DATA PROCESSING AGREEMENT

1. Introduction

The purpose of the Data Protection Agreement (hereinafter the "Agreement") is to govern the use of personal data of customers (hereinafter the "Customer") of Digitrips Tech-Koedia SAS (hereinafter the "Subcontractor") using one of its services (hereinafter the "Service").

2. Definitions

All terms relating to the applicable personal data protection regulations used in the Agreement are defined in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter « **GDPR** »).

3. Role of the Parties

Under the Agreement, the Client acts as the data controller and the Processor acts as the data processor within the meaning of Article 28 of the GDPR (hereinafter, together, the « **Parties** »).

4. Contract documents and duration

The Agreement, which is an indivisible appendix to the contract signed between the Client and the Processor for the use of the Service (hereinafter the « **Contract** »), shall apply for the entire duration of the existing contractual relationship between the Parties.

In the event of any contradiction between the Contract concluded for the use of the Service and the Agreement, the obligations set out in the Agreement shall take precedence over the Contract with regard to the applicable data protection rules.

5. Declarations and commitments

The Processor declares that it complies with all the rules applicable to the protection of personal data and presents all the guarantees required to meet the requirements of the GDPR in the context of the provision of the Service.

The Processor declares that all internal or external staff who are required to process the Client's personal data are bound by a confidentiality clause, an information systems charter or any other binding legal document and receive regular training and awareness sessions.

The Processor declares that the Service has been created in compliance with the rules of "Privacy by design" and "Privacy by default" and therefore that the Service is accompanied by functionalities enabling the Client to comply with its obligations as data controller.

6. Documented instructions

The Processor undertakes to use the Client's personal data in connection with the use of the Service only on the Client's documented instructions.

The list of treatments carried out is detailed in the appendix or provided on request by the Client.

7. Security

The Processor undertakes to guarantee the security of the Client's personal data and to implement all the technical and organisational measures necessary for its Service.

All the technical and organisational security measures are detailed in the appendix hereto or are supplied on request by the Client.

8. Personal data breach

The Processor undertakes to notify the Client, in accordance with the obligations set out in Article 33 of the GDPR, as soon as possible after becoming aware of any personal data breach that may affect the Client's personal data.

The Processor undertakes to communicate, as soon as possible after becoming aware of it, all the necessary and required information in its possession to reduce the effects of the personal data breach suffered and to enable the Client to take the appropriate safeguarding and protection measures.

Unless the Parties agree otherwise, the Processor is not authorised to take charge of notifications of personal data breaches to the relevant supervisory authority and to inform, on behalf of the Client, the persons concerned by the processing carried out under the Contract.
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9. Informing the persons concerned

The Subcontractor shall communicate to the Distributor, upon written request, all the necessary and required information on the technical and organisational security measures to be implemented to guarantee the security of its personal data.

The Subcontractor shall communicate to the Distributor, upon written request, all the information necessary and required to ensure the performance of an impact assessment ("DPIA").

The Subcontractor undertakes to notify the Distributor, as soon as possible after becoming aware of it, of any request for rights to the Distributor.

The Subcontractor shall communicate to the Distributor, upon written request, all the information necessary and required for the Distributor to be able to fulfil its obligation to comply with the requests of the persons concerned.

The Subcontractor shall, upon written request of the Distributor, carry out the actions to be taken in order for the Distributor to fulfil its obligation to comply with the requests of the persons concerned.

10. Responsibility

The Subcontractor is never responsible for the use that does not comply with the applicable rules on the protection of personal data carried out by the Distributor using the Service.

The Processor is not obligated to handle the rights claims of individuals in the place of and on behalf of the Distributor. Any additional request to ensure such management may be refused and, possibly, an additional service for a fee.

The Subcontractor is not required to ensure or audit the security of the Distributor or to carry out the IAPD in place of and on behalf of the Distributor. Any request in addition to the communication of information may be refused and, possibly, an additional service for a fee.

11. Sub-processors

The Distributor agrees that the Subprocessor may engage subprocessors ("**STUs**") in connection with the performance of the Agreement provided that it informs the Distributor by any means of any changes to such STUs occurring during the

performance of the Agreement and remains responsible for the actions of the Subprocessor under the Agreement.

The Subcontractor undertakes to recruit only STUs who present the necessary and sufficient guarantees to ensure the security and confidentiality of the Distributor's personal data.

The Subprocessor undertakes to control its STUs and that the contract with the STU used in connection with the service contains obligations similar to those provided for in the Agreement.

The Distributor may raise objections by registered letter with acknowledgement of receipt i) if the STU is one of its competitors, ii) if the Distributor and the STU are in a pre-litigation or litigation situation, and iii) if the STU has been convicted by a data protection supervisory authority in the year of its recruitment.

The Processor has a period of 6 months from receipt of the objection to modify the STU.

12. Fate of personal data

The Processor deletes the Distributor's personal data at the end of the performance period of the Contract concluded in connection with the use of the Service and agrees that the Processor anonymizes, where technically possible, its personal data for statistical purposes.

The Processor certifies to the Distributor, upon written request, the effective deletion of its personal data and all existing copies.

The Distributor must retrieve its personal data before the end of the Agreement. Otherwise, the Distributor can no longer recover his personal data, the deletion of the personal data being irreversible.

The Distributor remains solely responsible for the loss of his/her personal data as a result of the deletion of the data occurring at the end of the Agreement.

13. Audits

The Distributor has the right to carry out an audit in the form of a written questionnaire once a year to verify compliance with this Agreement. The questionnaire has the force of a sworn commitment that binds the Subcontractor.

The questionnaire may be sent in any form to the Subcontractor, who undertakes to respond to it within a maximum period of two months from its receipt.

Distributor also has the right to conduct an audit at Processor's premises, at its own expense, once a year only in the event of a data breach or proven and demonstrated breach of applicable data protection rules and this Agreement.

An audit at the Processor's premises may be conducted either by the Distributor or by an independent third party designated by the Distributor and must be notified in writing to the Processor at least thirty (30) days prior to the completion of the audit.

The Processor has the right to refuse the choice of the independent third party if the latter is i) a competitor or ii) in pre-litigation or litigation with it. In this case, the Distributor undertakes to choose a new independent third party to carry out the audit.

The Processor may deny access to certain areas for privacy or security reasons. In this case, the Processor shall carry out the audit in these areas at its own expense and communicate the results to the Distributor.

In the event of any deviation found during the audit, the Processor undertakes to implement, without delay, the measures necessary to comply with this Agreement.

14. Data transfers outside the European Union

The Processor undertakes to make every effort not to transfer any personal data of the Distributor outside the European Union or not to recruit any STU located outside the European Union. Nevertheless, should such transfers prove necessary in connection with the Service, the Subcontractor undertakes to implement all the mechanisms required to govern such transfers, such as, in particular, entering into the standard data protection clauses ("SDPC") adopted by the European Commission.

15. Cooperation with supervisory authorities

When it concerns the processing implemented within the framework of the Agreement, the Subcontractor undertakes to provide, upon request, all the information necessary for the Distributor to cooperate with the competent supervisory authority.

16. Contact

The Distributor and the Subprocessor each designate a contact person in charge of this Agreement who will be the recipient of the various notices and communications to be made within the framework of the Agreement.

The Subcontractor informs the Distributor that it has appointed Dipeeo SAS as Data Protection Officer, which can be contacted at the following contact details:
- Email address: dpo@digitrips.com
- Postal address: Dipeeo SAS, 95 avenue du Président Wilson, 93100 Montreuil, France
- Phone number: 01 59 06 81 85

17. Revision

The Processor reserves the right to modify this Agreement in the event of changes in the rules applicable to the protection of personal data that would have the effect of modifying one of its provisions.

18. Applicable law and jurisdiction

This Agreement is subject to French law. Any dispute relating to the performance of this Agreement shall be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Court of Appeal of the place of domicile of the Subprocessor.

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