



NX2SQUARE
Unit 21, Circle Square Business Park
Forbach, Mauritius
www.nx2square.com

Data Processing Agreement

Statement of Confidentiality

This document contains proprietary and confidential information of NX2SQUARE that is provided for the sole purpose of permitting the recipient to evaluate the information contained herein.

In consideration of receipt of this document, the recipient agrees to maintain such information in **confidence** and is not to reproduce or otherwise disclose or distribute this information to any person outside of the group directly responsible for evaluation of its contents, without the express written permission of NX2SQUARE.

Use or disclosure of this document in whole or in part for purposes other than the pursuit of a business relationship with NX2SQUARE is expressly forbidden.



Table of contents

DATA PROCESING AGREEMENT.....	3
1. Article 1 : Processing objectives.....	3
2. Article 2 : Processor’s obligations.....	3
3. Article 3. Transmission of personal data	4
4. Article 4. Allocation of responsibility.....	4
5. Article 5. Sub-processors	4
6. Article 6. Security	5
7. Article 7. Personal data breaches.....	5
8. Article 8. Handling requests from data subjects.....	5
9. Article 9. Non-disclosure and confidentiality	6
10. Article 10. Audit.....	6
11. Article 11. Duration and termination	6
12. Article 12. Miscellaneous.....	7



DATA PROCESING AGREEMENT

This data processing agreement ("Data Processing Agreement") is entered into by and between NX2SQUARE (hereafter: "NX2SQUARE") and Customer and applies to all Agreements under which NX2SQUARE processes personal data on behalf of Customer.

The Customer is deemed to be the controller within the meaning of article 4 (7) of the EU General Data Protection Regulation ("GDPR") and NX2SQUARE is deemed to be the processor within the meaning of article 4 (8) of the GDPR. Where, in this Data Processing Agreement, reference is made to terms that are defined in the GDPR, such as "controller", "processor" and "personal data", such terms will have the meanings given to them in the GDPR.

1. Article 1 : Processing objectives

- 1.1. NX2SQUARE undertakes to process personal data on behalf of Customer in accordance with the conditions laid down in this Data Processing Agreement. The processing will be executed exclusively within the framework of the Agreement, in particular for the processing of Customer Data through the Services provided by NX2SQUARE, and for all such purposes as may be agreed to subsequently.
- 1.2. The personal data (to be) processed by NX2SQUARE under this Data Processing Agreement include the following categories:
 - a. Name and address
 - b. Payment data such as bank account
 - c. VAT Number
- 1.3. The categories of data subjects to whom the personal data relates are as follows:
 - a. Suppliers
 - b. Customers
 - c. Employees
- 1.4. NX2SQUARE will refrain from making use of the personal data for any other purpose than as specified by Customer. Customer will inform NX2SQUARE of any processing purposes to the extent not already mentioned in this Data Processing Agreement. NX2SQUARE may use the personal data to improve the quality of their Services, for example by performing statistical research with regard to its Services, provided NX2SQUARE processes such data in anonymized or aggregated form.

2. Article 2 : Processor's obligations

- 2.1. NX2SQUARE will comply with the laws and regulations relating to the protection of personal data in connection with the processing of personal data by NX2SQUARE, such as the GDPR.
- 2.2. At the request of Customer, NX2SQUARE will furnish Customer with details regarding the measures it has adopted to comply with its obligations under this Data Processing Agreement.
- 2.3. NX2SQUARE's obligations arising under the terms of this Data Processing Agreement also apply to whomsoever processes personal data under NX2SQUARE's instructions.



2.4. NX2SQUARE will provide any reasonably necessary assistance if a data protection impact assessment, or a prior consultation with a supervisory authority, is necessary with respect to the processing of personal data. NX2SQUARE is entitled to charge Customer any reasonable costs in connection herewith.

3. Article 3. Transmission of personal data

3.1. NX2SQUARE permission may process the personal data in countries within the European Economic Area ("EEA"). In addition, NX2SQUARE may transfer the personal data to a country outside the EEA provided that such country guarantees an adequate level of protection and all other obligations under this Data Processing Agreement and the GDPR are complied with.

3.2. At the request of Customer, NX2SQUARE will inform Customer about the country or countries outside the EEA in which the personal data will be processed.

4. Article 4. Allocation of responsibility

4.1. The authorized processing will be carried out by NX2SQUARE within a (semi-) automated environment.

4.2. NX2SQUARE will be responsible for the processing of personal data under this Data Processing Agreement, in accordance with the documented instructions of Customer and under the (ultimate) responsibility of Customer.

4.3. NX2SQUARE is expressly not responsible for other processing of personal data, including but not limited to, the collection of personal data by Customer and processing for purposes that are not reported by Customer to NX2SQUARE.

4.4. Customer represents and warrants that it has explicit consent and/or another legal basis to process the relevant personal data and that it has informed the data subjects of the processing of personal data under this Agreement, in line with its duty thereto under the GDPR. Furthermore, Customer represents and warrants that the content, the use and the instruction to process the personal data within the meaning of this Data Processing Agreement are not unlawful and do not infringe any rights of a third party. In this context, Customer indemnifies NX2SQUARE of all claims and actions of third parties related to the processing of personal data under this Data Processing Agreement.

5. Article 5. Sub-processors

5.1. NX2SQUARE may engage third parties (sub-processors) within the framework of the Agreement without prior permission from Customer. At the request of Customer, NX2SQUARE will inform Customer as soon as possible about the engaged sub-processors.

5.2. NX2SQUARE will, in any event, ensure that such third parties will be obliged to agree in writing to the same duties as agreed by Customer and NX2SQUARE in this Data Processing Agreement.



6. Article 6. Security

6.1. NX2SQUARE and Customer will take adequate technical and organizational measures against loss or any form of unlawful processing (such as unauthorized disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data under this Data Processing Agreement. To this end, NX2SQUARE has implemented the security measures described in its information security policy, which is available upon Customer's request and may be amended from time to time. These may be updated from time to time. The latest version will be made available to Customer upon request.

6.2. NX2SQUARE does not warrant that the security measures are effective under all circumstances. NX2SQUARE will endeavor to ensure a level of security appropriate to the risk 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.

7. Article 7. Personal data breaches

7.1. In the event of a personal data breach, within the meaning of the GDPR, NX2SQUARE will notify Customer thereof without undue delay but at least within forty-eight (48) hours upon its discovery. Customer will use reasonable endeavors to ensure that the provided information is complete, correct and accurate. Customer will then decide whether or not to notify the data subjects and/or the relevant supervisory authorities.

7.2. If required by applicable laws and/or regulations, NX2SQUARE will cooperate in notifying the relevant authorities and/or data subjects. Customer will determine whether or not to inform the relevant regulatory authorities and/or the data subjects. Customer remains the responsible party for any statutory notification obligations in respect thereof.

7.3. The notification obligation includes in any event the duty to report the fact that a breach has occurred, including details regarding:

- a. the (suspected) cause of the breach;
- b. the contact point where more information can be obtained;
- c. the approximate number of data subjects and number of personal data records concerned;
- d. the (currently known and/or anticipated) consequences thereof;
- e. the (proposed) solution;
- f. the measures that have already been taken.

8. Article 8. Handling requests from data subjects

8.1. In the event that a data subject submits a request to NX2SQUARE to exercise his/her rights under applicable privacy laws and regulations, NX2SQUARE will notify Customer and Customer will be responsible for handling the request. NX2SQUARE may notify the data subjects of the fact that their requests have been forwarded and will be handled by Customer.

Where necessary, NX2SQUARE will reasonably assist Customer in implementing appropriate technical and organizational measures. NX2SQUARE is entitled to charge Customer any reasonable costs in connection herewith.



9. Article 9. Non-disclosure and confidentiality

9.1. All personal data received by NX2SQUARE from Customer within the framework of this Data Processing Agreement is subject to a duty of confidentiality vis-à-vis third parties.

9.2. This duty of confidentiality will not apply in the event that Customer (i) has expressly authorized the provision of such information to third parties, (ii) where the provision of the information to third parties is reasonably necessary taking into account the nature of the instructions and the implementation of this Data Processing Agreement, or (iii) if there is a statutory obligation to provide the information to a third party.

10. Article 10.Audit

10.1. In order to confirm compliance with all points in this Data Processing Agreement, Customer will be entitled to have audits carried out by an independent third party who is bound to confidentiality.

10.2. The audit will only take place after Customer has requested and assessed similar audit reports made available by NX2SQUARE and provided reasonable arguments that justify an audit initiated by Customer. Such an audit is justified when the audit reports provided by NX2SQUARE give no or insufficient information regarding NX2SQUARE's compliance with this Data Processing Agreement. The audit initiated by Customer will take place no more than once a year and after Customer has provided two weeks prior notification.

10.3. NX2SQUARE will cooperate in the audit and will make available any reasonably necessary information, including supporting information such as system logs and employees as timely as possible.

10.4. The findings in respect of the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented by one of the Parties or jointly by both Parties.

10.5. The costs of the audit will be borne by Customer, it being understood that the costs for the engaged independent third party will always be borne by Customer.

11. Article 11.Duration and termination

11.1. This Data Processing Agreement is entered for the duration set out in the Agreement.

11.2. This Data Processing Agreement may not be terminated for convenience.

11.3. Upon termination of the Data Processing Agreement, NX2SQUARE will, at the request of Customer, return the personal data to Customer and/or will securely destroy such personal data, except to the extent the Data Processing Agreement, Agreement or applicable laws and regulations provide otherwise.

11.4. Amendments to this Data Processing Agreement may only be agreed by the Parties in writing.

11.5. Parties will provide their full cooperation in amending this Data Processing Agreement in the event of any amended privacy laws and regulations.



NX2SQUARE
Unit 21, Circle Square Business Park
Forbach, Mauritius
www.nx2square.com

12. Article 12.Miscellaneous

12.1. This Data Processing Agreement forms an integral part of the Terms of Service. All rights and obligations under the Terms of Service, including the limitations on liability and applicable law, apply mutatis mutandis to this Data Processing Agreement.