INTERCOMPANY AGREEMENT FOR TRANSFER OF DATA BETWEEN PLAT4MATION ENTITIES

2023-11-30

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This Agreement is made on 21 August 2021 **between** the parties set out in Annex I as amended from time to time (collectively, "**Plat4mation**").

Whereas:

(A) As a provider of services related to the ServiceNow platform with an international reach, Plat4mation is committed to ensuring the safety and security of the personal data of its growing network of international customers.

(B) By entering into this Agreement, Plat4mation will ensure that adequate safeguards are in place with respect to the protection of its customer's personal data when transferred by Data Disclosers to Data Receivers.

(C) In particular, a Plat4mation Entity will enter into the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Commission Implementing Decision (EU) 2021/914 of 4 June 2021) as attached to and incorporated into this Agreement ("Standard Contractual Clauses");

(D) To ensure compliance with the standard contractual clauses across Plat4mation's global business, the law governing Sections B, C and D of this Agreement will be determined by reference to the country in which the Data Discloser of the Personal Data is established.

Now it is hereby agreed as follows:

1. DEFINITIONS

1.1 Unless expressly stated to the contrary or where the context requires otherwise, the following terms shall have the following meanings for the purposes of this Agreement:

"**Personal Data**", "**Special Categories of Data/Sensitive Data**", "**Process/Processing**", "**Controller**", "**Processor**", "**Data Subject**", and "**Supervisory Authority**" shall have the same meaning as in the GDPR;

"**Applicable Data Protection Law**" shall mean: (i) the GDPR and any implementing local law; and (ii) any equivalent legislation in any jurisdiction in which a Plat4mation Affiliate is established, each as amended, consolidated, restated or re-enacted from time to time;

"**Data Discloser**" shall mean the Plat4mation Entity who transfers the Personal Data to another Plat4mation Entity;

"**Data Receiver**" shall mean the Plat4mation Entity who agrees to receive from the Data Discloser Personal Data for further Processing in accordance with the terms of Section B (Transfers between Data Controllers) or Section C (Transfers from a Data Controller to a Data Processor) of this Agreement;

"**GDPR**" means Regulation 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;

"**Member State**" means the member states of the European Union from time to time;

"**Plat4mation Entity**" means a party to this Agreement as set out in Annex I (Parties to this Agreement) from time to time and "**Plat4mation Entities**" means the collective parties to this Agreement as listed in Annex I (Parties to this Agreement) from time to time;

"**Relevant Data Export**" means:

(A) a transfer of Personal Data:
  (i) from a Plat4mation Entity which is subject to Applicable Data Protection Law in respect of that Personal Data;
  (ii) to another Plat4mation Entity that is in a territory which (but for the operation of this Agreement) does not offer an adequate level of protection as required by Applicable Data Protection Law; and
  (iii) which is not subject to any of the permitted derogations or conditions contained in Applicable Data Protection Law; and

(B) the onward transfer of Personal Data transferred to a Plat4mation Entity pursuant to (A) by that Plat4mation Entity to a territory which (but for the operation of this Agreement) does not offer an adequate level of protection as required by Applicable Data Protection Law and which is not subject to any of the permitted derogations or conditions contained in Applicable Data Protection Law;

"**Services**" shall mean the services provided by Plat4mation to its end-customers in relation to the ServiceNow platform, such as but not limited to, consulting services, software and application development services and secondment services;

"**Technical and Organizational Security Measures**" shall mean the technical and organizational security measures set out in Annex III.

1.2 References to a statutory provision include any subordinate legislation made from time to time under that provision.

1.3 References to this Agreement include the Schedules and Annexes.

1.4 Headings shall be ignored in construing this Agreement.

1.5 If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

1.6 The words "include", "includes" and "including" and any succeeding words shall be construed without limitation to the generality of any preceding words or concepts.

1.7 If there is any inconsistency between the Clauses and Schedules to this Agreement the Clauses shall take precedence.

SECTION A – SCOPE OF THIS AGREEMENT

2. GENERAL

2.1. This Agreement governs the transfer of Personal Data between Plat4mation Entities. This Agreement is divided into the following sections:
   (a) This Section A (Scope of this Agreement) provides a general overview of this Agreement;
   (b) Section B (Transfers between Controllers) sets forth the terms governing any transfer (including a Relevant Data Export) from a Plat4mation Entity acting as an entity which alone or jointly with others determines the purposes and means of the processing of the relevant Personal Data, to another Plat4mation Entity who is also acting as a Controller;
   (c) Section C (Transfers from a Data Controller to a Data Processor) sets forth the terms governing any transfer (including a Relevant Data Export) from a Plat4mation Entity acting as an entity which alone or jointly with others determines the purposes and means of the processing of the relevant Personal Data, to another Plat4mation Entity who is acting as a Processor on that Controller's behalf;
   (d) Section D (Transfers from a Data Processor to a Sub-Processor) sets forth the terms governing the transfer (including a Relevant Data Export) from a Plat4mation Entity acting as Data Processor to another Plat4mation Entity acting as its sub-processor.

2.2 The terms of this Agreement apply as between any Plat4mation Entity which is party to this Agreement in its capacity as Data Discloser and any Plat4mation Entity which is a party to this Agreement in its capacity as Data Receiver in relation to each transfer of Personal Data. Any Plat4mation Entity which is a party to this Agreement may be Data Discloser and/or Data Receiver.

2.3 The Data Receivers have also entered into this Agreement to ensure that where a Data Receiver (i) receives personal data from any Data Discloser and onward transfers such personal data to another Data Receiver; or (ii) receives personal data from another Data Receiver which has been onward transferred, that Data Receiver is subject to contractual obligations to ensure such personal data is protected and to ensure compliance with this Agreement.

SECTION B –TRANSFERS BETWEEN DATA CONTROLLERS

3. APPLICATION OF THIS SECTION B

3.1. The parties agree that this Section B applies in each case and only where Personal Data is transferred from a Plat4mation Entity acting as Controller to a Plat4mation Entity acting as Controller.

3.2. The details of the transfers (as well as the Personal Data) covered by this Section B are specified in Annex II which form an integral part of this Section B.

3.3. In the case of a Relevant Data Export outside of the EEA, Section 7 shall govern the terms of the transfer and Sections 4, 5 and 6 shall not apply.

4. OBLIGATIONS OF BOTH PARTIES

4.1. Both the Data Discloser and Data Receiver:
   (a) shall ensure that it processes the Personal Data fairly and lawfully; and
   (b) will:
      (i)   provide reasonable assistance as necessary to the other to enable them to comply with subject access requests and to respond to any other queries or complaints from Data Subjects
      (ii) carry out any reasonable request from the other to amend, transfer or delete any Personal Data (to the extent applicable);
      (iii) notify the other promptly about any enquiries from the relevant Supervisory Authority in relation to the Personal Data and cooperate promptly and thoroughly with such Supervisory Authority, to the extent required under Applicable Data Protection Law; and

(iv) notify Data Discloser promptly about any legally binding request for disclosure of 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;

5. OBLIGATIONS OF THE DATA DISCLOSER

5.1. The Data Discloser warrants and undertakes that:
(a) the Personal Data have been collected, Processed, and transferred in accordance with the laws applicable to the Data Discloser;
(b) it has used reasonable efforts to determine that the Data Receiver is able to satisfy its legal obligations under this Section B;
(c) the Data Discloser shall provide a copy of this Section B to the Supervisory Authority where required.

6. OBLIGATIONS OF THE DATA RECEIVER

6.1. The Data Receiver warrants and undertakes that:
(a) it will have in place appropriate Technical and Organizational Security Measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the Processing and the nature of the data to be protected;
(b) it will have in place procedures so that any third-party it authorizes to have access to the Personal Data, including Processors, will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Data Receiver, including a Data Processor, shall be obligated to Process the Personal Data only on instructions from the Data Receiver. This provision does not apply to persons authorized or required by law or regulation to have access to the Personal Data;
(c) it has no reason to believe, at the time of entering into this Section B, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under this Section B, and it will inform the Data Discloser (which will pass such notification on to the Supervisory Authority where required) if it becomes aware of any such laws;
(d) it will Process the Personal Data for purposes described in paragraph 4 of Annex II (Description of Transfer), and has the legal authority to give the warranties and fulfil the undertakings set out in this Section B;
(e) it will process the Personal Data in accordance with data protection laws of the country in which the Data Discloser is established.

7. TRANSFERS OUTSIDE OF THE EUROPEAN ECONOMIC AREA

7.1. If the Data Receiver is located outside of the European Economic Area, the Relevant Data Export shall be carried out in accordance with, and will be subject to, the Standard Contractual Clauses set out in Schedule A, and the provisions of Annex II which together will form contractual terms between that Data Discloser and the applicable Data Receiver for that particular transfer of Personal Data and in relation to any onward transfer of the Personal Data by that Data Receiver to another Data Receiver, the receiving Data Receiver shall comply with the Data Receiver obligations set out in the Standard Contractual Clauses set out in Schedule A in respect of that Personal Data.

SECTION C –TRANSFERS FROM A DATA CONTROLLER TO A DATA PROCESSOR

8. APPLICATION OF THIS SECTION C

8.1. The parties agree that this Section C applies in each case and only where Personal Data is transferred from a Plat4mation Entity acting as Controller to a Plat4mation Entity acting as Processor.

8.2. The details of the transfers (as well as the Personal Data) covered by this Section C are specified in Annex II which form an integral part of this Section C.

8.3. In the case of a Relevant Data Export outside of the EEA, Section 11 shall govern the terms of the transfer and Sections 9 and 10 shall not apply.

9. OBLIGATIONS OF THE DATA DISCLOSER

9.1. The Data Discloser agrees and warrants 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 Applicable Data Protection Law (and, where applicable, has been notified to the relevant authorities of the country in which the Data Discloser is established).

10. OBLIGATIONS OF THE DATA RECEIVER

10.1. The Data Receiver agrees and warrants:
   (a) to Process the Personal Data only on documented instructions of the Data Discloser and in compliance with this Agreement; if he cannot provide such compliance for whatever reasons, he agrees to inform promptly the Data Discloser of his inability to comply, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which Data Receiver is subject. In such case, Data Receiver will inform Data Discloser of that legal requirement before processing unless that law prohibits such information on important grounds of public interest;
   (b) ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
   (c) take all Technical and Organizational Security Measures required in accordance with good industry practice and by Applicable Data Protection Law relating to data security (including pursuant to Article 32 of the GDPR);
   (d) taking into account the nature of the Processing, assist Data Discloser by appropriate Technical and Organizational Security Measures, insofar as this is possible, for the fulfilment of Data Discloser's obligation to respond to requests for exercising the Data Subject's rights laid down in Applicable Data Protection Law;
   (e) assist Data Discloser in ensuring compliance with data security, Personal Data Breach, data protection impact assessments, and engaging in other consultations, pursuant to Applicable Data Protection Law (including Articles 32 to 36 to the GDPR taking into account the nature of processing and the information available to Data Receiver);
   (f) at the choice of Data Discloser, promptly delete or return all the Personal Data to Data Discloser after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;
   (g) make available to Data Discloser (and any Supervisory Authority) all information necessary to demonstrate compliance with Applicable Data Protection Law (including the obligations laid down in Article 28 of the GDPR) and allow for and contribute to audits, including inspections, conducted by Data Discloser or another auditor mandated by Data Discloser; and
   (h) immediately inform Data Discloser if, in its opinion, an instruction infringes Applicable Data Protection Law.

11. SUB-CONTRACTING

The Data Discloser hereby consents to the use of the Subcontractors as set out in the relevant agreement or statement of work for the purposes further described therein. If Data Receiver appoints a new Subcontractor or intends to make any changes concerning the addition or replacement of the Subcontractors as set out in the relevant agreement or statement of work, it shall provide the Data Discloser with twenty (20) business days' prior written notice, during which the Data Discloser can object against the appointment or replacement. If no Data Discloser objects, Data Receiver may proceed with the appointment or replacement. Data Receiver ensures that it has a written agreement in place with all Subcontractors which contains obligations on the Subcontractor which are no less onerous on the relevant Subcontractor than the obligations on Data Receiver under this Agreement (to the extent applicable to the Subcontractor).

11.1. To the extent the Subcontractor is located outside of the EEA, Data Discloser hereby grants Data Receiver a mandate to enter into the Standard Contractual Clauses with such Subcontractor in its name and on its behalf.

12. TRANSFERS OUTSIDE OF THE EUROPEAN ECONOMIC AREA

12.1. If the Data Receiver is located outside of the European Economic Area, the Relevant Data Export shall be carried out in accordance with, and will be subject to, the Standard Contractual Clauses set out in Schedule A and the provisions of Annex II which together will form contractual terms between that Data Discloser and the applicable Data Receiver for that particular transfer of Personal Data and in relation to any onward transfer of the Personal Data by that Data Receiver to another Data Receiver, the receiving Data Receiver shall comply with the Data Receiver obligations set out in the Standard Contractual Clauses set out in Schedule A in respect of that Personal Data.

SECTION D – TRANSFERS FROM A DATA PROCESSOR TO SUB-PROCESSORS

13. APPLICATION OF THIS SECTION D

13.1. The parties agree that this Section D applies in each case and only where Personal Data is transferred from a Plat4mation Entity acting as Processor to a Plat4mation Entity acting as sub-processor.

13.2. The details of the transfers (as well as the Personal Data) covered by this Section D are specified in Annex II which form an integral part of this agreement.

13.3. Data Receiver shall comply with the terms of Section C in relation to any such processing save that it acknowledges that the instructions from the Data Receiver will be based on the instructions received by the ultimate Data Controller and, accordingly, Data Receiver hereby agrees to comply with any additional instructions received from such Data Controller (either directly or via the Data Discloser) with respect to such sub-processing.

SECTION E – MISCELLANEOUS

14. COOPERATION WITH SUPERVISORY AUTHORITIES

14.1. The parties agree that they shall and, where applicable, shall procure that their representatives shall cooperate, on request, with the Supervisory Authority in the performance of its tasks pursuant to Applicable Data Protection Law.

15. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY

15.1. In respect of any action or omission under this Agreement:
(a) in the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the Processing of the Personal Data against either or both of the Data Receiver and/or the Data Discloser, the Plat4mation Entities acting as Data Receiver and Data Discloser will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion;
(b) the Plat4mation Entities acting as Data Receiver and Data Discloser agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority. If they do participate in the proceedings, the Plat4mation Entities may elect to do so remotely (such as by telephone or other electronic means). The Plat4mation Entities also agree to consider participating in any other arbitration, mediation, or other dispute resolution proceedings developed for data protection disputes; and
(c) each Plat4mation Entity shall abide by a decision of a competent court of the Data Discloser's country of establishment or of the Supervisory Authority which is final and against which no further

appeal is possible.

16. LIABILITY

16.1.   Each Plat4mation Entity shall be liable to the other Plat4mation Entities for damages it causes by any breach of this Agreement. Liability as between the parties is limited to actual damage suffered.

16.2.   Each Plat4mation Entity shall be liable to Data Subjects for damages it causes by any breach of third-party rights under this Agreement. This does not affect the liability of any party under Applicable Data Protection Law.

17. TERMINATION

17.1.   In the event that the Data Receiver is in breach of its obligations under this Agreement, then the Data Discloser may temporarily suspend the transfer of Personal Data to the Data Receiver until the breach is repaired or this Agreement is terminated.

17.2.   The Plat4mation Entities, acting collectively, may terminate or rescind this agreement without the prior consent of any third-party.

18. NOTICES

18.1.   Any notice given under this Agreement (a "**Notice**") shall be in writing and may be delivered personally or sent by first class post (and air mail if overseas) or by fax to the party due to receive the Notice to the usual or last known place of business of such party or to another person, address or fax number specified by that party by not less than ten (10) days' written notice to the other party received before the Notice was dispatched.

18.2.   Unless there is evidence that it was received earlier, a Notice is deemed given:
    (i)   if delivered personally, when left at the address referred to above;
    (ii)   if sent by post (except airmail) two (2) business days after posting it;
    (iii)   if sent by airmail, six (6) business days after posting it;
    (iv)   if sent by fax, when clearly received in full.

19. WAIVER

19.1.   Failure by any party to enforce its rights under this Agreement shall not be taken as or deemed to be a waiver of such right.

20. ASSIGNMENT

20.1.   None of the Plat4mation Entities may assign or transfer any of the rights or obligations under this Agreement without the prior written consent of the other Plat4mation Entities, such consent not to be unreasonably withheld.

21. VARIATIONS

21.1.   The Plat4mation Entities may only amend or vary the terms of this Agreement with written consent of all the Plat4mation Entities.

21.2.   The Plat4mation Entities recognize that where an amendment or variation is made to this Agreement pursuant this clause, the Plat4mation Entities may need to make revised notifications to or seek additional approval from local data protection regulators in order to comply with national privacy law.

22. FURTHER ASSURANCES

22.1.   The Plat4mation Entities will use their best endeavors to procure that any necessary third-party executes and performs all such further deeds, documents, assurances, acts and things as any of the parties to this Agreement may reasonably require by notice in writing to any other party to carry the provisions of this Agreement into full force and effect.

23. INVALIDITY

23.1.   If any provision in this Agreement shall be held to be illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

24. ENTIRE AGREEMENT

24.1.   The Plat4mation Entities agree that, to the extent any existing agreements between them relating to the Processing of Personal Data conflict with the provisions of this Agreement, such existing agreements shall terminate forthwith and shall immediately be superseded by the provisions of this Agreement. This clause shall be without prejudice to any accrued rights and liabilities under any existing agreements being superseded by operation of this clause. The parties also acknowledge that they have not been induced to enter into this Agreement by any representation, warranty or undertaking not expressly incorporated into it, provided that neither party is attempting to exclude any liability for fraudulent statements (including fraudulent pre-contractual misrepresentations on which the other party can be shown to have relied).

25. COUNTERPARTS

25.1.   This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument.

26. GOVERNING LAW

26.1.   Subject to Clause 26.2, this Agreement shall be governed by Dutch law.

26.2.   The law governing Sections B (Transfers between Data Controllers), C (Transfers from a Data Controller to a Data Processor), D (Transfers from a Processor to a Sub-Processor) of this Agreement shall, in respect of each transfer, be the law of the country in which the Data Discloser is established.

This Agreement has been executed and delivered as a deed on the date shown on the first page:

4mation Group BV:	Plat4mation BV (NL):
………………………	
Individual signing:	Individual signing:
(print name)	(print name)
Signature:	Signature:
Title:	Title:
Signing date:	Signing date:

4Industry BV:	Plat4mation BV (BE):
Individual signing:	Individual signing:
(print name)	(print name)
Signature:	Signature:
Title:	Title:
Signing date:	Signing date:

Plat4mation GmbH:	Plat4mation Llc
Individual signing:	Individual signing:
(print name)	(print name)
Signature:	Signature:

Title:	Title:
Signing date:	Signing date:

4Mation Technologies India Pvt Ltd.:	**Plat4mation GmbH:**
Individual signing:	Individual signing:
(print name)	(print name)
Signature:	Signature:
Title:	Title:
Signing date:	Signing date:

PLAT4MATION SPÓŁKA Z OGRANICZONĄ:
Individual signing:
(print name)
Signature:
Title:
Signing date:

Schedule A

EU STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1
Purpose and scope

(a) The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)].

(b) The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29(3) and (4) of Regulation (EU) 2018/1725.

(c) These Clauses apply to the processing of personal data as specified in Annex II.

(d) Annexes I to IV are an integral part of the Clauses.

(e) These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(f) These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2
Invariability of the Clauses

(a) The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.

(b) This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3
Interpretation

(a) Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

(c) These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Docking clause

(a) Any entity that is not a Party to these Clauses may, with the agreement of all the Parties, accede to these Clauses at any time as a controller or a processor by completing the Annexes and signing Annex I.

(b) Once the Annexes in (a) are completed and signed, the acceding entity shall be treated as a Party to these Clauses and have the rights and obligations of a controller or a processor, in accordance with its designation in Annex I.

(c) The acceding entity shall have no rights or obligations resulting from these Clauses from the period prior to becoming a Party.

SECTION II
OBLIGATIONS OF THE PARTIES

Clause 6
Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

Clause7
Obligations of the Parties

7.1.1 Instructions

(a) The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.

(b) The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

7.2 Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3 Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4 Security of processing

(a) The processor shall at least implement the technical and organisational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

(b) The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall

ensure that persons authorised to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5 Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

7.6 Documentation and compliance

(a) The Parties shall be able to demonstrate compliance with these Clauses.

(b) The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.

(c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.

(d) The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

7.7 Use of sub-processors

(a) GENERAL WRITTEN AUTHORISATION: The processor has the controller's general authorisation for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least one month in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.

(b) Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller),
it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

(d) The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub- processor to fulfil its contractual obligations.

(e) The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8. International transfers

(a) Any transfer of data to a third country or an international organisation by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or

Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.

(b) The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8
Assistance to the controller

(a) The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorised to do so by the controller.

(b) The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions

(c) In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:

  1. the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;

  2. the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;

  3. the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;

  4. the obligations in Article 32 of Regulation (EU) 2016/679.

(d) The Parties shall set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9
Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679 or under Articles 34 and 35 of Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

9.1   Data breach concerning data processed by the controller
In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:
- (a) in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);
- (b) in obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:
  - (1) the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - (2) the likely consequences of the personal data breach;
  - (3) the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (c) in complying, pursuant to Article 34 of Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2   Data breach concerning data processed by the processor
In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:
- (a) a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- (b) the details of a contact point where more information concerning the personal data breach can be obtained;
- (c) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under [OPTION 1] Articles 33 and 34 of Regulation (EU) 2016/679.

Clause 10
Non-compliance with the Clauses and termination

(a) Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.

(b) The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:
   (1) the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
   (2) the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;
   (3) the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

(c) The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.

(d) Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

List of parties

Company Name	Company Number	Registered Address
4mation Group BV	58858113	Arthur van Schendelstraat 650 Utrecht 3511 MJ Utrecht The Netherlands
Plat4Mation BV (Netherlands)	58858334	Arthur van Schendelstraat 650 Utrecht 3511 MJ Utrecht The Netherlands
4Industry BV	72323485	Arthur van Schendelstraat 650 Utrecht 3511 MJ Utrecht The Netherlands
Plat4mation BVBA (Belgium and Luxembourg)	BE 0645.638.136	Schaliënhoevedreef 20C – 3C Mechelen, 2800 Belgium
Plat4mation GmbH (Germany)	113179	Neue Mainzer Str. 66-68 Frankfurt, 60311 Germany
Plat4mation LLC	M20000001305	303 Wyman Street, Suite 300 Waltham MA 02451 United States of America
4Mation Technologies India Pvt Ltd.	U72900KA2019FTC124640	Vatika Business Centre, 5th Floor, Embassy Signet, Kadubeesanahalli Village, Outer Ring Road Bengaluru 560103 India
Plat4mation GmbH (Switzerland)	CH-020.4.073.110-1	Rychenbergstrasse 306A Winterthur, 8404 Switzerland
PLAT4MATION SPÓŁKA Z OGRANICZONĄ	NIP: PL 8971902726	ODPOWIEDZIALNOŚCIĄ UL. ŚW. MIKOŁAJA 8/11 50-125 WROCŁAW

Description of the processing

Parties agree that this Annex II will be reviewed and if required amended once per year (each period of twelve months after the signing of the Agreement).

1. DATA DISCLOSER AND DATA RECEIVER

The Data Discloser is:

The Plat4mation Entity who transfers the Personal Data to any other Plat4mation Entity.

Personal Data may be transferred between the Plat4mation Entities to ensure efficient and effective business operations and to enable the Plat4mation Entities to provide customer, sales, marketing and engineering support.

The Data Receiver is:

The Plat4mation Entity who agrees to receive Personal Data from the Data Discloser.

The Data Receiver may receive Personal Data in the circumstances described above.

2. DATA SUBJECTS

The Personal Data transferred concern the following categories of Data Subjects:

Personal Data stored and processed in the provision of Plat4mation Services may include data related to the following categories of Data Subjects:
- Employees, job applicants, freelancers, contacts, third-party providers and contractors of Data Discloser's employees or Data Discloser's customers;
- Permitted/end users and other participants from time-to-time to whom the customer or partner has granted the right to access the Services in accordance with the customer or partner agreement with Data Discloser;
- End user customers of and individuals with whom those end-users communicate with by email and/or instant messaging;
- Service providers of the customers;
- Other individuals to the extent identifiable in the content of emails or their attachments or in archived content.

Personal Data held in furtherance of a business-to-business relationship of the Data Discloser may include the following categories of Data Subjects:
- Customers, prospect customers, agents, partners, prospect partners, vendors

Personal Data held for marketing purposes may include data related to the following categories of Data Subjects:
- Customers and prospect customers of the Data Discloser.

3. PURPOSES OF THE TRANSFER(S)

The transfer is made for the following purposes:

- To enable efficient and effective business operations as follows:
  - o To enable Plat4mation entities to provide customer, sales, marketing and engineering support to each of the other entities, customers and partners;
  - o To ensure the proper working of the systems and services and to respond to support requests from customers and/or partners of Data Discloser;
  - o To enable a central database to be utilized to store and manage operational, marketing and business data and enable management of intra-group sales and marketing data.
- To enable efficient and effective human resource operation as follows:
  - o To enable Plat4mation entities to provide information on its Employees, freelancers and contractors;
  - o To enable a central database to be utilized to store and manage Employee, freelancers and contractors data and enable management thereof.

4. CATEGORIES OF DATA

The Personal Data transferred may concern the following categories of data:

- First and last name
- Job title
- Location data
- IP addresses, to the extent same may be used to identify a natural person
- Personal details, names, user names
- Identity card data
- Business and personal contact information e.g. phone number, address, email addresses of end users of the service
- Personal Data derived from the end users' use of the Services such as records and reports
- Personal Data within email and instant messaging content which identifies or may reasonably be used to identify Data Subjects
- Meta data including sent, to, from, date, time, subject, which may include Personal Data
- Images captured on security cameras relating to visitors to Plat4mation's premises

5. SPECIAL/ SENSITIVE CATEGORIES OF DATA (IF APPROPRIATE)

The Personal Data transferred concern the following Special Categories of Data/Sensitive Data (please specify):

No sensitive data or special categories of data are intended to be transferred, but, in the case of data stored and processed in the provision of the Plat4mation Services, sensitive data or special categories of data may be contained in the content of or attachments to email and/or instant messaging - content which is not controlled by Plat4mation.

6. RECIPIENTS

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

The Plat4mation Entities set out in Annex I.

7. PROCESSING OPERATIONS

The Personal Data transferred will be subject to the following basic Processing activities (please specify):

- Personal Data stored and processed in the provision of Plat4mation Services will be processed to the extent necessary to provide Services for the purposes set out in section 4, which may include:
    o Technical support, issue diagnosis and error correction to ensure the efficient and proper running of the systems to identify, analyze and resolve technical issues both generally in the provision of the Services and specifically in answer to a customer query. This operation relates to all aspects of personal information processed but will be limited to metadata where possible.
    o Human resource support,
    o Where personal customer data is stored and processed in the provision of the Plat4mation Services, any access will be limited to that which is necessary to ensure the proper working of the systems and/or provide support to the customer and shall be appropriately logged.
- Personal Data held in furtherance of the business to business relationship between the customer or the partner and Plat4mation or for marketing purposes will be processed as set out in section 4, and may include:
    o Collection of Personal Data from Customers, prospect customers, partners, prospective partners, agents, consultants and vendors and thereafter inserting and storing the Personal Data in a centralized system that allows the Plat4mation Entities to manage their business, financial, operational, customer, partner and vendor relations.
    o Providing intra-group marketing, business and operational support.

8. CONTACT POINTS FOR DATA PROTECTION ENQUIRIES

Data Receiver   Data Discloser

Security@plat4mation.com   security@plat4mation.com

Technical and organizational measures including technical and organizational measures to ensure the security of the data

This Annex forms part of Schedule A and must be completed and signed by the parties.

Description of the Technical and Organizational Security Measures implemented by the Data Receiver in accordance with this Annex III (or document/legislation attached):

Where applicable this Annex III also forms part of the Standard Contractual Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the Data Receiver in accordance with Clauses 4(d) and 5(c) of the Standard Contractual Clauses.

Data Processor shall implement the technical and organizational security measures specified at https://plat4mation.com/legal (or other suitable alternate measures, 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 rights and freedoms of natural persons), as a minimum standard of security. Data Controller acknowledges and agrees that the nature of the Services mean that the technical and organizational measures may be updated by Data Controller from time-to-time but such updates shall not result in a lesser standard of security to that in place upon signature of this DPA.