

DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter: the “DPA”) is made between: 1. The “Customer” or the “Controller”

2. Unipile SAS a company incorporated under the laws of France with its registered office 168 rue de la rotonde, 42153 Riorges, France, (hereinafter: the “Provider” or the “Processor”),

Each a “Party” and together “the Parties”.

WHEREAS

1. The Customer and the Provider have entered into an agreement for the provision of the services “Multi-platforms unified APIs – application Programming Interface – like LinkedIn, Email, WhatsApp, Telegram, Calendar ” (hereinafter: the “Services”).

2. When supplying the Services, the Provider will process information including Personal Data contained in content hosted or otherwise managed on the Customer’s behalf.

3. The parties agree to enter into this DPA in order to confirm the data protection provisions relating to their relationship and so as to meet the requirements of the Data Protection Laws and Regulations in relation to the protection of Personal Data.

1. DEFINITIONS AND INTERPRETATION

1.1. In addition to terms defined elsewhere in this DPA, the following definitions apply throughout this DPA unless the contrary intention appears:

Controller	The entity which alone or jointly with others determines the purposes and means of the Processing of Personal Data.
Data Protection Laws and Regulations	All laws and regulations, including laws and regulations of the European Union and their member states, applicable to the Processing of Personal Data under the DPA, such as but not limited to the GDPR and the laws and regulations implementing the latter within the member states of the European Union, as well as the French Data Protection Act
GDPR	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, and repealing Directive 95/46/EC.
Data Subject	An identified or identifiable natural person, the latter being one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

DPA	This Data Processing Agreement entered into between the Customer (Controller) and the Provider (Processor), that is binding on Provider with regards to Customer and sets out, among others, the subject-matter of the Processing of Personal Data
European Union	The member states of the European Union and, if and when the GDPR is incorporated within the EEA Agreement, the member states of the European Free Trade Association.
Personal Data	Any information relating to a Data Subject
Personal Data Breach	A breach of security leading to the accidental or unlawful destruction loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
Processing	Any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
Processor	The entity which Processes Personal Data on behalf of the Controller.
Service Agreement	The agreement entered into between the Controller (as the client) and the Processor (as the service provider)
Sub-Processor	Any entity appointed by or on behalf of Processor to Process Personal Data on behalf of Controller.

2. PURPOSE OF DPA

2.1. The purpose of this DPA concerns the Processing of Personal Data to allow the performance of the Services.

2.2. The Parties hereby explicitly determine the Provider to be the Processor and the Customer to be the Controller for the Processing of Personal Data.

2.3. As part of their contractual relations, the Parties shall undertake to comply with the

applicable Data Protection Laws and Regulations and, in particular the GDPR.

3. DESCRIPTION OF THE PROCESSING

3.1. The Processing of Personal Data by Provider, on behalf of Customer, comprises of performance of the following Services :

3.1.1. "Connect with Platforms like LinkedIn, WhatsApp, Telegram... or Email & Calendar providers using an Unified API.

3.2. When providing the Services, the Provider shall carry out the following processing activities:

3.2.1. Collecting and storing Personal Data with the sole purpose of completing the Services.

3.2.2. The Provider shall process the types of Personal Data as described in Annex 1– Description of the Processing.

3.2.3. The categories of Data Subjects as involved in the Processing of Personal Data by Provider are contained in Annex 1.

3.2.4. Both, Provider and Customer shall Process Personal Data in accordance with the requirements of the applicable Data Protections Laws and Regulations and this DPA.

4. INSTRUCTIONS

4.1. The Provider shall undertake to process Personal Data only on behalf of, and in accordance with documented instructions from the Customer, including with regards to the possible transfers of Personal Data to a third country or to an international organization outside of the European Union, unless the Provider is required to do so by Union law or applicable Member state law. In such a case, the Provider shall inform the Customer about the legal requirements before the Processing of Personal Data, unless the applicable law prohibits this notification based on important grounds of public interest.

4.2. The instructions of the Customer to the Provider, for the Processing of Personal Data, shall comply with all applicable Data Protection Laws and Regulations.

4.3. The Customer hereby instructs the Provider to process Personal Data for the following purposes:

4.3.1. Processing as follows from the DPA.

4.3.2. Processing to comply with any further reasonable explicit written instructions of the Customer.

4.4. The Provider shall immediately inform the Customer if, in its opinion, an instruction infringes the GDPR or other applicable Data Protection Laws and Regulations.

5. OBLIGATIONS AND RIGHTS OF THE PROVIDER

5.1. The Provider shall undertake, considering the nature of the Processing, to assist the Customer, insofar as this is possible, for the fulfillment of the Customer's obligation to respond to requests for exercising the Data Subject's rights: right of access, to rectification, erasure and to object, right to restriction of processing, right to data portability, right not to be subject to an automated individual decision (including profiling). Where requests are made directly to the Provider, the Provider shall send such requests to the Customer as soon as possible by e-mail to the following email address: start@unipile.com.

5.2. The Provider shall ensure that its personnel authorized to process the Personal Data hereunder:

5.2.1. have committed themselves to confidentiality thereof or are under an appropriate statutory obligation of confidentiality.

5.2.2. Receive the appropriate Personal Data protection training.

5.3. Provider shall guarantee the confidentiality of Personal Data processed and ensure that access to Personal Data is limited to its authorized personnel.

5.4. The Provider undertakes to assist the Customer and to respond without undue delay to any request for information sent by the Customer, whether in the context of a request for the exercise of their rights by data subjects, a privacy impact assessment, prior consultation of the supervisory authority, or a request made by a supervisory authority or the Customer's data protection officer.

5.5. The Provider shall make available to the Customer, at the Customer's request, all information and documents necessary to demonstrate compliance with its obligations and allow for audits. The Customer may carry out audits once a year, at its own expense to verify the Provider's compliance with the obligations set forth in this article. The Customer will inform the Provider of the audit at least two (2) weeks before. The Provider may refuse the identity of the auditor if it belongs to a competing company. The audit shall be conducted during work hours and with the least possible disturbance for the Provider's activity. The audit shall not threaten (i) technical and organizational security measures implemented by the Provider, (ii) security and confidentiality of data of the Provider's other customers, (iii) the proper functioning and organization of the Provider. When possible, Parties will agree beforehand on the scope of the audit. The audit report will be sent to the Provider as so to submit comments, which will be attached to the final version of the audit report. Each audit report will be considered as a confidential information.

6. OBLIGATIONS AND RIGHTS OF THE CUSTOMER

6.1. The Customer undertakes to:

6.1.1. Ensure the performance of the rights of the Data Subjects as stated in the Data Protection Laws and Regulations;

6.1.2. Provide the Provider with the personal data mentioned in Appendix 1, except any improper, disproportionate or unnecessary personal data, and except any "particular" personal data within the meaning of the Applicable regulation, except if the processing activities justify it. In this case, the Client will have to document these justifications and to take all measures, notably of prior information, to collect appropriate consent and appropriate security measures, appropriate for such particular data;

6.1.3. Document, in writing, any instruction bearing on the Processing of Personal Data by the Provider;

6.1.4. Collect under its liability, lawfully, fairly and in a transparent manner the personal data provided to the Provider, for the performance of its services, and in particular, to ensure the lawfulness of processing and the information due to data subjects;

6.1.5. Maintain a record of processing activities carried out and more generally, comply with the principles of the Applicable regulation;

6.2. The Customer is responsible for the accuracy and legality of the Personal Data as described in Appendix 1 and the means by which it acquires the Personal Data.

6.3. The Customer shall comply, before and throughout the Processing, with the terms of this DPA and all the applicable Data Protection laws and Regulations.

6.4. The Customer shall implement appropriate technical and organizational procedures to protect the Personal Data.

7. SECURITY

7.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Provider undertakes to implement the appropriate technical and organizational measures to protect the security, confidentiality and integrity of

personal data.

7.2. Upon request, the Provider shall assist the Customer in ensuring compliance with the obligations pursuant to articles 32 to 36 GDPR, taking into account the nature of Processing and the information available to the Provider.

8. PERSONAL DATA BREACHES

The Provider shall notify the Customer of any personal data breach relating to the processing operations covered by this Agreement, without undue delay after becoming aware of it and to provide the Customer with all relevant information and documentation relating to such personal data breach.

The notification shall at least:

- (a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- (c) describe the likely consequences of the personal data breach;
- (d) describe 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 in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9. SUB-PROCESSORS

9.1. The Customer hereby grants its general written authorisation to the Provider to appoint Sub-Processors for the purpose of performing the Services and the DPA. The list of Sub-Processors is set out in the Annex 1.

9.2. When and insofar the Customer has agreed to the appointment of a Sub Processors, the Provider shall enter into a written agreement with such Sub Processor imposing at least the same obligations for the Sub-Processors as those in this DPA for the Provider.

9.3. If during the duration of the Service Agreement, the Provider intends to replace an existing Sub-Processor and/or to commission additional Sub-Processors, the Provider shall inform the Customer in writing or per email of any intended changes concerning the addition or replacement of Sub-Processors as listed. This information must clearly indicate which processing activities are being subcontracted out, the name and contact details of the Sub-Processor and the dates of the subcontract. The Customer has a maximum time frame of 20 (twenty) days from the date on which it receives said information to submit its legitimate and justifiable objections thereto with registered letter upon receipt with immediate effect. Such subcontracting is only possible where the Customer has not objected thereto within the agreed timeframe.

In the event of Client's continuing objections, the Parties shall meet in good faith and use their best efforts to discuss a resolution. The Provider may choose to (i) not hire the Sub-Processor or (ii) take the corrective action requested by the Client in connection with the objections before hiring the Sub-Processor. If neither option is reasonably possible, and if the Provider cannot for legitimate reasons hire another processor for the intended processing, either Party may terminate this Agreement upon a thirty (30) days' notice.

9.4. The Sub-Processor is obliged to comply with the obligations hereunder on behalf of and on instructions from the Customer. It is the initial Provider's responsibility to ensure that the Sub-Processor provides the same sufficient guarantees to implement appropriate technical and

organisational measures in such a manner that processing meets the requirements of the GDPR. Where the Sub-Processor fails to fulfill its data protection obligations, the Provider remains fully liable with regard to the Customer for the Sub-Processor's performance of its obligations.

10. TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION

The Provider is authorized to transfer personal data processed as part of this Agreement to countries located outside the European Union, if appropriate safeguards have been implemented as defined under Chapter V of GDPR.

11. DATA PROTECTION OFFICER

11.1. The Provider has appointed a Data Protection Officer. The Controller can contact the Data Protection Officer via email at dpo@unipile.com.

12. DURATION AND FATE OF PERSONAL DATA

12.1. The present DPA shall come into effect and remain valid for the term of the Service Agreement, and shall be effective for an additional period after the expiry of the Service Agreement as long as necessary to duly fulfill the obligations relating to the personal data processing outstanding after the expiry of the Service Agreement (or for a longer period if it is provided for in applicable legal acts).

12.2. At the termination of the Service Agreement, the Provider shall, at the discretion of Customer, destroy or return all Personal Data received from the Customer on the basis of the Service Agreement and the present DPA. The Provider shall ensure that its Sub-Processors would also destroy or return the received personal data. Together with said return, all existing copies in the Provider's information systems must be destroyed. Once destroyed, the Provider must demonstrate, in writing, that this destruction has taken place.

12.3. The Provider shall be entitled to keep the Personal Data received from the Customer to the extent they are necessary for compliance with the requirements of the applicable legal acts, also ensuring the protection and confidentiality of all such Personal Data, or for the purpose of archiving.

13. WARRANTIES AND LIABILITY

13.1. The Parties acknowledge and agree that the liability caps set forth in the Service Agreement between the Parties in connection with processing carried out by the Provider, shall apply to the Provider's compliance with the terms of this DPA and Applicable Regulation.

13.2. The Provider will not be held liable for any claim brought by a Data Subject arising from any action or omission by the Provider, to the extent that such action or omission resulted directly from the Customer's instructions.

14. GOVERNING LAW AND COMPETENT JURISDICTION

14.1. This DPA shall be subject to French law.

14.2. In the event of a dispute between the Parties relating to the formation, interpretation or performance of this DPA, exclusive jurisdiction is given to the courts within the jurisdiction of the Court of Appeal of Paris notwithstanding plurality of defendants, even for emergency proceedings or conservatory proceedings by way of summary proceedings.

15. MISCELLANEOUS

15.1. Should a provision of this DPA be invalid or become invalid then, to the extent possible, the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended and shall replace the invalid provision.

15.2. In the event of any discrepancies between the terms of this DPA and other arrangements made between the Parties, including the Service Agreement, the terms of this DPA shall prevail.

Annex 1 – Description of the Processing.

IN WITNESS WHEREOF, the Parties authorized signatories have duly executed this Data Processing Agreement including its appendices:

Provider

Customer

Company:

Signature:

Signature:



Name: Julien Crépieux

Name:

Position: CEO

Position:

Date: 07/09/2025

Date:

Annex 1 –Description of the Processing

A. Type of Personal Data processed:

The Processing of Personal Data includes the following data types/categories (List/Description of the Data Categories)

- ✓ Personal Master Data (Key Personal Data)
- ✓ Contact Data (e.g. Name, E-Mail, Phone Number)
- ✓ Professional Data (e.g. title, position, etc.)
- ✓ Disclosed Information (from third parties, e.g. Credit Reference Agencies or from Public Directories)
- ✓ IP Address

B. Categories of Data Subjects:

Customer's Employees, Prospects, opportunities & customers.

C. List of Sub-Processors

Authorized subsequent subcontractors	Activity	Privacy Policy
SCALEWAY	Data hosting - France	https://www-uploads.scaleway.com/DPA_EN_v17072024_0ca3d55b58.pdf
CRISP	Customer Support - France	https://help.crisp.chat/en/article/whats-crisp-eu-gdpr-compliance-status-nhv54c/
STRIPE	Online Payment - USA	https://stripe.com/fr/legal/data-privacy-framework
BRIGHT DATA	Proxy provider	https://brightdata.com/privacy
WEBSHARE	Proxy provider	https://www.webshare.io/privacy-policy

OXYLABS	Proxy provider	https://oxylabs.io/legal/privacy
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