Data Processing Agreement

Between

The user of CleverMemo (also user of the free trial)

in the following: client

and

ShareUrMind SL

Calle V. Borghese B.11 P.18 At.B

29680 Estepona Spain

in the following: Contractor

1 General

1.1 This contract governs the rights and obligations of the client and customer in the context of order data processing of personal data.

1.2 The Contractor shall, in accordance with the existing service agreement between the parties (hereinafter referred to as the "Principal Contract"), undertake, for an indefinite period until the termination of this Agreement or the Principal Contract by any Party, the processing of personal data pursuant to this Agreement.

2. Purpose of order data processing

2.1 The data collection, processing or use of the client is exclusively for the purpose of the service agreed with the client.

2.2 The following data are processed: The client must adhere to the principle of data minimization, which is why only data that is required may be processed to provide the service. The client points out to his clients that they do not transfer data according to Art. 9 GDPR. If an indication of this data is required for the provision of the service, then the client must be a professional clerk in this case.

3. Obligations of the contractor

3.1 The contractor processes personal data exclusively as contractually agreed or as instructed by the client, unless the contractor is legally obliged to perform certain processing. If such obligations exist for him, the contractor shall inform the client of these prior to processing, unless the communication is prohibited by law. In addition, the contractor uses the data provided for processing for no other, especially not for own purposes.

3.2 The contractor confirms that he is aware of the relevant general data protection regulations. He observes the principles of proper data processing. The contractor undertakes to strictly observe confidentiality during processing.

3.3 Persons who are able to obtain knowledge of the data processed in the order must commit to confidentiality in writing, unless they are already legally bound by a relevant secrecy obligation.

3.4 The Contractor warrants that the persons involved in the processing have been made familiar with the relevant provisions of data protection and this Agreement prior to commencement of processing. Appropriate training and awareness-raising measures should be repeated regularly. The Contractor shall ensure that persons employed for the processing of orders are regularly adequately instructed and monitored with regard to the fulfillment of data protection requirements.

3.5 In the context of the commissioned processing, the contractor shall assist the contracting authority in the preparation and updating of the list of processing activities and in the implementation of the data protection impact assessment. All necessary information and documentation are to be provided and forwarded to the client immediately upon request.

3.6 If the client is subject to inspection by supervisory authorities or other bodies or if data subjects assert rights against him, the contractor undertakes to support the client to the extent necessary, insofar as the processing on the order is concerned.

3.7 The contractor may only provide information to third parties or the person concerned after prior approval by the client. He will immediately forward inquiries directed to him to the client.

3.8 If required by law, the contractor shall appoint a competent and reliable person as data protection officer. It has to be ensured that there are no conflicts of interest for the commissioner. In cases of doubt, the client can contact the data protection officer directly. The contractor shall immediately inform the client of the contact details of the data protection officer or justify why no representative has been appointed. Changes in the person or the internal tasks of the representative shall be communicated by the contractor to the client without delay.

3.9 The order processing basically takes place within the EU. Any transfer to a third country may only take place with the consent of the principal and under the conditions set out in Chapter V of the General Data Protection Regulation and in compliance with the provisions of this contract. If the contractor is not established in the European Union, he will appoint a responsible contact person in the European Union according to Art. Art. 27 General Data Protection Regulation. The contact details of the contact person as well as any changes in the person of the contact person are to be communicated to the client immediately.

4. Technical and organizational measures

4.1 The following data security measures are defined as binding. They define the minimum owed by the contractor. The aim is to ensure in particular the confidentiality, integrity and availability of the information processed in the order: The coach / consultant as a user of CleverMemo undertakes to exercise the utmost care in handling the data exchanged. This applies in particular to the handling of his access data (password), which under no circumstances may be passed on to third parties or should be accessible to them.

4.2 The data security measures can be adapted to the technical and organizational development, as long as the level agreed here is not undershot. The contractor must implement without delay any changes necessary to maintain information security. Changes are to be communicated to the client immediately. Significant changes are to be agreed between the parties.

4.3 Insofar as the security measures taken do not or no longer meet the requirements of the client, the contractor shall inform the client immediately.

4.4 The contractor warrants that the data processed in the order will be strictly separated from other data. The processing of data in private homes or with private devices is under no circumstances permitted.

4.5 Copies or duplicates will not be made without the Client's knowledge. Excluded are technically necessary, temporary reproductions, as far as an impairment of the here agreed data protection level is excluded. Dedicated data carriers originating from the client or used for the client are specially marked and subject to ongoing administration. They are to be stored at all times and must not be accessible to unauthorized persons. Inputs and outputs are documented.

4.6 The contractor shall carry out the regular proof of fulfillment of his duties, in particular the complete implementation of the agreed technical and organizational measures as well as their effectiveness. Proof must be submitted to the customer at least every 12 months, and otherwise at any time upon request. Evidence may be provided by approved codes of conduct or an approved certification procedure.

5. Correction, Deletion and Blocking of Data

The data processed in the context of the order will only be corrected, deleted or blocked by the contractor in accordance with the contractual agreement or the instructions of the client. The contractor will comply with the client's instructions at any time and also beyond the termination of this contract.

6. Subcontracting conditions

6.1 Subcontracting is only permitted in individual cases with the written consent of the client. Subcontracting for the purposes of this contract are only those services that are directly related to the provision of the main service. Additional services such as transport, maintenance and cleaning as well as the use of telecommunication services or user services are not included. The obligation of the contractor to ensure compliance with data protection and data security in these cases remains unaffected.

6.2 Approval is only possible if the subcontractor has been contractually subject to at least data protection obligations that are comparable to those agreed in this contract. Upon request, the client will be given access to the relevant contracts between contractor and subcontractor.

6.3 The rights of the client must also be exercised effectively against the subcontractor. In particular, the client must be entitled to carry out inspections at subcontractors at any time, to the extent specified here, or have them carried out by third parties.

6.4 The responsibilities of the contractor and the subcontractor must be clearly differentiated. Subcontracting by the subcontractor is not permitted. The contractor carefully selects the subcontractor, paying particular attention to the suitability of the technical and organizational measures taken by the subcontractor.

6.5 The forwarding of data processed in the order to the subcontractor is only permitted if the contractor has documented that the subcontractor has completely fulfilled his obligations. The contractor must submit the documentation to the client without being requested to do so.

6.6 The commissioning of subcontractors who do not exclusively carry out processing operations on behalf of the territory of the EU is only possible if the conditions specified in this contract are observed. In particular, it is only permissible if and as long as the subcontractor offers adequate data protection guarantees. The contractor shall inform the client which concrete data protection guarantees the subcontractor offers and how proof of this can be obtained.

6.7 The contractor must regularly check compliance with the obligations of the subcontractor, at the latest every 12 months. The test and its result must be documented in such a meaningful way that they are comprehensible to a knowledgeable third party. The documentation must be presented to the client without being requested. If the subcontractor fails to fulfill his duties of data protection, the contractor is liable to the client for this.

7 Rights and Obligations of the Client

7.1 The Client alone is responsible for the assessment of the admissibility of the commissioned processing as well as for the protection of the rights of the persons concerned.

7.2 The client issues all orders, partial orders or instructions documented. In urgent cases, instructions can be given orally. Such instructions will be confirmed by the client without delay.

7.3 The client informs the contractor immediately if he finds any errors or irregularities in the inspection of the order results. 7.4 The Client is entitled to control compliance with the provisions on data protection and contractual agreements with the Contractor to an appropriate extent, or by third parties, in particular by obtaining information and viewing the stored data and data processing programs and other on-site inspections , The persons entrusted with the control shall, as far as necessary, allow the contractor access and insight. The contractor is required to provide the necessary information, to demonstrate the procedures and to provide the evidence necessary to carry out an inspection. Inspections of the contractor must be carried out without avoidable disruption of his business operations. Unless otherwise indicated for urgent reasons to be documented by the client, controls shall take place after reasonable advance notice and during business hours of the contractor, and not more frequently than every 12 months. Insofar as the contractor furnishes proof of the correct implementation of the agreed data protection duties, a check shall be limited to random samples.

8. Notification obligations

8.1 The contractor shall immediately notify the client of personal data protection breaches. Also justified suspicions on this are to be communicated. The notification must be made at the latest within 24 hours after the contractor's knowledge of the relevant event to an address specified by the client. It must contain at least the following information:

a. a description of the nature of the personal data breach, where possible, stating the categories and the approximate number of data subjects, the categories concerned and the approximate number of personal data records affected;

b. the name and contact details of the data protection officer or other contact point for further information;

c. a description of the likely consequences of the breach of the protection of personal data;

d. a description of the actions taken or proposed by the contractor to remedy the breach of the protection of personal data and, where appropriate, measures to mitigate their potential adverse effects

8.2 Also notify immediately significant disturbances in the execution of the order as well as violations of the contractor or persons employed by him against data protection regulations or the provisions made in this contract.

8.3 The contractor shall immediately inform the client of any inspections or measures taken by supervisory authorities or other third parties insofar as these relate to order processing. The contractor warrants to support the client in the scope of its obligations according to Art. 33 and 34 General Data Protection Regulation.

9. Instructions

9.1 The client reserves the right to give full instructions regarding the processing on the order.

9.2 Contracting authorities and contractors shall designate the persons authorized to issue and accept instructions, and in the event of a change or a long-term prevention of the designated persons, the successor or representative shall be notified to the other party without delay.

9.3 The contractor will inform the client without delay if, in his opinion, an instruction issued by the client violates statutory provisions. The Contractor shall be entitled to suspend the execution of the relevant instruction until it has been confirmed or changed by the person responsible at the Client.

9.4 The contractor must document instructions issued to him and their implementation.

10. Consequences at the end of the order

10.1 Upon termination of the contract or at any time at the request of the client, the contractor must either destroy the data processed in the order at the choice of the client or hand it over to the client. Also destroy any existing copies of the data. The destruction must take place in such a way that it is no longer possible to recover even residual information with justifiable effort.

10.2 The contractor is obliged to bring about the immediate return or deletion also with subcontractors.

10.3 The contractor must provide evidence of proper destruction and submit it to the client without delay.

10.4 Documentation that serves as proof of proper data processing must be retained by the contractor in accordance with the respective retention periods, even beyond the end of the contract. He can hand them over to the client at the end of the contract.

11. Liability

11.1 The principal and contractor are jointly and severally liable for the compensation of damages suffered by a person due to improper or incorrect data processing within the scope of the contractual relationship.

11.2 The Contractor shall bear the burden of proof that damage is not a consequence of a circumstance for which he is responsible, as long as the relevant data has been processed by him under this Agreement. As long as this proof has not been provided, the contractor releases the client on first request from all claims that are made in connection with the order processing against the client. Under these conditions, the contractor will also compensate the client for all costs of legal defense incurred.

11.3 The contractor shall be liable to the client for damages culpably caused by the contractor, his employees or the contractor or subcontractors appointed by him in connection with the provision of the contracted services.

11.4 The above regulations do not apply insofar as the damage was caused by the correct implementation of the commissioned service or an instruction given by the client.

12. Special right of termination

12.1 The Client may extraordinarily terminate the Principal Agreement and this Agreement at any time without notice if there is a serious breach by the Contractor of data protection regulations or the provisions of this Agreement, the Contractor can not or will not execute a lawful instruction from the Principal or the Contractor Inspection rights of the client are refused.

12.2 A serious breach exists in particular if the Contractor has not met to a significant extent or has not fulfilled the obligations specified in this Agreement, in particular the agreed technical and organizational measures.

12.3 In the case of insignificant infringements, the client shall set a reasonable deadline for the contractor to remedy the situation. If the remedy does not occur in time, the client is entitled to extraordinary termination as described in this section.

12.4 The contractor shall reimburse the client for all costs incurred as a result of the premature termination of the main contract or of this contract as a result of an extraordinary termination by the client.

13 Miscellaneous

13.1 Both parties are obliged to treat confidentially all knowledge of trade secrets and data security measures of the respective other party acquired as part of the contractual relationship, including the termination of the contract. If there are any doubts as to whether the information is subject to confidentiality, it must be treated as confidential until written approval by the other party.

13.2 The objection of the right of retention is excluded with regard to the data processed in the order and the associated data carriers. A separate payment or reimbursement under this contract does not take place.

13.3 Should individual parts of this agreement be ineffective, this does not affect the validity of the agreement otherwise.

Place and date

_____

Signature Client

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Signature Contractor