<u>**ANNEX 1: DATA PROCESSING AGREEMENT**</u>

PREAMBLE

As the Supplier processes personal data as a processor in order to execute the Services referred to in the corresponding Order on behalf of the Client, the Parties wish to define their respective rights and obligations regarding the processing of personal data within this framework.

In case of any conflict between the Framework Agreement and this Data Processing Agreement ("DPA"), this DPA shall prevail.

Under no circumstances shall the Framework Agreement or this DPA be considered as modifying the EU Standard Contractual Clauses.

DEFINITIONS

Words or expressions beginning with a capital letter in this annex shall have the following meanings when not already defined in the Framework Agreement:

- **"Regulation"**: Refers to all applicable laws and regulations within the European Union concerning personal data ("PD"), including the General Data Protection Regulation 2016/679 dated 27 April 2016 ("GDPR") from its effective date.
- The terms **"Supervisory Authority," "Personal Data," "Processing," "Data Subject," "Data Controller," "Data Processor," "Personal Data Breach"** shall have the same meanings as those given in the Regulation, and related expressions shall be interpreted accordingly.

1. **GENERAL OBLIGATIONS**
    1.1. Each Party agrees to comply with the Regulation, in particular, the Client's obligation to provide the required information to Data Subjects in a timely manner.
    1.2. As a processor, the Supplier shall only process Personal Data upon documented instructions from the Client and exclusively for the performance of the Services, unless the Supplier is required to process Personal Data under a mandatory provision applicable to it, in accordance with Article 28 of the GDPR.
    1.3. The Supplier shall notify the Client if any instructions provided do not comply with the Regulation. Any undocumented instructions in writing will not be considered.
    1.4. The Client's processing instructions are described in the instruction sheets appended to this DPA (hereinafter referred to as the **"Instructions"**).
    1.5. If the Client wishes to provide additional instructions outside the scope of the Services or this DPA, these instructions must be agreed upon in writing between the Parties. Such an agreement must clearly specify any additional costs that may arise from executing these additional instructions, which shall be borne by the Client.
    1.6. If additional instructions aim to ensure compliance with Other Applicable Regulations, the Client shall indicate this in the written agreement between the Parties. The DPA shall explicitly mention the laws or regulations that apply to the Client and which the Client seeks to comply with. In any case, the Client acknowledges and agrees that additional instructions shall never contradict the Regulation, and the Supplier shall process Personal Data strictly in accordance with the Client's instructions. The Client shall ensure it has obtained all necessary rights and consents required under Other Applicable Regulations.
    1.7. If the Client uses the Services to process other Personal Data or for other processing operations beyond those described in the Instructions, the Client does so at its own risk, and the Supplier shall not be held liable for any failure to comply with the Regulation.
2. **SECURITY AND CONFIDENTIALITY OBLIGATIONS**
    2.1. The Supplier shall implement and maintain appropriate technical and organisational security measures throughout the processing duration to protect Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure, or access, considering the state of the art, the costs of implementation, the nature, scope, context, and purpose of the processing, as well as the likelihood and severity of the risks to the rights and freedoms of individuals.
    2.2. The technical and organisational measures taken by the Supplier may include:
        - Data encryption measures;

- Measures to ensure, during processing, the confidentiality, integrity, availability, and resilience of systems and services processing Personal Data;
- Measures to restore access to and availability of Personal Data promptly in the event of a physical or technical incident;
- Procedures to assess and test the effectiveness of technical and organisational measures.

2.3. However, the Client shall use the Services only after independently determining that the correct implementation of these security measures and the available configuration of the Services ensure that the Processing described in the Instructions meets the Regulation's requirements. The Client shall review the information provided by the Supplier regarding data security.

2.4. The Supplier shall also restrict access to Personal Data to personnel involved in executing the Instructions. This personnel shall be bound by appropriate confidentiality obligations and shall have received the necessary training regarding Personal Data protection.

2.5. If the Parties consider additional security measures necessary to ensure Processing security, they shall negotiate in good faith to identify any further steps required, which shall be incorporated into an amendment to this Agreement.

3. SUBPROCESSING

3.1. The Client authorises the Supplier to engage any subprocessor of its choice ("Subprocessor") for the execution of the Services, provided that the Supplier imposes substantially equivalent obligations on the Subprocessor as those set out in this DPA and ensures the Subprocessor provides sufficient guarantees regarding appropriate technical and organisational measures to ensure compliance with the Regulation.

3.2. The Supplier shall notify the Client in writing of any change in Subprocessors involved in performing the Services. The Client shall have five (5) business days to raise any objections.

3.3. The Client may object to the appointment of a Subprocessor, provided the objection is in writing and based on reasonable, good faith grounds related to non-compliance with the Supplier's obligations under the Regulation or this DPA.

4. RIGHTS OF DATA SUBJECTS

4.1. If the Client is unable to respond to requests for the exercise of data subjects' rights as provided for by the Regulations, the Provider shall assist the Client in responding to such requests by providing the necessary information available to it.

4.2. If data subjects directly contact the Provider to exercise their rights under the Regulations, the Provider shall forward such requests by email to the person designated by the Client in the Instructions. The Provider shall only respond directly to a data subject upon the Client's documented instruction.

5. NOTIFICATION OF PERSONAL DATA BREACHES

5.1. If the Provider becomes aware of a personal data breach affecting the Client's personal data, it shall notify the Client as soon as possible after becoming aware of it, using any appropriate means, to enable the Client to fulfil its notification obligations, if applicable. This notification shall be accompanied by all relevant documentation to enable the Client, if necessary, to notify the competent supervisory authority and, where applicable, the affected data subjects.

5.2. Where it is not possible to provide all the required information at once, the initial notification shall include the information available at that time. The Provider shall subsequently provide additional information as it becomes available, without undue delay.

6. AUDIT

6.1. Audits concerning the Provider's compliance with its obligations under this DPA are authorised under the conditions set forth in the "Audit" clause of the Framework Agreement.

7. RETURN OR DELETION OF PERSONAL DATA

7.1. Upon termination of the Services, at the Client's discretion, the Provider shall either return or delete all of the Client's personal data and shall certify in writing that the deletion has been completed.

8. ASSISTANCE AND COOPERATION
8.1. The Provider shall assist the Client in carrying out impact assessments by ensuring transparency regarding the security measures implemented and by providing the necessary information in accordance with applicable laws.
8.2. In addition to clause 4.2, the Provider may also assist the Client with appropriate measures to facilitate communication with Supervisory Authorities in the context of a prior consultation initiated by the Client. The necessary costs incurred by the Provider in this regard shall be agreed upon in advance between the Parties.
8.3. The Client acknowledges that the actions specified in this DPA fulfil the Provider's obligation of cooperation and assistance towards the Client. If additional measures need to be implemented, the Parties agree to meet and discuss in good faith the terms of such additional measures, which shall be formalised in an amendment to this DPA.

9. INSTRUCTIONS
The instructions for each processing activity, depending on the Solutions subscribed to by the Client, are accessible via the following link: https://www.chapsvision.fr/conditions-contractuelles.

If the professional Services purchased by the Client involve the processing of personal data, the following Instructions shall apply, unless otherwise stipulated in each Order:
- **Duration and termination of processing:** The start and end date of the professional Services subscribed to by the Client, as indicated in the corresponding Order.
- **Purpose of processing:** Execution of the professional Services, as specified in the corresponding PTC.
- **Nature of processing:** Any technical operation described in the corresponding Order or reasonably understood as part of the professional Services performed by the Provider to enable the execution of the professional Services.
- **Category of recipients:** The Provider and its possible subcontractors involved in the provision of the Services.
- **Categories of data subjects and personal data concerned:** Identical to the Instructions for the relevant Solution for which the professional Services are subscribed.
- **Provider's contact person details:**
  Vanessa MAZARIEGO, DPO, dpo@chapsvision.com, +33 (0)1 57 32 60 36
- **Client's contact person details:** TO BE COMPLETED BY THE CLIENT.