Per Document Data Processing Agreement

This Data Processing Agreement ("**DPA**") constitutes an agreement by and between **IMP - INTELLIGENT MORPHING PORTALS, LDA.**, a company incorporated and existing under the laws of Portugal, with the company no. 514165146, with registered office at Parkurbis, Zona Industrial Tortosendo, 6200-823 Tortosendo, Portugal (hereinafter "**DocDigitizer**" or "**Data Processor**") and the company or the individual executing this Agreement ("**User**" or "**Data Controller**") that subscribed a **PER DOCUMENT SUBSCRIPTION** of DocDigitizer's Service. This Agreement is effective from the same day as the **PER DOCUMENT SUBSCRIPTION**.

WHEREAS:

I.   Given the Agreement between the parties, the **Data Processor** has undertaken to provide to the **Data Controller** services of data extraction (hereinafter referred to as the "**Services**").

II. In order to provide such Services, the **Data Processor** will process data – including personal data – on behalf of the **Data Controller**.

III. In order to comply with the referred services, the **Data Processor** may, temporarily or permanently, use sub-processors to support the data validation process, with a view to guaranteeing the quality of the service and the contracted service levels.

IV. That to regulate the mentioned processing, the **Parties** agree to enter into the present Agreement, which shall be governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter "GDPR") and other applicable data protection legislation and in particular by the following below.

DEFINITIONS AND INTERPRETATION:

1.   The terms "controller", "processor", "personal data" and "processing" and any other related terms and expressions shall be interpreted in accordance with the GDPR, as supplemented by national or European legislation, interpretations and guidelines issued by European and national authorities, standard data protection clauses adopted by the Commission model clauses adopted by the European Commission or supervisory authorities and any relevant case law (jointly referred to as the "Data Protection Regime").

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2. The titles of the Clauses of this DPA are included for mere convenience and do not constitute support for its interpretation or integration.

3. Amendments to this DPA shall only be considered valid if made in writing, signed by both Parties and taking the form of an Amendment to this DPA.

4. Should any provision of this DPA be declared in any way invalid or unenforceable, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the remaining provisions of the DPA, and the Parties undertake to agree in good faith on a substitute provision which shall replace it and which shall, as far as possible, have similar effects.

CLAUSES

FIRST. – Purpose

1.1 The purpose of this DPA is to define the conditions under which the **Data Processor** will carry out the processing of data, including personal data, needed for the correct provision of the Services rendered to the **Data Controller**.

1.2 The provision of the contracted Services implies the accomplishment by the **Data Processor** of the processes mentioned on Appendix I.

1.3 In the event that the provision of Services involves the collection of personal data, the **Data Processor** will comply with the duty of information, according to the instructions provided by the **Data Controller**.

SECOND. - Term

This DPA shall be effective for the entire duration of the Services rendered to the **Data Processor**. Notwithstanding the foregoing, both **Parties** agree that the clauses of this DPA, with express or implied intent to continue in force after the termination or expiration thereof, shall remain in force and continue binding both **Parties** as stipulated.

THIRD. – Nature and Purpose of the Processing

3.1 The personal data will be processed only to carry out the provision of the contracted Services.

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3.2 If the **Data Processor** considers necessary to carry out a processing of the data for a different purpose, **Data Processor** shall proceed to request the prior written authorization of the **Data Controller**.

3.3 In the absence of such authorization, the **Data Processor** may not carry out such processing.

FOURTH. – Categories of Data Subjects and Categories of personal data

The categories of data subjects and types of personal data that the **Data Processor** will process under this **DPA** are established in Appendix I.

FIFTH. - Data controller's Obligations

For the performance of the Services identified above, the **Data Controller** undertakes to make available to the **Data Processor** the personal data and/or information necessary for the proper processing in the context of the provision of the Services.

SIXTH. - Data Processor's Obligations

6.1 The **Data Processor** undertakes to fulfil the following obligations:

a) To process the personal data solely for the purpose of carrying out the contracted provision of services, in accordance with the written instructions from the **Data Controller** at all times, including with regard to transfers of personal data to a third country or an international organisation (unless there is a legal obligation to carry out further processing, in which case the **Data Processor** shall inform the **Data Controller** of such legal requirement prior to the processing, unless prohibited by such Law for important reasons of public interest);

b) To maintain the duty of confidentiality regarding the personal data to which he has access, even after the end of the contractual relationship, and to ensure that his dependants have committed in writing to maintain the confidentiality of the personal data processed.

c) To ensure, considering the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, that **Data Processor** will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

    i. The pseudonymisation and encryption of personal data;

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ii. The ability to ensure the confidentiality, integrity, availability and resilience of processing systems and services;

iii. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

iv. A process of regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

v. In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed;

vi. In any case, the **Data Processor** guarantees that it complies at least with the medium-level security measures set out in international and European standards.

d) To keep under his control and custody the personal data to which he has access in relation with the provision of the Service, and to not disclose them, neither transfer or otherwise communicate them, not even for their preservation, to persons unrelated with the provision of the Service covered by this DPA.

e) However, the **Data Controller** may authorize, expressly and in text form, the **Data Processor** to use another data processor (hereinafter, the "**Sub-processors**"), whose identification data and subcontracted services must be communicated to the **Data Controller**, prior to the provision of the service, at least with one (1) month in advance. The **Data Processor** will also inform the **Data Controller** of any change envisaged in the incorporation or substitution of the **Sub-processors**, giving thus to the **Data Controller** the opportunity to object such changes.

f) In case of making use of the power recognized in the previous paragraph, the **Data Processor** is obliged to transfer and communicate to the **Sub-processors** the whole obligations that for the **Data Processor** derive from this DPA and, in particular, the provision of enough guarantees that he will apply appropriate technical and organizational measures, so that the processing complies with the applicable regulations. Where that other processor fails to fulfil its data protection obligations, the initial processor shall remain fully liable to the **Controller** for the performance of that other processor's obligations.

g) In any case, access to the data made by natural persons who render their services to the **Data Processor**, acting within the organizational framework of the latter by a commercial and non-labour relationship, is authorized. In addition, access to the data

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is granted to companies and professionals that the **Data Processor** has hired in his internal organizational framework in order to provide general or maintenance services (computer services, consulting, audits, etc.), as long as such tasks have not been arranged by the **Data Processor** with the purpose of subcontracting with a third party all or part of the Services provided to the **Data Controller**.

h) To erase or return to the **Data Controller**, at his choice, all personal data to which he has had access in order to provide the Service. Likewise, the **Data Processor** undertakes to delete the existing copies, unless there is a legal rule that requires the preservation of the personal data. However, the **Data Processor** may keep the data, duly blocked, regarding the responsibilities that could stem from his relation with **Data Controller**.

i) To notify the **Data Controller**, without undue delay, of any personal data security breaches of which he is aware, giving support to the **Data Controller** in the notification to the Portuguese Data Protection Authority (CNPD) or other competent Data Protection Supervisory Authority and, if applicable, to the interested parties of the security breaches that occur, as well as to provide support, when necessary, in the carrying-out of privacy impact assessments and in the prior consultation to the competent Supervisory Authority, where appropriate, as well as to assist the **Data Controller** so he can fulfil the obligation of responding the requests to exercise certain rights.

j) To maintain and update a record of processing activities under its responsibility.

k) To cooperate with any Data Protection Supervisory Authority, in the fulfilment of its power.

l) To make available to the **Data Controller** the whole information necessary to demonstrate the fulfilment of the obligations established under this DPA, as well as to allow and contribute to the performance of audits, including inspections, by the **Data Controller** or by a third party authorized by him. The lack of accreditation that the **Data Processor** is correctly complying with the obligations assumed in this DPA, will be a cause of resolution of the same.

6.2 If the **Data Processor** or any of his **Sub-processors** violates this DPA or any regulation when determining the purposes and means of the processing, he shall be held responsible for such processing.

SEVENTH. – Intervening parties data

7.1 The personal data included in this DPA and those exchanged between the **Parties** to enable the provision of the Services will be processed by the other Party in order to allow the

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development, compliance and control of the agreed provision of Services, being the basis of the processing the fulfilment of the contractual relationship, keeping the data during all the time in which the said contractual relation subsists and even later, until the eventual responsibilities derived from it prescribe.

7.2 The **Parties** undertake to transfer to the data subjects this information, as well as to inform them that they may write to the addresses indicated in the heading of this DPA in order to exercise their rights of access, rectification, opposition and elimination.

EIGHTH. – Confidentiality

8.1. The **Processor** undertakes to maintain professional secrecy with regard to all data to which it has access or which have been transmitted to it by the **Controller** in the context of the provision of the services agreed with the latter.

8.2 The obligation of secrecy foreseen in the previous number shall continue even after termination of the DPA, regardless of the reason for which it occurs.

NINE – Applicable Law and Jurisdiction

9.1 This DPA shall be governed by the Portuguese and European regulations, as well as by the resolutions and guidelines of the Portuguese Data Protection Authority (CNPD) and other competent bodies in this matter.

9.2 In order to resolve any discrepancy regarding the interpretation and/or the enforcement of the provisions of this DPA, both **Parties** submit to the jurisdiction of the Courts of Lisbon, with express waiver of any other legislation or jurisdiction that may correspond.

TEN – Personal Data Protection Communications

Without prejudice of the established-on Section 18 of the Terms of Service, issues and questions concerning personal data protection should be addressed to the following e-mail dpo@docdigitizer.com.

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