

Article 1. Scope

1.1 This Data Processing Agreement is an amendment to YOOZ Terms and Conditions of Use and is automatically effective upon Client's signature of the subscription form.

1.2 As part of the Service, YOOZ will process Client Data. If Client Data contain Personal Data, both Parties undertake to comply with the applicable French Law on protection of Personal Data, including the amended French Law n°78-17 of January 6th, 1978 and European Regulation 2016/679, together "Personal Data Regulations". The Parties shall refrain from committing any act likely to put the other Party, to the best of its knowledge, in a position of breach of the Personal Data Regulations.

Article 2. Definition of responsibilities

2.1 YOOZ processes Personal Data on behalf of the Client by delivering the Service. YOOZ and the Client are joint controllers by processing together the shared suppliers database:

2.2.1 The Client is responsible for processing the Personal Data originating from the Client Data stored in the shared suppliers database and YOOZ is the Client's Data Processor in that regard.

2.3.2 YOOZ, as Data Controller, is responsible for operating the shared suppliers database, as part of the Service.

Article 3. Hardship

3.1 The Parties agree that if specific requirements resulting from the processing of Personal Data on behalf of the Client increase the cost of processing Client's Personal Data beyond the strict compliance with the Law, the Parties must agree upon new contractual conditions, including financial conditions if need be.

Article 4. Obligations of YOOZ

4.1. YOOZ has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing financial documents on behalf of the Client, which do not contain Special Categories of Personal Data.

4.2. YOOZ, as a Data Processor, abides by its legal and contractual obligations as follows:

- YOOZ processes Personal Data only for the purposes of delivering its Service as subscribed by the Client;
- Aside from the delivery of the Service itself, YOOZ is allowed to process the Personal Data only on documented instructions from the Client;
- YOOZ shall immediately inform the Client, as Data Controller, if the Client's instruction may infringe Personal Data Regulations. This cannot be construed as obligating YOOZ to provide legal advices for ensuring effective compliance of the processing or generally to advise the Client about Personal Data Regulations;
- YOOZ must ensure that the persons authorized by YOOZ to process Client Data respect their confidentiality obligations;
- YOOZ must respect the conditions for involving another processor; subprocessing is generally accepted by the Client, including if it entails a transfer of Personal Data outside of the European Union, being specified that in that case, the transfer shall be compliant with the article below. In that case, YOOZ shall inform the Client of any intended changes concerning the addition or replacement of a subprocessor, thereby giving the Client, as Data Controller, the opportunity to object to such changes. Where YOOZ entrusts another processor for carrying out specific processing activities on behalf of the controller, the same data protection obligations as set out in this Data Processing Agreement, shall be imposed on that other processor and YOOZ shall remain fully liable to the Controller for the performance of that other processor's obligations;
- YOOZ shall notify the Controller without undue delay after becoming aware of a Personal Data Breach, being specified that it is the Client's responsibility to notify the Personal Data breach to the competent supervisory authority and the data subjects if need be;

- YOOZ, at the choice of the Client, will delete or return all the Personal Data to the Client after termination of the subscription to the Service, and will delete backup copies and activity logs unless a legal provision stipulates otherwise;
- YOOZ provides to the Client that requests it in writing any necessary information to demonstrate its compliance with its Data Protection obligations.

4.3. As part of its legal obligations:

- YOOZ assists the Client in fulfilling its obligation to answer to requests from data subjects about their Personal Data. If YOOZ receives such a request directly, YOOZ shall forward the request to the Client, who is responsible for answering to it;
- YOOZ assists the Client in notifying a Personal Data breach;
- YOOZ assists the Client in conducting an impact analysis relating to the protection of Personal Data as well as in consulting with the supervisory authority, where appropriate, by providing any documentation at its disposal that the Client does not hold already.

4.4. The Parties agree that the assistance provided by YOOZ is carried out considering the nature of the processing and the level of information provided by the Client to YOOZ and within the limits of YOOZ' obligations. Requests for assistance not covered by this Agreement must be governed by a separate agreement between the Parties.

Article 5. Obligations of the Client

5.1. The Client is responsible for the content and nature of the Client Data. The Client guarantees the quality, lawfulness and relevance of the Client Data.

5.2. The Client also guarantees that it holds the intellectual property rights that allows it to process the Client Data and to allow YOOZ to process it on its behalf. The Client guarantees YOOZ against any damage that could result from allegations from a third-party about an infringement of its intellectual property rights.

5.3. The Client, as Data Controller, guarantees that the Personal Data meet the requirements of the Personal Data Regulations: Personal Data were collected for specified, explicit and legitimate purposes and the appropriate information was provided to the data subjects at the time of collection of their Personal Data.

5.4. As such, the Client guarantees YOOZ against any claim from a data subject which Personal Data are processed by YOOZ on behalf of the Client and, consequently, the Client agrees to indemnify and hold YOOZ harmless against any consequences of such processing. The Client cannot claim any compensation from YOOZ if it has been required to make full compensation for the damage caused.

5.5. The Client must document in writing any specific instructions concerning the processing of Personal Data by YOOZ on its behalf.

Article 6. Transfer of Personal Data

6.1 YOOZ subcontracts the hosting of the Service to a hosting provider located in the United States of America and whose servers are located on the territory of the European Union. YOOZ warrants that this subprocessor has sufficient and adequate guarantees under the Personal Data Regulations.

6.2 In any case, if a transfer of Personal Data outside the European Union is operated by YOOZ, it shall be compliant with either (i) a decision of the European Commission stating that the country, territory or one or several international organization(s) in question provide an adequate level of protection, (ii) the European Commission's standard Contractual Clauses, the Client appointing YOOZ to sign these with its subcontractors outside the European Union in the name and on behalf of the Client, (iii) the appropriate guarantees listed in Article 46 of

European Regulation 2016/679 or (iv) one of the conditions listed in Article 49 of European Regulation 2016/679.

Article 7. Audit

The Client may carry out an audit of YOOZ Personal Data processing to ensure compliance with this Data Processing Agreement:

- This audit is notified by the Client to YOOZ by registered letter with acknowledgement of receipt, giving the details of the protocol and the methods to be used, and the Personal Data to be audited, thirty (30) working days before the date scheduled for the audit;
- YOOZ may object to the protocol and methods with legitimate reasons, that can't prevent the performance of the audit but only force the Parties to agree on a modified protocol and/or method for the audit;
- The audit may be carried out by the Client or by a third party appointed by the Client, subject to a two-fold condition that the third party is not a direct or indirect competitor of YOOZ and that such third party has agreed to sign a non-disclosure agreement prior to any operation of control, a copy of which will be transmitted to YOOZ for approval;
- It is expressly agreed that the active collaboration of YOOZ will not include having to communicate internal documents of financial and accounting nature or documents relating to other clients or other clients data;
- The Client remains liable for any consequences of this audit on the provision of the Service for the Client (e.g. interruption of Service during the audit);
- The audit report must be communicated in its entirety to YOOZ and must be discussed between both parties and the findings must be validated by both parties. In any case, the Client will bear the cost of the audit;
- If a non-compliance is found and validated by both parties, YOOZ must without undue delay correct the non-compliance at its own expense.