
**XAVIER ANALYTICS
DATA PROCESSING ADDENDUM**

This Data Processing Addendum (the Addendum) forms part of the Xavier Analytics Terms of Service (and any ancillary or related documentation), as updated or amended from time to time (the Agreement), between the Customer (as identified below) and Xavier Analytics. All capitalised terms not defined in this Addendum shall have the meaning set out in the Agreement.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum consists of two parts: the main body of the DPA, and the Standard Contractual Clauses in Attachment 1 (including Appendices 1 and 2).
2. This DPA and the Standard Contractual Clauses have been pre-signed by Hatch Apps Ltd trading as Xavier Analytics ('Xavier Analytics').
Xavier Analytics is a private limited company registered in England with number 09866038
Registered address: 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL
VAT number: 229 1401 32.
Data Protection Officer: Helen Lloyd.
Email address: helen@xavier-analytics.com
Telephone number: 07724319720
Postal address: 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL
Hatch Apps Ltd (Trading As Xavier Analytics) is registered with the ICO under the Data Protection (Charges and Information) Regulations 2018, reference number: ZA478825
3. If Xavier Analytics processes personal data on behalf of a Xavier Analytics customer that qualifies as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (an Eligible Customer), such Eligible Customer may execute this Addendum. Eligible Customers can complete this Addendum by:
 - (a) Completing the information in the signature box and counter-signing; and
 - (b) Submitting the completed and signed Addendum to the Xavier Analytics Data Protection Officer at helen@xavier-analytics.com. Any questions regarding this Addendum should be sent to helen@xavier-analytics.com.
4. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

RELATIONSHIP OF THE PARTIES:

The Customer (the Controller) appoints Xavier Analytics as a Processor to process the personal data described in the Agreement (the "Data") for the purposes and Services described and the terms set out, in the Agreement, including, for the avoidance of doubt, to provide you with, and update and improve, our services (or as otherwise agreed in writing by the parties) (the "Permitted Purpose"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

WHEREAS:

- (1) The Data Controller engages the Data Processor to provide to the Data Controller the Services described in the Agreement.

(2) The provision of the Services by the Data Processor involves it in processing the Personal Data described in the Xavier Analytics GDPR Policy on behalf of the Data Controller.

(3) Under EU Regulation 2016/679 General Data Protection Regulation (“the GDPR”) (Article 28, paragraph 3), the Data Controller is required to put in place an agreement in writing between the Data Controller and any organisation which processes personal data on its behalf governing the processing of that data.

(4) The Parties have agreed to enter into this Agreement to ensure compliance with the said provisions of the GDPR in relation to all processing of the Personal Data by the Data Processor for the Data Controller.

(5) The terms of this Agreement are to apply to all processing of Personal Data carried out for the Data Controller by the Data Processor and to all Personal Data held by the Data Processor in relation to all such processing.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

| | |
|--|---|
| “Data Controller”, “Data Processor”, “processing”, and “data subject” | shall have the meanings given to the terms “controller”, “processor”, “processing”, and “data subject” respectively in Article 4 of the GDPR; |
| “ICO” | means the UK’s supervisory authority, the Information Commissioner’s Office; |
| “Personal Data” | means all such “personal data”, as defined in Article 4 of the GDPR, as is, or is to be, processed by the Data Processor on behalf of the Data Controller, as described in the Agreement; |
| “Services” | means those services described in the Agreement which are provided by the Data Processor to the Data Controller and which the Data Controller uses; |
| “Standard Contractual Clauses” | means the agreement pursuant to the European Commission’s decision of 5 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, executed by and between Customer and Xavier and attached hereto as Attachment 1. |
| “Sub-Processor” | means a sub-processor appointed by the Data Processor to process the Personal Data; and |

“Sub-Processing Agreement”

means an agreement between the Data Processor and a Sub-Processor governing the Personal Data processing carried out by the Sub-Processor, as described in Clause 9.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “this Addendum” is a reference to this Addendum;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of this Addendum.
 - 1.2.5 a "Party" or the "Parties" refer to the parties to this Addendum.
- 1.3 The headings used in this Addendum are for convenience only and shall have no effect upon the interpretation of this Addendum.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include all other genders.
- 1.6 References to persons shall include corporations.

2. Scope and Application of this Addendum

- 2.1 The provisions of this Addendum shall apply to the processing of the Personal Data described in the Agreement, carried out for the Data Controller by the Data Processor, and to all Personal Data held by the Data Processor in relation to all such processing whether such Personal Data is held at the date of this Agreement or received afterwards.
- 2.2 The provisions of this Agreement supersede any other arrangement, understanding, or agreement made between the Parties at any time relating to the Personal Data.
- 2.3 The Agreement shall continue in full force and effect for so long as the Data Processor is processing Personal Data on behalf of the Data Controller, and thereafter as provided in Clause 10.

3. Provision of the Services and Processing Personal Data

The Data Processor is only to carry out the Services, and only to process the Personal Data received from the Data Controller:

- 3.1 for the purposes of those Services and not for any other purpose;
- 3.2 to the extent and in such a manner as is necessary for those purposes; and
- 3.3 strictly in accordance with the express written authorisation and instructions of the Data Controller (which may be specific instructions or instructions of a general nature or as otherwise notified by the Data Controller to the Data Processor).

4. Data Protection Compliance

- 4.1 All instructions given by the Data Controller to the Data Processor shall be made in

writing and shall at all times be in compliance with the GDPR and other applicable laws. The Data Processor shall act only on such written instructions from the Data Controller unless the Data Processor is required by law to do otherwise (as per Article 29 of the GDPR).

4.2 The Data Processor shall promptly comply with any request from the Data Controller requiring the Data Processor to amend, transfer, delete, or otherwise dispose of the Personal Data.

4.3 The Data Processor shall transfer all Personal Data to the Data Controller on the Data Controller's request in the formats, at the times, and in compliance with the Data Controller's written instructions.

4.4 Both Parties shall comply at all times with the GDPR and other applicable laws and shall not perform their obligations under this Agreement or any other agreement or arrangement between themselves in such way as to cause either Party to breach any of its applicable obligations under the GDPR.

4.5 The Data Controller hereby warrants, represents, and undertakes that the Personal Data shall comply with the GDPR in all respects including, but not limited to, its collection, holding, and processing, and that the Data Controller has in place all necessary and appropriate consents and notices to enable the lawful transfer of the Personal Data to the Data Processor.

4.6 The Data Processor agrees to comply with any reasonable measures required by the Data Controller to ensure that its obligations under this Agreement are satisfactorily performed in accordance with any and all applicable legislation from time to time in force (including, but not limited to, the GDPR) and any best practice guidance issued by the ICO.

4.7 The Data Processor shall provide all reasonable assistance (at the Data Controller's cost) to the Data Controller in complying with its obligations under the GDPR with respect to the security of processing, the notification of personal data breaches, the conduct of data protection impact assessments, and in dealings with the ICO.

4.8 When processing the Personal Data on behalf of the Data Controller, the Data Processor shall:

4.8.1 not process the Personal Data outside the European Economic Area (all EU member states, plus Iceland, Liechtenstein, and Norway) ("EEA") without the prior written consent of the Data Controller and, where the Data Controller consents to such a transfer to a country that is outside of the EEA, to comply with the obligations of Data Processors under the provisions applicable to transfers of Personal Data to third countries set out in Chapter 5 of the GDPR by providing an adequate level of protection to any Personal Data that is transferred;

4.8.2 not transfer any of the Personal Data to any third party without the written consent of the Data Controller and, in the event of such consent, the Personal Data shall be transferred strictly subject to the terms of a suitable agreement, as set out in Clause 9;

4.8.3 process the Personal Data only to the extent, and in such manner, as is necessary in order to comply with its obligations to the Data Controller or as may be required by law (in which case, the Data Processor shall inform the Data Controller of the legal requirement in question before processing the Personal Data for that purpose unless prohibited from doing so by law);

4.8.4 implement appropriate technical and organisational measures, as described in the Xavier Analytics Information Security Policy and Xavier Analytics GDPR policy, and take all steps necessary to protect the Personal Data against

unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, or disclosure. The Data Processor shall inform the Data Controller in advance of any changes to such measures;

- 4.8.5 if so requested by the Data Controller (and within the timescales required by the Data Controller) supply further details of the technical and organisational systems in place to safeguard the security of the Personal Data held and to prevent unauthorised access;
- 4.8.6 keep complete and accurate records and information concerning all processing activities carried out on the Personal Data in order to demonstrate its compliance with this Agreement;
- 4.8.7 make available to the Data Controller any and all such information as is reasonably required and necessary to demonstrate the Data Processor's compliance with the GDPR;
- 4.8.8 on reasonable prior notice, submit to audits and inspections and provide the Data Controller with any information reasonably required in order to assess and verify compliance with the provisions of this Agreement and both Parties' compliance with the requirements of the GDPR. The requirement to give notice will not apply if the Data Controller believes that the Data Processor is in breach of any of its obligations under this Agreement or under the law; and
- 4.8.9 inform the Data Controller immediately if it is asked to do anything that infringes the GDPR or any other applicable data protection legislation.

5. Data Subject Access, Complaints, and Breaches

5.1 The Data Processor shall, at the Data Controller's cost, assist the Data Controller in complying with its obligations under the GDPR. In particular, the following shall apply to data subject access requests, complaints, and data breaches.

5.2 The Data Processor shall notify the Data Controller without undue delay if it receives:

- 5.2.1 a subject access request from a data subject; or
- 5.2.2 any other complaint or request relating to the processing of the Personal Data.

5.3 The Data Processor shall, at the Data Controller's cost, cooperate fully with the Data Controller and assist as required in relation to any subject access request, complaint, or other request, including by:

- 5.3.1 providing the Data Controller with full details of the complaint or request;
- 5.3.2 providing the necessary information and assistance in order to comply with a subject access request;
- 5.3.3 providing the Data Controller with any Personal Data it holds in relation to a data subject (within the timescales required by the Data Controller); and
- 5.3.4 providing the Data Controller with any other information requested by the Data Controller.

5.4 The Data Processor shall notify the Data Controller immediately if it becomes aware of any form of Personal Data breach, including any unauthorised or unlawful processing, loss of, damage to, or destruction of any of the Personal Data.

Appointment of a Data Protection Officer

5.5 The Data Controller shall appoint a Data Protection Officer in accordance with Article 37 of the GDPR and shall supply the details of the Data Protection Officer to the Data Controller prior to the commencement of the processing.

5.6 The Data Processor has appointed a Data Protection Officer in accordance with Article 37 of the GDPR, whose details are as follows: Helen Lloyd, helen@xavier-analytics.com.

6. Liability and Indemnity

6.1 The Data Controller shall be liable for, and shall indemnify (and keep indemnified) the Data Processor in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Processor arising directly or in connection with:

6.1.1 any non-compliance by the Data Controller with the GDPR or other applicable legislation;

6.1.2 any Personal Data processing carried out by the Data Processor or Sub-Processor in accordance with instructions given by the Data Controller that infringe the GDPR or other applicable legislation; or

6.1.3 any breach by the Data Controller of its obligations under this Agreement, except to the extent that the Data Processor is liable under sub-Clause 6.2.

6.2 The Data Processor shall be liable for, and shall indemnify (and keep indemnified) the Data Controller in respect of any and all action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and payments on a solicitor and client basis), or demand suffered or incurred by, awarded against, or agreed to be paid by, the Data Controller arising directly or in connection with the Data Processor's Personal Data processing activities that are subject to this Agreement:

6.2.1 only to the extent that the same results from the Data Processor's breach of this Agreement; and

6.2.2 not to the extent that the same is or are contributed to by any breach of this Agreement by the Data Controller.

6.3 The Data Controller shall not be entitled to claim back from the Data Processor any sums paid in compensation by the Data Controller in respect of any damage to the extent that the Data Controller is liable to indemnify the Data Processor under sub-Clause 6.1.

6.4 Nothing in this Agreement (and in particular, this Clause 6) shall relieve either Party of, or otherwise affect, the liability of either Party to any data subject, or for any other breach of that Party's direct obligations under the GDPR. Furthermore, the Data Processor hereby acknowledges that it shall remain subject to the authority of the ICO and shall co-operate fully therewith, as required, and that failure to comply with its obligations as a data processor under the GDPR may render it subject to the fines, penalties, and compensation requirements set out in the GDPR.

7. Intellectual Property Rights

All copyright, database rights, and other intellectual property rights subsisting in the Personal Data (including but not limited to any updates, amendments, or adaptations to the Personal Data made by either the Data Controller or the Data Processor) shall belong to the Data

Controller or to any other applicable third party from whom the Data Controller has obtained the Personal Data under licence (including, but not limited to, data subjects, where applicable). The Data Processor is licensed to use such Personal Data under such rights only for the purposes of the Services, and in accordance with this Agreement.

8. Confidentiality

8.1 The Data Processor shall maintain the Personal Data in confidence, and in particular, unless the Data Controller has given written consent for the Data Processor to do so, the Data Processor shall not disclose any Personal Data supplied to the Data Processor by, for, or on behalf of, the Data Controller to any third party. The Data Processor shall not process or make any use of any Personal Data supplied to it by the Data Controller otherwise than in connection with the provision of the Services to the Data Controller.

8.2 The Data Processor shall ensure that all personnel who are to access and/or process any of the Personal Data are contractually obliged to keep the Personal Data confidential.

8.3 The obligations set out in in this Clause 9 shall continue for a period of 9 months after the cessation of the provision of Services by the Data Processor to the Data Controller.

8.4 Nothing in this Agreement shall prevent either Party from complying with any requirement to disclose Personal Data where such disclosure is required by law. In such cases, the Party required to disclose shall notify the other Party of the disclosure requirements prior to disclosure, unless such notification is prohibited by law.

9. Appointment of Sub-Processors

9.1 The Data Processor shall not sub-contract any of its obligations or rights under this Agreement without the prior written consent of the Data Controller (such consent not to be unreasonably withheld).

9.2 In the event that the Data Processor appoints a Sub-Processor (with the written consent of the Data Controller), the Data Processor shall:

9.2.1 enter into a Sub-Processing Agreement with the Sub-Processor which shall impose upon the Sub-Processor the same obligations as are imposed upon the Data Processor by this Agreement and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and

9.2.2 ensure that the Sub-Processor complies fully with its obligations under the Sub-Processing Agreement and the GDPR.

9.3 In the event that a Sub-Processor fails to meet its obligations under any Sub-Processing Agreement, the Data Processor shall remain fully liable to the Data Controller for failing to meet its obligations under this Agreement.

9.4 Sub-Processors engaged by the Data Importer at the time of signing are as follows:

| Sub-processor service | Name of sub-processor |
|------------------------------|------------------------------|
| Hosting | Amazon AWS |
| User Support Messaging | Intercom |
| Subscription Billing | Stripe |

An updated list will be maintained at <https://xavier-analytics.com/terms-of-service/> within the Terms of Service.

10. Deletion and/or Disposal of Personal Data

10.1 The Data Processor shall, at the written request of the Data Controller, delete (or otherwise dispose of) the Personal Data or return it to the Data Controller in the format(s) reasonably requested by the Data Controller within 9 months following the end of the provision of the Services under the Service Agreement, or the data being removed by the Customer during use of the Service.

10.2 Following the deletion, disposal, or return of the Personal Data under sub-Clause 11.1, the Data Processor shall delete (or otherwise dispose of) all further copies of the Personal Data that it holds, unless retention of such copies is required by law, in which case the Data Processor shall inform the Data Controller of such requirement(s) in writing.

10.3 All Personal Data to be deleted or disposed of under this Agreement shall be deleted or disposed of securely.

11. Law and Jurisdiction

11.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

11.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SIGNED for and on behalf of the Data Controller by:

Name and Title

Authorised Signature

Date: _____

SIGNED for and on behalf of the Data Processor by:

Helen Lloyd



Authorised Signature

Date: 06/09/2019

Attachment 1: Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection,

Name of the data exporting organisation:

Address:

Tel.:

E-mail:

Other information needed to identify the organisation:

(the data exporter)

And

Name of the data importing organisation: Hatch Apps Ltd (Trading As Xavier Analytics)

Address: 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL

E-mail: contact@xavier-analytics.com

Other information needed to identify the organisation: None

(the data importer)

each a “party”; together “the parties”, HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1 Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data();
- (b) ‘the data exporter’ means the controller who transfers the personal data;
- (c) ‘the data importer’ means Hatch Apps Ltd (Trading as Xavier Analytics), who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses;
- (d) ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his

instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3 Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4 Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data

exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub- processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5 Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
- (e) any legally binding request for disclosure of the personal data by a law enforcement

authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(f) any accidental or unauthorised access; and

(g) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so:

(h) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(i) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(j) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(k) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(l) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(m) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6 Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

3. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

4. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the

data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7 Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
- (c) The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8 Cooperation with supervisory authorities

- (a) The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
- (b) The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
- (c) The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9 Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10 Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11 Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the

data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

5. Sub-Processors engaged by the Data Importer at the time of signing are as follows:

| Sub-processor service | Name of sub-processor |
|------------------------------|------------------------------|
| Hosting | Amazon AWS |
| User Support Messaging | Intercom |
| Subscription Billing | Stripe |

An updated list will be maintained at <https://xavier-analytics.com/terms-of-service/> within the Terms of Service.

Clause 12 Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature _____

(stamp of organisation)

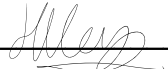
On behalf of the data importer: Hatch Apps Ltd (Trading As Xavier Analytics)

Name (written out in full): Helen Lloyd

Position: Director

Address: 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL

Other information necessary in order for the contract to be binding (if any): None

Signature  _____

Standard Contractual Clauses Appendix 1

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data Exporter

The Data Exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is _____ and its Affiliates (as defined in the Agreement) established within the European Economic Area (EEA) and Switzerland that have purchased Services pursuant to one or more Ordering Documents.

Data Importer

The data importer is (please specify briefly activities relevant to the transfer):

The Data Importer is Hatch Apps Ltd (Trading as Xavier Analytics), a provider of analytics software for accounting data, which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

The data importer's activities for the data exporter, which are relevant to the transfer are:

Accounts and records services, including:

- keeping records of purchases, sales or other transactions, including payments, deliveries or services provided by the data exporter or to the data exporter;
- records for making financial or management forecasts
- other general records and information management services.

IT, digital, technology or telecom services, including provision of technology products or services, telecoms and network services, digital services, hosting, cloud and support services or software licensing

Data Subjects:

The personal data transferred concern the following categories of data subjects:

Each category includes current, past and prospective data subjects. Where any of the following is itself a business or organisation, it includes their staff.

- customers and clients (including their staff)
- suppliers (including their staff)
- advisers, consultants and other professional experts

Categories of data:

The personal data transferred concern the following categories of data (please specify):

The following is a list of standard descriptions of categories of data:

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description.
- Financial details, including information relating to the financial affairs of the data subject,

including income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, and pension information.

- Goods or services provided and related information, including details of the goods or services supplied, licences issued, and contracts.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

- None

Processing Operations

The personal data transferred will be subject to the following basic processing activities (please specify):

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion

DATA EXPORTER:

Name (written out in full):

Position:

Address:

Signature _____

(stamp of organisation)


DATA IMPORTER:

Hatch Apps Ltd (Trading As Xavier Analytics)

Name (written out in full): Helen Lloyd

Position: Director

Address: 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL

Signature  _____

Standard Contractual Clauses Appendix 2

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please refer to the description of the importer's security measures set out in the contract between the controller and processor, named Information Security Policy dated 5th November 2018.

DATA EXPORTER:

Name (written out in full):

Position:

Address:

Signature _____

(stamp of organisation)


DATA IMPORTER:

Hatch Apps Ltd (Trading As Xavier Analytics)

Name (written out in full): Helen Lloyd

Position: Director

Address: 14 Greenway Farm, Bath Road, Wick, Bristol, BS30 5RL

Signature  _____