

DATA PROCESSING AGREEMENT

Module 2 - Transfer Controller to Processor

Pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021

Date of entry into effect: July 20 2026

RECITALS

NuMind Technology, Inc. and the data exporter have executed the NuMind Terms and Conditions for the NuExtract API Services and/or one or more Order Forms thereunder (together, the "**Agreement**").

Any term defined in the Agreement shall have the same definition under this Data Processing Agreement (the "**DPA**" or the "**Clauses**"), unless otherwise defined herein.

In the context of their contractual relationship, the Parties undertake to comply with the regulations in force applicable to the processing of personal data (the "**Applicable Regulations**") and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "**GDPR**").

The Parties have agreed on the following Clauses on the basis of Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679. These Clauses apply to Module 2 (Transfer Controller to Processor) exclusively. Modules 1, 3, and 4 are not applicable and are not reproduced herein.

The DPA below does not exclude the execution of any other necessary clauses and agreements under any other applicable regulation if and where applicable. In accordance and in any case, the Customer, in its capacity as controller, may contact NuMind in order to provide NuMind with an alternative or additional data processing agreement proposal.

IN LIGHT OF THE FOREGOING, PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

SECTION I

CLAUSE 1 – PURPOSE AND SCOPE

- a. The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) for the transfer of personal data to a third country.
- b. The Parties:
 - (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "**entity/ies**") transferring the personal data, as listed in Annex I.A (hereinafter each "**data exporter**"), and

- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each “**data importer**”)

have agreed to these standard contractual clauses (hereinafter: “**Clauses**”).

- c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

CLAUSE 2 – EFFECT AND INVARIABILITY OF THE CLAUSES

- a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

CLAUSE 3 – THIRD-PARTY BENEFICIARIES

- a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
 - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
 - (ii) Clause 8 – Clause 8.1(b), 8.9(a), (c), (d) and (e);
 - (iii) Clause 9 – Clause 9(a), (c), (d) and (e);
 - (iv) Clause 12 – Clause 12(a), (d) and (f);
 - (v) Clause 13;
 - (vi) Clause 15.1(c), (d) and (e);
 - (vii) Clause 16(e);
 - (viii) Clause 18 – Clause 18(a) and (b).
- b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

CLAUSE 4 – INTERPRETATION

- a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

CLAUSE 5 – HIERARCHY

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

CLAUSE 6 – DESCRIPTION OF THE TRANSFER(S)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

CLAUSE 7 – DOCKING CLAUSE

- a. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- c. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

CLAUSE 8 – DATA PROTECTION SAFEGUARDS

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the Contract.
- b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in

Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the Contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter “**personal data breach**”). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the

nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "**sensitive data**"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter "**onward transfer**") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- a. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

- d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

CLAUSE 9 – USE OF SUB-PROCESSORS

- a. The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
- b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- c. The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its Contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that Contract.
- e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

CLAUSE 10 - DATA SUBJECT RIGHTS

- a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

- c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

CLAUSE 11 – REDRESS

- a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
 - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

CLAUSE 12 – LIABILITY

- a. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

- e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- g. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

CLAUSE 13 – SUPERVISION

- a. The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

CLAUSE 14 – LOCAL LAWS AND PRACTICES AFFECTING COMPLIANCE WITH THE CLAUSES

- a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards;

- (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the Contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the Contract, insofar as it concerns the processing of personal data under these Clauses. If the Contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the Contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

CLAUSE 15 – OBLIGATIONS OF THE DATA IMPORTER IN CASE OF ACCESS BY PUBLIC AUTHORITIES

15.1 Notification

- a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

- c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the Contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the Contract and make it available to the competent supervisory authority on request.
- e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimization

- a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

CLAUSE 16 – NON-COMPLIANCE WITH THE CLAUSES AND TERMINATION

- a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the Contract is terminated. This is without prejudice to Clause 14(f).
- c. The data exporter shall be entitled to terminate the Contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or

- (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the Contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- d. Personal data that has been transferred prior to the termination of the Contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

CLAUSE 17- GOVERNING LAW

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of France.

CLAUSE 18 – CHOICE OF FORUM AND JURISDICTION

- a. Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- b. The Parties agree that those shall be the courts of Paris, France.
- c. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- d. The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

A. LIST OF PARTIES

Data exporter:

The Customer

Name, address and contact details: The Customer identified in the applicable Order Form or online registration, using the address and contact details specified therein.

Signature and date: The Customer's electronic acceptance of the Agreement constitutes its signature of these Clauses on the Effective Date.

Activities relevant to the data transferred under these Clauses: The Customer transfers personal data contained in documents submitted to the NuExtract API as part of its use of the NuMind NuExtract structured data extraction Services.

Role: Controller

Data importer:

NuMind Technology, Inc.

Address: 2093 Philadelphia Pike, #3795, Claymont, DE 19703, United States of America

Contact person's name, position and contact details: Mr. Etienne Bernard, CEO - etienne@numind.ai

Signature and date: NuMind's acceptance of the applicable Order Form or provision of access to the Services constitutes its signature of these Clauses on the Effective Date.

Activities relevant to the data transferred under these Clauses: NuMind provides the NuMind API Services to the Customer, Data Exporter, and in this context processes personal data contained in Customer Content received via the NuExtract API for the purpose of structured data extraction and returns the results (Output) to the Customer. Customer Content and Outputs are deleted from NuMind's active production systems within a maximum of fourteen (14) days following the relevant API call. Residual copies may remain in encrypted database backup or history systems for a maximum of thirty (30) days and are deleted through the ordinary backup rotation process.

Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

The categories of data subjects depend on the Customer Content and may include the Customer's employees, contractors, customers, suppliers, applicants, patients, counterparties, or other individuals whose data appears in the documents or materials processed by the Customer.

Categories of personal data transferred

The categories of personal data depend on the Customer Content or other materials made accessible by the Customer and may include any personal data contained in documents, files, support materials, logs, tickets, screenshots, or training sets provided by or on behalf of the Customer.

Such may include, without limitation: identification data (names, dates of birth, national identification numbers, passport numbers); contact details (postal addresses, phone numbers, email addresses); professional information (job titles, employer names, professional activity); financial information (account numbers, payment amounts, transaction records); and any other personal data that appears in the documents submitted by the Customer for extraction. The specific categories processed in any given API call are determined solely by the Customer's choice of Customer Content.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive personal data depend on the Customer Content or other materials made accessible by the Customer and may include any personal data contained in documents, files, support materials, logs, tickets, or screenshots provided by or on behalf of the Customer.

NuMind processes Customer Content solely on the instructions of the data exporter. The data exporter warrants that it has a valid legal basis under the GDPR for any special category personal data included in Customer Content submitted to the Services.

The Customer is solely responsible for ensuring that: (i) it has an appropriate legal basis for processing any sensitive data; (ii) all applicable enhanced safeguards, DPIA requirements, and sector-specific obligations have been fulfilled prior to submitting such data; and (iii) NuMind is not placed in a position of having to comply with obligations arising specifically from the nature of sensitive data beyond those set out in these Clauses.

NuMind applies the technical and organisational measures described in Annex II to all Customer Content, regardless of the category of personal data contained therein.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous. Each API call by the Customer constitutes a separate, distinct transfer of Customer Content (and any personal data contained therein) from the data exporter's infrastructure to NuMind's servers in the United States.

Nature of the processing

AI-powered extraction of structured information from documents via the NuExtract API. Processing consists of: (i) receiving Customer Content (documents, images, text, or other input data) via API requests; (ii) running AI inference on NuMind's proprietary extraction models; (iii) generating an Output

(structured JSON or other machine-readable format) comprising the extracted information; and (iv) returning the Output to the Customer via the API response.

Customer Content and Outputs are deleted from NuMind's active production systems within a maximum of fourteen (14) days. Residual copies may remain in encrypted database backup or history systems for a maximum of thirty (30) days and are deleted through the ordinary backup rotation process.

Purpose(s) of the data transfer and further processing

The sole purpose is the provision of the NuExtract API Services as described in the Agreement: enabling the Customer to extract structured data from documents submitted via the API. Personal data contained in Customer Content is processed solely as incidental content necessary to perform the extraction; it is not the primary subject of processing and is not used for any other purpose, including training, model improvement, or analytics.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Customer Content, including any personal data contained therein, and Outputs are retained in active production systems for no longer than fourteen (14) days following the relevant API call. Residual copies may remain in encrypted database backup or history systems for a maximum of thirty (30) days. Such copies are not used for ordinary processing and are deleted through the ordinary backup rotation process.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

NuMind engages the sub-processors listed in Annex III to provide the infrastructure and supporting services necessary for the operation of the Services, including application hosting, database hosting, GPU inference, usage metering, payment processing, monitoring and transactional communications.

Customer Personal Data is processed by each sub-processor solely for the object, according to the nature, in the location and for the duration specified in Annex III.

C. COMPETENT SUPERVISORY AUTHORITY

The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 in the EU Member State in which the data exporter is established.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The following technical and organisational measures have been implemented by NuMind Technology, Inc. to ensure an appropriate level of security for personal data processed under these Clauses, taking into account the nature, scope, context, and purposes of processing and the risks to the rights and freedoms of natural persons.

1. Retention and Deletion

Customer Content and Outputs are automatically deleted from NuMind's active production database within a maximum of fourteen (14) days following the relevant API call.

Residual copies may remain in encrypted database backup or history systems for the applicable backup retention period, which shall not exceed 30 days. Such copies are not used for ordinary processing and are deleted through the ordinary backup rotation process.

NuMind does not maintain a separate archive of Customer Content or Outputs. NuMind does not configure persistent storage with its GPU inference providers.

2. Customer-Initiated Deletion

NuMind provides the data exporter with a dedicated API endpoint enabling it to request the deletion of Customer Content and Outputs at any time. Following a valid deletion request, NuMind shall delete the relevant Customer Content and Outputs from its active production systems without undue delay.

Residual copies may remain in encrypted backup or database history systems until expiry of the applicable backup retention period described above. Such copies are not used for ordinary processing and are deleted through the ordinary backup rotation process.

3. Prohibition on Training or Repurposing

NuMind shall not use Customer Content or Outputs for training, fine-tuning, improving, benchmarking or developing NuMind's AI models or any other AI system or product.

4. Encryption

Communications between the data exporter's systems and the NuExtract API are encrypted in transit using TLS/HTTPS. Transfers between NuMind's application infrastructure, database infrastructure and GPU inference infrastructure are similarly encrypted in transit.

Customer Content, Outputs and related data stored in Neon are encrypted at rest using the encryption controls implemented by Neon. NuMind does not configure persistent storage with its GPU inference providers.

5. Access Control and Least Privilege

Access to the NuExtract API requires valid Customer-specific API Credentials. Administrative access to the production infrastructure and database is restricted to authorized NuMind personnel responsible for infrastructure operations, on a need-to-know and least-privilege basis. Access is revoked when no longer required.

6. Confidentiality Obligations for Personnel

All NuMind personnel authorized to access systems that process Customer Content are bound by contractual confidentiality obligations.

7. Sub-Processor Management

NuMind maintains and updates the list of sub-processors in Annex III and provides the data exporter with at least thirty (30) days' advance written notice of any intended addition or replacement.

8. Personal Data Breach Notification

In the event of a personal data breach concerning Customer Personal Data, NuMind shall notify the data exporter without undue delay after becoming aware of the breach. The notification shall include the information reasonably available to NuMind concerning the nature, scope, likely consequences and remediation of the breach. NuMind shall reasonably cooperate with the data exporter in connection with its applicable notification obligations.

9. Data Subject Rights Assistance

Taking into account the nature of the processing, NuMind shall provide reasonable assistance to the data exporter in responding to requests from data subjects. Where Customer Personal Data remains in active systems, NuMind shall take reasonable steps to access, correct, export or delete such data in accordance with the data exporter's documented instructions. Copies remaining in backups shall be deleted through the ordinary backup rotation process.

10. Security Monitoring and Incident Response

NuMind monitors its infrastructure using HyperDX and the monitoring capabilities provided by its infrastructure providers. Monitoring data is limited to technical logs, metrics, traces and error information.

NuMind investigates and takes appropriate measures to contain and remediate identified security incidents.

11. DPIA Support

NuMind shall provide the data exporter with information reasonably necessary to complete any data protection impact assessment required under Article 35 of the GDPR, upon written request, to the extent such information is in NuMind's possession and not already available in the Documentation or the Agreement.

ANNEX III

LIST OF SUB-PROCESSORS

The data exporter has given its general authorisation, pursuant to Clause 9(a) Option 2, for the engagement of the following sub-processors. The data importer shall inform the data exporter of any intended changes to this list at least thirty (30) days in advance.

Name of the sub-processor	Data Storage	Address/ Country	GDPR compliance	Object, Nature and duration of the processing
Mistral AI, successor to Koyeb SAS, operating the Koyeb platform	No database storage. Transient processing in the United States.	15, rue des Halles, 75001 Paris	DPA of Koyeb: https://www.koyeb.com/docs/legal/data-processing-agreement	Object: Cloud/PaaS hosting of NuMind's backend and frontend. Concerned persons: Data subjects as defined in Annex I, depending on the Customer Content. Nature of the data: Customer Content and Outputs may transit through the application infrastructure. No database storage is performed by Koyeb. Processing duration: For the duration necessary to operate the application and process the relevant API request.
Neon, LLC, an affiliate of Databricks, Inc.	United States of America	United States of America	Neon/Databricks DPA and Platform Terms	Object: Database hosting. Concerned persons: Data subjects as defined in Annex I, depending on the Customer Content. Nature of the data: Customer Content, Outputs and related application data stored in NuMind's databases. Processing duration: Customer Content and Outputs are retained in active systems for a maximum of fourteen (14) days. Residual encrypted backup copies may remain for a maximum of 30 days.
Lambda, Inc.	No persistent storage configured by NuMind. Transient processing in the United States	2510 Zanker Road, San Jose, CA 95131, United States of America	Lambda Cloud Terms	Object: Provision of GPU infrastructure for AI inference. Concerned persons: Data subjects as defined in Annex I, depending on the Customer Content. Nature of the data: Customer Content and Outputs processed transiently during AI inference. Processing duration: Limited to the duration of the inference operation. NuMind does not configure persistent storage with this provider.

Kong Inc. (OpenMeter / Konnnect Metering & Billing)	United States of America	44 Montgomery Street, Suite 2920, San Francisco, CA 94104, United States of America	Kong Data Protection Addendum	Object: Usage metering and billing calculation. Concerned persons: Customers and Authorized Users of the Services. Nature of the data: Customer or project identifiers, API usage, token counts and timestamps. No Customer Content or Outputs. Processing duration: For the duration of the Agreement and according to NuMind's configured usage-data retention period.
DeploySentinel , Inc. (HyperDX)	United States of America	United States of America	HyperDX DPA	Object: Infrastructure monitoring and error detection. Concerned persons: Customers, Authorized Users and persons whose personal data may appear incidentally in technical telemetry. Nature of the data: Technical logs, metrics, traces and error metadata. NuMind does not intentionally transmit Customer Content or Outputs. Processing duration: According to NuMind's configured monitoring-data retention period.
Mailjet SAS (Sinch Email)	European Union, primarily France	43 rue de Dunkerque, 75010 Paris, France	Sinch Email DPA	Object: Transactional emailing. Concerned persons: Customer contacts and Authorized Users receiving emails concerning the Services. Nature of the data: Names, email addresses, email content and delivery metadata. Processing duration: For the time necessary to send the relevant emails and retain associated delivery records in accordance with the provider's standard retention policy.
Stripe, LLC	United States of America and other countries in which Stripe operates	United States of America	Stripe DPA	Object: Payment processing and payment administration. Concerned persons: Customer billing contacts and persons making payments. Nature of the data: Billing details, transaction information and payment identifiers. Payment method details are collected directly by Stripe and are not stored by NuMind. Processing duration: For the duration necessary to process payments and comply with applicable financial, accounting and legal retention requirements.

