

Data Processing Addendum

This Data Processing Addendum ("**Agreement**") sets out the policy of Idiomatic by Matteo Dora ("**Idiomatic**") in relation to the processing of personal data and compliance with European Data Protection Laws by all of our customers. References to "**Customer**" below includes you and each one of your relevant affiliates (unless otherwise stated).

1. Definitions

1.1. Unless otherwise defined herein, capitalised terms and expressions used in this Policy will have the following meaning:

Agreement means this Data Processing Agreement and all Schedules;

Customer Personal Data means any Personal Data Processed by a Contracted Processor on behalf of Customer pursuant to or in connection with the Principal Agreement;

Data Protection Laws means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

EEA means the European Economic Area;

EU Data Protection Laws means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

GDPR means EU General Data Protection Regulation 2016/679;

Data Transfer means:

- a transfer of Company Personal Data from the Company to a Contracted Processor; or
- an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);

Services means the means the services and other activities to be supplied to or carried out by Idiomatic on behalf of Customer under your agreement.

Sub-processor means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Customer in connection with the Policy.

1.2. The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

- 2.1. Each Party will comply with its respective obligation under Data Protection Laws in the provision and receipt of the Services under the Agreement and this Policy.
- 2.2. In the provision of the Services, the Customer is the Data Controller and Idiomatc is a Data Processor (or sub-processor) acting on Customer's behalf. Accordingly, Idiomatc will not Process Customer Personal Data other than on Customer's documented instructions, and for the purposes defined in writing by Customer, from time to time unless Processing is required by Applicable Laws to which Idiomatc (or its Sub-processor) is subject.
- 2.3. The Customer instructs and authorises Idiomatc to:
 - Process Customer Personal Data; and
 - Transfer Customer Personal Data to an country or territory,as reasonably necessary for the provision of the Services and consistently with this Agreement.

3. Personnel & sub-processors

- 3.1. Idiomatc will take reasonable steps to ensure the reliability of any employee, agent or contractor of any Sub-processor who may have access to Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/ access the relevant Customer Personal Data, as strictly necessary for the provision of the Services.
- 3.2. Idiomatc will appoint Sub-processors to carry out specific Processing activities. At the request of the Customer, Idiomatc will provide a list of Sub-processors and will notify the Customer in case of modification of these Sub-processors.
- 3.3. Idiomatc will ensure that each Sub-processor offers adequate guarantees with regard to the Data Protection Laws in terms of the technical and organisational measures adopted for the Processing of the Personal Data, including confidentiality obligations.

4. Security

- 4.1. 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, Idiomatc will in relation to the Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32 (1) of the GDPR.
- 4.2. In assessing the appropriate level of security, Idiomatc will take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Personal Data Breach

- 5.1. Idiomatic will, as soon as practical, upon becoming aware of a Personal Data Breach affecting Customer Personal Data, provide the Customer with information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 5.2. Idiomatic will co-operate with the Customer and take such reasonable commercial and practicable steps as are directed by the Customer to assist in the investigation, prevention (as applicable), mitigation and remediation of each Personal Data Breach.

6. Data Subject Rights

- 6.1. Idiomatic will:
 - promptly notify the Customer if it or any Sub-processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
 - not (and use best endeavours to procure its Sub-processor will not) respond to that request except on the documented instructions of Customer or as required by Applicable Laws, in which case Idiomatic will to the extent permitted by Applicable Laws inform the Customer of that legal requirement before responding to the request.

7. Deletion or return of Customer Personal Data

- 7.1. In the event the Customer explicitly requests their Services to be terminated, Idiomatic will promptly and in any event within 14 days of the date of cessation of any Services involving the processing of Customer Personal Data, delete and procure the deletion of all copies of those Customer Personal Data.
- 7.2. In the event the Services are terminated due to non-payment, Idiomatic will between 14 days and 1 year of the date of cessation of Services, delete and procure deletion of all copies of those Customer Personal Data.
- 7.3. The Customer may, by written notice prior to 14 days of the cessation of the Services, require Idiomatic to: (a) provide a complete copy of all Customer Personal Data to Customer by secure file transfer in such format as is reasonably notified by Customer; and (b) delete and procure the deletion of all other copies of Customer Personal Data processed by Idiomatic.
- 7.4. Idiomatic may not retain Customer Personal Data except to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Idiomatic will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

8. Audit Rights

- 8.1. Idiomatic will make available to Customer, on request, all information necessary to demonstrate compliance with this Policy, and will allow for and contribute to audits, including inspections, by Customer or an auditor mandated by the Customer in relation to the processing of the Customer Personal Data by Idiomatic and/or its Sub-processors.

9. General Terms

- 9.1. **Confidentiality.** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that: (a) disclosure is required by law; (b) the relevant information is already in the public domain.
- 9.2. **Notices.** All notices and communications given under this Agreement must be in writing and will be delivered personally. The Customer will be notified by email sent to the address related to its use of the Services. Idiomatic shall be notified by email sent to the address privacy@idiomatic.me.
- 9.3. **Jurisdiction.** This agreement is governed by French law. Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Paris.