Data Processing Agreement

This Data Processing Agreement ("DPA") forms part of the Terms of Use (or other similarly titled written or electronic agreement addressing the same subject matter) ("**Agreement**") between Customer (as defined in the Agreement) and "**Adrenalin eSystems Ltd**" under which the Processor provides the Controller with the software and services (the **"Services"**). The Controller and the Processor are individually referred to as a **"Party"** and collectively as the **"Parties"**.

The Parties seek to implement this DPA to comply with the requirements of EU GDPR (defined hereunder) in relation to Processor's processing of Personal Data (as defined under the EU GDPR) as part of its obligations under the Agreement.

This DPA shall apply to Processor's processing of Personal Data, provided by the Controller as part of Processor's obligations under the Agreement.

Except as modified below, the terms of the Agreement shall remain in full force and effect.

1. **Definitions**

    Terms not otherwise defined herein shall have the meaning given to them in the EU GDPR or the Agreement. The following terms shall have the corresponding meanings assigned to them below:

    1.1. "**Data Transfer**" means a transfer of the Personal Data from the Controller to the Processor, or between two establishments of the Processor, or with a Sub-processor by the Processor.

    1.2. "**EU GDPR**" means the 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 (General Data Protection Regulation).

    1.3. "**Standard Contractual Clauses**" means the contractual clauses attached hereto as Schedule 1 pursuant to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on Standard Contractual Clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection.

    1.4. "**Controller**" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

1.5. **"Processor"** means a natural or legal person, public authority, agency, or other body which processes personal data on behalf of the controller.

1.6. "**Sub-processor**" means a processor/ sub-contractor appointed by the Processor for the provision of all or parts of the Services and Processes the Personal Data as provided by the Controller.

2. **Purpose of this Agreement**

This DPA sets out various obligations of the Processor in relation to the Processing of Personal Data and shall be limited to the Processor's obligations under the Agreement. If there is a conflict between the provisions of the Agreement and this DPA, the provisions of this DPA shall prevail.

3. **Categories of Personal Data and Data Subjects**

The Controller authorizes permission to the Processor to process the Personal Data to the extent of which is determined and regulated by the Controller.

4. **Purpose of Processing**

The objective of Processing of Personal Data by the Processor shall be limited to the Processor's provision of the Services to the Controller and or its Client, pursuant to the Agreement.

5. **Duration of Processing**

The Processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing by the Controller.

6. **Data Controller's Obligations**

6.1. The Data Controller shall warrant that it has all necessary rights to provide the Personal Data to the Data Processor for the Processing to be performed in relation to the agreed services. To the extent required by Data Privacy Laws, Data Controller is responsible for ensuring that it provides such Personal Data to Data Processor based on an appropriate legal basis allowing lawful processing activities, including any necessary Data Subject consents to this Processing are obtained, and for ensuring that a record of such consents is maintained. Should such consent be revoked by the Data Subject, the Data Controller is responsible for communicating the fact of such revocation to the Data Processor.

6.2. The Data Controller shall provide all natural persons from whom it collects Personal Data with the relevant privacy notice.

6.3. The Data Controller shall request the Data Processor to purge Personal Data when required by the Data Controller or any Data Subject whom it collects Personal Data unless the Data Processor is otherwise required to retain the Personal Data by applicable law.

6.4. The Data Controller shall immediately advise the Data Processor in writing if it receives or learns of any:

6.4.1. Complaint or allegation indicating a violation of Data Privacy Laws regarding Personal Data;

6.4.2. Request from one or more individuals seeking to access, correct, or delete Personal Data;

6.4.3. Inquiry or complaint from one or more individuals relating to the collection, processing, use, or transfer of Personal Data; and

6.4.4. Any regulatory request, search warrant, or other legal, regulatory, administrative, or governmental process seeking Personal Data

7. Data Processor's Obligations

7.1. The Processor will follow written and documented instructions received, including email, from the Controller, its affiliate, agents, or personnel, with respect to the Processing of Personal Data (each, an "**Instruction**").

7.2. The Processing described in the Agreement and the relating documentation shall be considered as Instruction from the Controller.

7.3. At the Data Controller's request, the Data Processor will provide reasonable assistance to the Data Controller in responding to/ complying with requests/ directions by Data Subject in exercising their rights or of the applicable regulatory authorities regarding Data Processor's Processing of Personal Data.

7.4. In relation to the Personal Data, Data Processor shall obtain consent (where necessary) and/or provide notice to the Data Subject in accordance with Data Protection Laws to enable shared Personal Data to be provided to, and used by, the other Party as contemplated by this Agreement.

7.5. Where shared Personal Data is transferred outside the Data Processor's territorial boundaries, the transferor shall ensure that the recipient of such data is under contractual obligations to protect such Personal Data to the same or higher standards as those imposed under this Addendum and the Data Protection Laws.

7.6. The processor shall inform the controller if, in its opinion, a processing instruction infringes applicable legislation or regulation.

Data Secrecy

7.7. To Process the Personal Data, the Processor will use personnel who are

7.7.1. Informed of the confidential nature of the Personal Data, and

7.7.2. Perform the Services in accordance with the Agreement.

7.8. The Processor will regularly train individuals having access to Personal Data in data security and data privacy in accordance with accepted industry practice and shall ensure that all the Personal Data is kept strictly confidential.

8. **Audit Rights**

8.1. Upon Controller's reasonable request, the Processor will make available to the Controller, information as is reasonably necessary to demonstrate Processor's compliance with its obligations under the EU GDPR or other applicable laws in respect of its Processing of the Personal Data.

8.2. When the Controller wishes to conduct the audit (by itself or through a representative) at Processor's site, it shall provide at least fifteen (15) days' prior written notice to the Processor; the Processor will provide reasonable cooperation and assistance in relation to audits, including inspections, conducted by the Controller or its representative.

9. **Mechanism of Data Transfers**

Any Data Transfer for the purpose of Processing by the Processor in a country outside the European Economic Area (the "*EEA*") shall only take place in compliance as detailed in Schedule 1 to the DPA. Where such model clauses have not been executed at the same time as this DPA, the Processor shall not unduly withhold the execution of such template model clauses, where the transfer of Personal Data outside of the EEA is required for the performance of the Agreement.

10. **Sub-processors**

10.1. The Controller acknowledges and agrees that the Processor, may engage a third-party Sub-processor(s) in connection with the performance of the Services, provided such Sub-processor(s) take technical and organizational measures to ensure confidentiality of Personal Data shared with them; The current Sub-processors engaged by the Processors and approved by the Controller. The processor shall notify the controller at least thirty (30) calendar days in advance of any intended changes or additions to its Sub-processors listed in Annex III by emailing notice of the intended change to Customer. In accordance with Article 28(4) of the GDPR, the Processor shall remain liable to Controller for any failure on behalf of a Sub-processor to fulfil its data protection obligations under the DPA in connection with the performance of the Services.

10.2. If the Controller has a concern that the Sub-processor(s) Processing of Personal Data is reasonably likely to cause the Controller to breach its data protection obligations under the GDPR, the Controller may object to Processor's use of such Sub-processor and the Processor and Controller shall confer in good faith to address such concern.

11. **Personal Data Breach Notification**

11.1. The Processor shall maintain defined procedures in case of a Personal Data Breach (as defined under the GDPR) and shall without undue delay notify Controller if it becomes aware of any Personal Data Breach unless such Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons.

11.2. The Processor shall provide the Controller with all reasonable assistance to comply with the notification of Personal Data Breach to Supervisory Authority and/or the Data Subject, to identify the cause of such Data Breach and take such commercially reasonable steps as reasonably required to mitigate and remedy such Data Breach.

12. Return and Deletion of Personal Data

12.1. The Processor shall at least thirty (30) days from the end of the Agreement or cessation of the Processor's Services under the Agreement, whichever occurs earlier, shall return to the Controller all the Personal Data, or if the Controller so instructs, the Processor shall have the Personal Data deleted. The Processor shall return such Personal Data in a commonly used format or in the current format in which it was stored at discretion of the Controller, soon as reasonably practicable following receipt of Controller's notification.

12.2. In any case, the Processor shall delete Personal Data including all the copies of it as soon as reasonably practicable following the end of the Agreement.

13. Technical and Organizational Measures

Having regard to the state of technological development and the cost of implementing any measures, the Processor will take appropriate technical and organizational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to: (a) the harm that might result from unauthorized or unlawful processing or accidental loss, destruction or damage; and (b) the nature of the data to be protected

SCHEDULE 1

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name : **Customer (As set forth in the relevant Order Form).**

Address: **As set forth in the relevant Order Form**.

Contact person's name, position, and contact details: **As set forth in the relevant Order Form.**

Activities relevant to the data transferred under these Clauses: **Recipient of the Services provided by Adrenalin eSystems Ltd in accordance with the Agreement.**

Signature and date: **Signature and date are set out in the Agreement.**

Role Controller/ Processor): **Controller**

Data importer(s):

Name: **Adrenalin eSystems Ltd**

Address: **Adrenalin eSystems Limited,**

Intellect Design Arena,

6th Floor, NXT LVL, East wing, Plot No. 3/G3, Sipcot IT Park,

Siruseri, Chennai - 600 130, India.

DPO's name, position, and contact details: Asif R Mohammed, Executive Vice President & Chief Delivery Officer, asif.r@myadrenalin.com

Activities relevant to the data transferred under these Clauses: **Provision of the Services to the Customer in accordance with the Agreement.**

Signature and date: **Signature and date are set out in the Agreement.**

Role (controller/processor): **Processor.**

ANNEX II

LIST OF SUB-PROCESSORS

The controller has authorized the use of the following sub-processors:

Name of Sub- Processor	Description of Processing	Location of Other Processor
Microsoft Azure	Running the Production environment including the Application and Databases	Central India, South Africa North, West Europe and UAE North
Microsoft O365	Email services	India

Adrenalin HRMS	HR Application	India