to affected Data Subjects and regulators. dexi.io may charge a reasonable fee for such requested assistance.

7. **Sub-Processors.** You agree that dexi.io may disclose Personal Information to its subcontractors for purposes of providing the Service ("**Sub-Processors**"), provided that dexi.io (i) shall enter into an agreement with its Sub-Processors that imposes on the Sub-Processors obligations regarding the Processing of Personal Information that are at least as protective of Personal Information as those that apply to dexi.io hereunder, including requiring the Sub-Processors to only process Personal Information to the extent required to perform the obligations sub-contracted to them, and (ii) shall remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Sub-Processors. dexi.io's current list of Subprocessors is located at https://dexi.io/help/gdpr/. dexi.io will inform you of any intended changes concerning the addition or replacement of Sub-Processors and you will have an opportunity to object to such changes on reasonable grounds within ten (10) business days after being notified of the engagement of the Sub-Processor. If you object to a new Sub-processor, as permitted in the preceding sentence, dexi.io will use reasonable efforts to make available to you a change in the Service or recommend a commercially reasonable change to your configuration or use of the Service to avoid Processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening you. If dexi.io is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate the component of the Service which cannot be provided by dexi.io without the use of the objected-to new Sub-processor by providing written notice to the other party. dexi.io will refund you any prepaid fees covering the remainder of the term of your subscription following the effective date of termination with respect to such terminated component of the Service, without imposing a penalty for such termination on you.

8. **Information**. dexi.io shall make available to you all information necessary to demonstrate compliance with the obligations laid down in this Addendum and allow for and contribute to audits, including inspections, conducted by you or an auditor mandated by you. dexi.io shall immediately inform you if, in its opinion, an instruction infringes the Data Protection Legislation.

9. **Return or Disposal.** Upon termination of your User Account for any reason, dexi.io will return or destroy Personal Information at your request and choice.

dexi.io

The parties' authorized signatories have duly executed this Addendum:

dexi.io:

By:

Name: …………………………………

Title: …………………………………

You: …………………………………

By:

Your Legal Name : …………………………………

Name of Signatory: …………………………………

Title of Signatory: …………………………………

(if applicable):

Date: …………………………………

Exhibit A

EUROPEAN COMMISSION

EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

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Commission Decision C(2010)593 Standard Contractual Clauses (processors)
For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:
Address:
Tel.:
E-mail:

Other information needed to identify the organisation:

……………………………………………………………
(the data **exporter**)

And
Name of the data importing organisation: dexi.io, Inc.
Address: Bredgade 36C, 2. Floor - 1260 Copenhagen, Denmark
Email: info@dexi.io
Other information needed to identify the organisation:
Not applicable.

……………………………………………………………
(the data **importer**) each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:

a. *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

b. '*the data exporter'* means the controller who transfers the personal data;

c. *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

d. *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

e. '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

f. *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

b. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

c. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

e. that it will ensure compliance with the security measures;

f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

g. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

i. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

j. that it will ensure compliance with Clause 4(A) to (I).

Clause 5
Obligations of the data importer

The data importer agrees and warrants:
a.   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
b.   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
c.   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
d.   that it will promptly notify the data exporter about:

i.   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
ii.   any accidental or unauthorised access, and
iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
e.   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
f.   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
g.   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
h.   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
i.   that the processing services by the subprocessor will be carried out in accordance with Clause 11;
j.   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
    1. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
    2. to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9
Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10
Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11
Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[1]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

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[1] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12
Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

dexi.io

On behalf of the data exporter:
Name (written out in full):
Position:
Address:
Other information necessary in order for the contract to be binding (if any):

Signature……………………………………….

(stamp of organisation)

On behalf of the data importer:
Name (written out in full):
Position: CEO, CTO, Founder of Dexi
Address: Address: Bredgade 36C, 2. Floor - 1260 Copenhagen, Denmark
Other information necessary in order for the contract to be binding (if any): Not applicable.

Signature……………………………………….

(stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.
The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is the legal entity that has executed the Standard Contractual Clauses as a Data Exporter.

Data importer
The data importer is (please specify briefly activities relevant to the transfer):

dexi.io, Inc. is a provider of a web-based, application integration and data linking service which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Information to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Information relating to the following categories of data subjects:

First and Last Name, Billing Address, Credit Card Information, IP Address, API Key, Access Token, User Identifiers, Password, Integration Configuration, API Logs, Cookies

Categories of data
The personal data transferred concern the following categories of data (please specify):

First and Last Name, Billing Address, Credit Card Information, IP Address, API Key, Access Token, User Identifiers, Password, Integration Configuration, API Logs, Cookies

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):
Not applicable.

Processing operations
The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of the Service pursuant to the Agreement.

DATA EXPORTER

Name: ………………………………………………….

Authorised Signature: …………………………………….

DATA IMPORTER

Name: ………………………………………………….

Authorised Signature: …………………………………….

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. **Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Information uploaded to the Service, as described in https://dexi.io/help/data-privacy/. Data Importer will not materially decrease the overall security of the Service during a subscription term