

Data Processing Agreement

(This is an appendix to the Synkka Master Service Agreement)

This Data Processing Agreement (hereinafter the "DPA") shall apply to all Services (as defined below) provided by Synkka Ltd, a company registered in England and Wales under Company Number 16097527 (hereinafter "Synkka").

Each party, company or business that holds an account at the Synkka platform or makes use of the Services in any other way (hereinafter "Customer") shall be deemed to have accepted these Terms in full.

For purposes of these Terms, Customer shall be the Data Controller and Synkka shall be the Data Processor.

Preamble

Pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR), these Terms shall apply to all Services provided by Synkka to Customer and reflect the parties' agreement with regard to the processing of Customer Personal Data.

1. Definitions

1.1 "Customer Personal Data", shall mean any Personal Data processed by Synkka or third parties commissioned by Synkka in connection with the Services;

1.2 "Data Breach", shall mean any unauthorised or unlawful processing, disclosure of, or access to, Customer Personal Data or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Customer Personal Data;

1.3 "Data Controller", shall have the meaning as set out in Article 4 of the GDPR;

1.4 "Data Processor", meaning as set out in Article 4 of the GDPR;

1.5 "Data Subject", shall mean a natural person whose Personal Data are processed by Synkka;

1.6 "EEA", shall mean the European Economic Area;

1.7 "GDPR", shall mean the EU retained law version of 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 the UK Data Protection Act 2018;

1.8 "Personal Data", shall have the meaning as set out in Article 4 of the GDPR;

1.9 "Services", shall mean any activities to be supplied or carried out by Synkka for Customer, in relation to the use of: <https://synkka.ai/>, and other related websites provided and hosted by Synkka;

1.10 "Sub-processor", shall mean any person or entity appointed by or behalf of Synkka to process Customer Personal Data.

1.11 All terms not defined shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

In the course of providing Services to Customer, Synkka may process Customer Personal Data on behalf of the Customer. Parties agree to comply with the following provisions with respect to any Customer Personal Data, each acting reasonably and in good faith.

2. Applicability and Duration of Terms

2.1 These Terms shall apply to all Customer Personal Data processed by Synkka in relation to the Services. Synkka may trust that the person accepting these Terms is entitled to do so in the name of Customer. The Terms shall remain in effect until, and automatically expire upon deletion of all

Customer Personal Data, as described in Section 11 of these Terms (Deletion or Return of Personal Data).

3. Processing of Personal Data

3.1 Synkka shall process Customer Personal Data solely for the purposes of improving and providing Services to Customer. Synkka shall only process Customer Personal Data on behalf of Customer and in accordance with these Terms and the documented instructions of Customer, unless required otherwise by the relevant law to which Synkka is subject.

3.2 Synkka shall comply with all applicable data protection laws in the processing of Customer Personal Data.

3.3 Synkka shall promptly inform Customer, and in any event no later than 24 hours, if, in the opinion of Synkka, an instruction of Customer in relation to the processing of Customer Personal Data, infringes relevant data protection laws and/or these Terms, unless the applicable law prohibits from doing so on important grounds of public interest.

4. Security Measures and Confidentiality

4.1 Synkka shall implement and maintain appropriate technical and organisational measures to protect Customer Personal Data against a Data Breach. For more details please see the Synkka Privacy Policy.

4.2 Security measures shall include, but not be limited to, measures to protect Customer Personal Data; the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore timely availability and access to Customer Personal Data following an incident; and regular testing/assessing/evaluating the effectiveness of applied measures for ensuring security of the processing.

4.3 Synkka shall take appropriate steps to ensure compliance with the security measures by the persons authorised to process Customer Personal Data, including ensuring that all persons authorised to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.4 Synkka shall ensure that only the persons authorised to process Customer Personal Data are given access and only to the extent necessary to provide and improve Services to Customer.

5. Sub-processing

5.1 Synkka shall only engage a Sub-processor for any processing activities pursuant to these Terms if such Sub-processor is located within the UK, EEA, or the United States of America (subject to appropriate measures being put in place between Synkka and the Sub-processor based in the US). In all other cases Synkka shall notify Customer before using a Sub-processor and provide Customer the right to opt-out from the provision of Services by deleting Customer account.

5.2 Customer specifically authorises the engagement of the Sub-processors listed in Appendix 1 (Sub-processors as of 10 May 2018). In addition, Customer generally authorises the engagement of any other third parties as Sub-processors, as long as such parties are appointed in accordance with the rules stipulated in this Section. Synkka shall update his overview of Sub-processors on a regular basis. The overview can be found [here](#).

5.3 With respect to each Sub-processor, Synkka shall ensure that:

5.3.1 Such engagement is set out in a written contract or other written legal act;

5.3.2 The obligations, as laid out in these Terms and under Article 28(3) of the GDPR are imposed mutatis mutandis on the Sub-processor;

5.3.3 Sub-processor processes Customer Personal Data in line with appropriate and technical organisational measures pursuant to these Terms and Article 32 of the GDPR;

5.4 Synkka shall be responsible for the Customer Personal Data processed by a Sub processor. This shall not apply to carrier-related liabilities, as described in the Synkka Terms & Conditions.

6. Data Subject's Rights

6.1 Synkka shall enable Customer on request to access, rectify, delete, object, or restrict the processing of Customer Personal Data, and to export Customer Personal Data in accordance with the procedures and timeframes specified in these Terms.

6.2 Data Subject Requests

6.2.1 In the event of receiving any request from a Data Subject in relation to Customer Personal Data, Synkka shall support Data Subject to submit his/her request to Customer, who shall respond to such requests.

6.2.2 Synkka shall assist Customer in meeting its obligation to respond to requests by Data Subjects, in order to enable exercising Data Subject's rights, as laid down in Chapter III of the GDPR.

7. Data Transfers

7.1 Customer Personal Data shall only be processed by Synkka and/or appointed Sub processors: (i) within the UK or the EEA; or (ii) the United States of America, (subject to appropriate measures being put in place between Synkka and the Sub-processor based in the US); or (iii) in a country recognised by the European Commission as providing an adequate level of protection for Personal Data.

7.2 Whenever Synkka is permitted by Customer to transfer Customer Personal Data to any recipient or country outside the UK, EEA or the United States of America, (subject to appropriate measures being put in place between Synkka and the Sub-processor based in the US); and such country is (i) not recognized by the European Commission as providing an adequate level of protection for Personal Data; or (ii) not covered by a suitable framework or certification recognized by

the relevant authorities or courts as providing an adequate level of protection of Personal Data, then Synkka shall implement Standard Contractual Clauses (pursuant to the European Commission's decision of 5th February 2010 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) plus the UK's International Data Transfer Addendum.

8. Personal Data Breach

8.1 In the event of a Data Breach affecting Customer Personal Data, Synkka shall promptly notify Customer after becoming aware of the breach, and in any event, no more than 24 hours after the breach takes place. Synkka shall promptly take measures to address the breach and mitigate any adverse effects.

8.2 Synkka shall support Customer in ensuring compliance with any legal obligations to report the breach to a supervisory authority or inform Data Subjects of the Data Breach pursuant to Articles 33 and 34 of the GDPR.

9. Data Protection Impact Assessments and Prior Consultation

9.1 Synkka shall provide assistance to Customer with regard to conducting data protection impact assessments, including any consultations with supervising authorities or other competent data privacy authorities, in order to fulfil obligations as outlined under Articles 35 and 36 of the GDPR, or equivalent provisions of any other data protection law.

10. Record of Processing Activities

10.1 Synkka shall maintain a record of processing activities relating to these Terms and to Customer Personal Data, in accordance with the requirements stipulated under Article 30 of the GDPR [\[Article 30 GDPR\]](#).

10.2 Synkka shall make such records available to Customer upon request and without undue delay.

11. Deletion or Return of Personal Data

11.1 Any Customer Personal Data shall be pseudonymized within 12 months after having been included in the Synkka system.

11.2 Customers may at all times request Synkka to close its account and/or delete all Customer Personal Data in writing. In such an event Synkka shall delete all Customer Personal Data within six (6) months from the request. Synkka cannot support earlier deletion as this data may be required for adequate provision of the Services.

11.3 The provisions of this Section 11 are subject to EU or EU Member State law requirements regarding storage and retention of Personal Data.

12. Audit

12.1 Customer, or a third-party auditor acting under Customer's direction, shall have the right to conduct data privacy and security audits at own expense, concerning Synkka's data security and privacy procedures relating to the processing of Customer Personal Data, and its compliance with these Terms and the relevant data protection legislation. Customers may require Synkka to demonstrate evidence of compliance with these procedures in lieu of or in addition to conducting such an audit.

13. Liability

13.1 The liability of Synkka, under these Terms or by law, shall at all times be limited to the amount covered by the liability insurance of Synkka. If such liability insurance does not provide for adequate coverage, the aggregate liability of Synkka shall at all times be limited to the amount of fees paid by Customer to Synkka for the related Services in a given calendar year.

14. Final Provisions

14.1 These terms and its interpretation shall be governed by the laws of England and Wales.

14.2 Any disputes arising in relation to the Terms shall be brought before the courts in England, which shall have exclusive jurisdiction to adjudicate, unless specifically agreed otherwise by the parties, in writing.

14.3 Any future modifications to these Terms shall be made in writing. Such modifications shall be made in the form of providing an updated version of these Terms.

14.4 Should any provision of these Terms be deemed invalid or unenforceable, the remainder of these Terms shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability whilst preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

