

DATA PROCESSING AGREEMENT

Techframe – Sistemas de Informação, SA

Multi-region, multi-application processing terms — accepted electronically on subscription

This Data Processing Agreement (the “DPA”) is entered into between:

Controller: *the subscribing organisation identified in the Techframe account under which this DPA is accepted (the “Controller” or “Subscriber”)*

Processor: Techframe – Sistemas de Informação, SA, a company incorporated under the laws of Portugal, with registered address at Rua Almeida Garrett, 83 A – Buzano, 2785-338 São Domingos de Rana, Portugal (the “Processor” or “Techframe”)

Data protection contact: Techframe Data Protection Office — dataprotectionoffice@techframe.pt — Tel. +351 214 584 160

Each a “Party” and together the “Parties”.

How this document works

This Data Processing Agreement is accepted electronically when you subscribe to a Techframe application. You are not required to sign it. By ticking the acceptance box presented at subscription, you confirm that you have read this document and agree to be bound by it.

The Regional Schedule and Application Modules that apply to your subscription are determined automatically from your country of establishment and your application selection and are identified on the acceptance screen. Sections that do not apply to you are not presented and do not form part of your agreement.

The version presented to you at the time of subscription is the version that governs your agreement. Techframe records your acceptance as described in Clause 3.

Recitals

(A) The Subscriber subscribes to the Techframe software-as-a-service platform (the “Service”) under the Techframe Terms and Conditions published on the Techframe Sites and Systems, together with the applicable User License and any executed Service Level Agreement (together, the “Principal Agreement”).

(B) In providing the Service, Techframe processes personal data on behalf of the Subscriber.

(C) Article 28(3) of Regulation (EU) 2016/679 (the “GDPR”) requires such processing to be governed by a binding agreement in writing, including in electronic form. This DPA is that agreement, concluded electronically through the acceptance mechanism described in Clause 3, and forms an integral part of the Principal Agreement.

(D) The Service is hosted within the European Union, in Portugal. Portuguese Law no. 58/2019 of 8 August applies alongside the GDPR.

1. Definitions and Interpretation

1.1 Unless otherwise defined here, capitalised terms have the meaning given in the GDPR, including “Personal Data”, “Processing”, “Data Subject”, “Controller”, “Processor”, “Personal Data Breach”, “Supervisory Authority” and “Special Categories of Personal Data”.

1.2 “Subscriber Data” means Personal Data uploaded to, entered into, or generated within the Service by or on behalf of the Subscriber, including data relating to the Subscriber’s employees, users, customers and contacts.

1.3 “Sub-processor” means any third party engaged by Techframe to Process Subscriber Data on behalf of the Subscriber.

1.4 “Privacy Policy” means the Techframe Privacy Policy published on the Techframe Sites and Systems, as amended from time to time.

1.5 “Terms and Conditions” means the Techframe Terms and Conditions governing access to and use of the Techframe Sites and Systems.

2. Dual Role of Techframe

2.1 The Parties acknowledge that Techframe acts in two distinct capacities, and that this DPA governs only the second:

- As an independent Controller in respect of Personal Data that Techframe collects for its own purposes in operating the Techframe Sites and Systems and in managing its commercial relationship with the Subscriber, including contact, billing and technical or browsing data. That Processing is governed by the Privacy Policy and the Terms and Conditions, not by this DPA.
- As a Processor in respect of Subscriber Data Processed on behalf of the Subscriber in the course of providing the Service. That Processing is governed exclusively by this DPA.

2.2 Where the Privacy Policy and this DPA both appear to address the Processing of Subscriber Data, this DPA prevails, in accordance with Clause 14.

2.3 The Subscriber, as Controller, is responsible for establishing a lawful basis for the Processing of Subscriber Data and for providing its own Data Subjects with the information required by Articles 13 and 14 GDPR.

3. Acceptance, Version and Record

3.1 This DPA is concluded in electronic form, which satisfies the requirement of Article 28(9) GDPR that the contract be in writing. No handwritten or electronic signature is required.

3.2 The Subscriber accepts this DPA by ticking the acceptance box presented at subscription, or by such other affirmative act as the subscription interface requires. Acceptance is given by an individual who warrants that they are authorised to bind the Subscriber.

3.3 Acceptance Record. Techframe shall create and retain, for the duration of this DPA and for five (5) years thereafter, a record of each acceptance containing: the identity of the Subscriber; the identity of the accepting individual; the date and time of acceptance; the version identifier of this DPA; the Regional Schedule and Application Modules presented; and the technical record of the acceptance event. Techframe shall make that record available to the Subscriber on request.

3.4 Retrievable copy. Techframe shall make the accepted version of this DPA available to the Subscriber in a durable, downloadable form within the Subscriber’s account for the duration of the subscription and for five (5) years thereafter.

3.5 Version control. Each version of this DPA carries a unique version identifier and effective date. The version accepted by the Subscriber at the time of subscription is the version that governs, until a new version is accepted under Clause 3.6.

3.6 Changes. Techframe may issue a new version of this DPA. Where a change would reduce the level of protection afforded to Subscriber Data, or would materially change Techframe’s obligations, the new version takes effect only on the Subscriber’s acceptance, and Techframe shall present it for acceptance with at least thirty (30) days’ notice. Changes that do not reduce protection, including updates to Annex 2 permitted by Clause 15.2 and updates to the Sub-processor list made under Clause 7.4, take effect on notice without re-acceptance.

3.7 Countersigned copy. An enterprise Subscriber may request a countersigned paper copy of this DPA in the same terms as the electronically accepted version. Techframe shall provide one within thirty (30) days. A countersigned copy does not alter the terms and does not supersede the Acceptance Record.

3.8 Negotiated terms. This DPA is presented on standard terms. Where the Parties agree amended terms in writing, those terms prevail over the electronically accepted version to the extent of the agreed amendment.

4. Scope of Instructions

4.1 Techframe shall Process Subscriber Data only: (a) to provide, maintain, secure and support the Service in accordance with the Principal Agreement; (b) on the documented instructions of the Subscriber, including as regards transfers to a third country; and (c) where required by Union or Portuguese law, in which case Techframe shall inform the Subscriber of that requirement before Processing, unless the law prohibits such information on important grounds of public interest.

4.2 The Principal Agreement, this DPA, and the Subscriber's configuration and use of the Service constitute the Subscriber's complete documented instructions at the date of acceptance. Additional or divergent instructions must be agreed in writing and may be subject to reasonable additional charges.

4.3 Techframe shall inform the Subscriber without delay if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection law.

4.4 Techframe shall not Process Subscriber Data for its own purposes. In particular, and notwithstanding any use of Personal Data described in the Privacy Policy in respect of Techframe's own controller-side data, Techframe shall not use Subscriber Data for marketing, remarketing, advertising, behavioural targeting, profiling, product development or aggregated analytics, and shall not sell, licence or otherwise disclose Subscriber Data to any third party except as expressly permitted by this DPA.

4.5 Any transfer of Subscriber Data in connection with a merger, acquisition, insolvency or comparable transaction is subject to the receiving entity assuming the obligations of this DPA in full.

5. Special Categories of Personal Data

5.1 The Service is not designed for, and Techframe does not require, the Processing of Special Categories of Personal Data within the meaning of Article 9 GDPR.

5.2 If the Subscriber elects to upload such data to the Service, the Subscriber is solely responsible for identifying and documenting a valid condition under Article 9(2) GDPR, and shall notify Techframe in advance so that any additional safeguards required under Article 32 GDPR may be assessed and agreed.

6. Obligations of Techframe as Processor

Techframe shall:

- Process Subscriber Data only on documented instructions, as set out in Clause 4;
- Ensure that persons authorised to Process Subscriber Data are bound by confidentiality obligations, whether contractual or statutory, and receive appropriate data protection training;
- Implement and maintain the technical and organisational measures set out in Annex 2, appropriate to the risk, in accordance with Article 32 GDPR;
- Taking into account the nature of the Processing, assist the Subscriber by appropriate technical and organisational measures, insofar as reasonably possible, in fulfilling the Subscriber's obligation to respond to requests from Data Subjects exercising their rights under Chapter III GDPR, and forward without undue delay any such request received directly, without responding to it itself unless instructed to do so;
- Assist the Subscriber in ensuring compliance with Articles 32 to 36 GDPR, taking into account the nature of the Processing and the information available to Techframe;
- At the choice of the Subscriber, delete or return all Subscriber Data at the end of the provision of the Service, in accordance with Clause 11;
- Make available all information reasonably necessary to demonstrate compliance with Article 28 GDPR, and allow for and contribute to audits in accordance with Clause 9;

- Maintain a record of Processing activities carried out on behalf of the Subscriber in accordance with Article 30(2) GDPR.

7. Sub-processors

7.1 The Subscriber grants Techframe general written authorisation to engage Sub-processors, subject to the conditions of this Clause 7.

7.2 Techframe shall maintain an up-to-date list of Sub-processors engaged in providing the Service, stating the identity, location and role of each, and shall make that list available to the Subscriber on request to dataprotectionoffice@techframe.pt.

7.3 Techframe shall impose on each Sub-processor, by written contract, data protection obligations no less protective than those in this DPA, and remains fully liable to the Subscriber for the performance of each Sub-processor's obligations.

7.4 Techframe shall give the Subscriber at least thirty (30) calendar days' prior notice of any intended addition or replacement of a Sub-processor. The Subscriber may object on reasonable, documented data protection grounds within that period. If the Parties cannot resolve the objection in good faith, the Subscriber may terminate the affected part of the Service without penalty and receive a pro-rata refund of prepaid fees for the unused period.

7.5 The Subscriber acknowledges that hosting, infrastructure and technical service providers used to operate and secure the Service are Sub-processors within the meaning of this Clause 7.

8. International Transfers

8.1 Subscriber Data is hosted and Processed within the European Union, at Techframe's data centre or centres located in Portugal, as specified in Annex 1.

8.2 Techframe shall not transfer Subscriber Data outside the European Economic Area, and shall not permit a Sub-processor to do so, unless: (a) the destination country benefits from a European Commission adequacy decision; (b) the transfer is covered by the European Commission Standard Contractual Clauses or another mechanism under Article 46 GDPR; and (c) a transfer impact assessment has been carried out where required.

8.3 Techframe shall inform the Subscriber of the transfer mechanism relied upon for any Sub-processor located outside the EEA, and shall provide a copy of the relevant safeguards on request.

8.4 Any analytics, advertising, security or payment tool that would result in a transfer of Subscriber Data outside the EEA shall be documented under Clause 8.2 and listed under Clause 7.2 before deployment.

9. Audit and Demonstration of Compliance

9.1 Techframe shall, on written request and no more than once in any twelve (12) month period, provide the information reasonably necessary to demonstrate compliance with this DPA, including summaries of relevant certifications, third-party audit reports or penetration test results.

9.2 Where that information is insufficient, the Subscriber may conduct, or mandate an independent auditor to conduct, an audit of Techframe's Processing of Subscriber Data, subject to thirty (30) days' prior written notice, reasonable scope, execution during normal business hours, confidentiality undertakings, and no unreasonable interference with Techframe's operations or the data of other customers.

9.3 Additional audits are permitted without restriction where required by a Supervisory Authority or following a Personal Data Breach affecting Subscriber Data.

10. Personal Data Breach

10.1 Techframe shall notify the Subscriber without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a Personal Data Breach affecting Subscriber Data.

10.2 The notification shall describe, to the extent known: the nature of the breach; the categories and approximate number of Data Subjects and records concerned; the likely consequences; the measures taken or proposed to address the breach and mitigate its effects; and a contact point for further information. Where the information cannot be provided at once, it may be provided in phases without undue further delay.

10.3 Techframe shall cooperate with the Subscriber and provide reasonable assistance to enable the Subscriber to meet its obligations under Articles 33 and 34 GDPR, including towards the Comissão Nacional de Proteção de Dados (CNPd) or the Subscriber's competent Supervisory Authority.

10.4 Techframe shall not make any public statement identifying the Subscriber in connection with a Personal Data Breach without the Subscriber's prior written consent, except where required by law.

11. Retention, Return and Deletion

11.1 Techframe shall retain Subscriber Data only for as long as necessary to provide the Service, and shall not retain Subscriber Data indefinitely.

11.2 On termination or expiry of the Principal Agreement, or on the Subscriber's written request, Techframe shall, at the Subscriber's election, return Subscriber Data in a structured, commonly used and machine-readable format, or delete it together with existing copies, within thirty (30) days.

11.3 The Subscriber may retrieve Subscriber Data from the Service at any time during a period of thirty (30) days following termination, after which Techframe shall delete it.

11.4 Where Union or Portuguese law requires continued storage of specific data, such as accounting and billing records, Techframe shall retain only that data, for no longer than the legally prescribed period, shall isolate it from further Processing, and shall inform the Subscriber of the categories retained and the applicable retention period.

12. Data Subject Rights

12.1 Techframe shall provide functionality within the Service, or reasonable assistance, enabling the Subscriber to give effect to requests for access, rectification, erasure, restriction, portability and objection in respect of Subscriber Data.

12.2 Techframe shall not charge the Subscriber for assistance with Data Subject requests relating to Subscriber Data, except where such requests are manifestly unfounded or excessive, in particular because of their repetitive character, in which case a reasonable fee based on administrative cost may apply in accordance with Article 12(5) GDPR.

12.3 Techframe shall provide such assistance within a timeframe enabling the Subscriber to respond within the one-month period set by Article 12(3) GDPR.

13. Liability

13.1 Subject to Clause 13.2, each Party's liability under this DPA is subject to the exclusions and limitations of liability set out in the Principal Agreement.

13.2 Nothing in this DPA or in the Principal Agreement excludes or limits: (a) either Party's liability towards Data Subjects under Article 82 GDPR; (b) either Party's liability towards a Supervisory Authority; (c) liability for death or personal injury caused by negligence; (d) liability for fraud or fraudulent misrepresentation; or (e) any liability that cannot lawfully be excluded or limited.

13.3 Where one Party has paid full compensation for damage caused by Processing under Article 82(5) GDPR, it is entitled to claim back from the other Party the part of the compensation corresponding to that Party's share of responsibility.

14. Order of Precedence

In the event of any conflict or inconsistency concerning the Processing of Subscriber Data, the following order of precedence applies in descending order: (1) Annex A, in respect of Personal Data subject to the law of a jurisdiction it addresses; (2) this DPA; (3) any executed Service Level Agreement; (4) the applicable User License; (5) the Terms and Conditions; (6) the Privacy Policy.”

15. Amendments

15.1 Notwithstanding any right of unilateral amendment in the Terms and Conditions or the Privacy Policy, no amendment to this DPA that reduces the level of protection afforded to Subscriber Data shall take effect without the Subscriber’s prior acceptance of the updated version, presented under Clause 3.6.

15.2 Techframe may update Annex 2 to reflect technical developments, provided the overall level of security is not materially reduced, and shall notify the Subscriber of material updates.

15.3 Where a change in applicable law, a decision of a Supervisory Authority or a court ruling requires amendment of this DPA, the Parties shall negotiate the necessary amendment in good faith.

16. Term, Termination and Survival

16.1 This DPA remains in effect for as long as Techframe Processes Subscriber Data under the Principal Agreement.

16.2 Termination of the Principal Agreement terminates this DPA automatically. Clauses 10, 11, 13 and 17 survive termination.

17. Governing Law and Jurisdiction

17.1 This DPA is governed by the laws in force in Portugal, consistent with the Choice of Law provision of the Terms and Conditions.

17.2 The courts of Lisbon, Portugal have jurisdiction over disputes between the Parties arising from this DPA, consistent with the Forum of Dispute provision of the Terms and Conditions.

17.3 Clauses 17.1 and 17.2 are without prejudice to: (a) any mandatory provision of the data protection law of the Subscriber’s Member State that applies notwithstanding this choice of law; (b) the right of a Data Subject under Article 79 GDPR to bring proceedings before the courts of their habitual residence; and (c) the right of a Data Subject to lodge a complaint with the Supervisory Authority of their Member State, or with the CNPD in Portugal.

18. Severability

If a provision of this DPA is found to be unlawful or unenforceable, the remainder continues in force, and the Parties shall replace the affected provision with a valid provision achieving as closely as possible the same data protection outcome.

19. Region-Specific Processing Terms

19.1 Annex A (Region-Specific Processing Terms) forms part of this DPA and sets out additional or modified processing terms applicable where the data protection law of a jurisdiction other than the European Union governs, or applies in addition to, the Processing of Subscriber Data.

19.2 Only the sections of Annex A applicable to the Subscriber apply, and more than one section may apply at the same time. Where Annex A conflicts with the main body of this DPA, Annex A prevails to the extent of the conflict and only in respect of the Personal Data to which the relevant law applies.

19.3 Nothing in Annex A reduces the level of protection afforded to Subscriber Data under the main body of this DPA. Where two regimes apply to the same Personal Data, Techframe applies the higher standard.

19.4 The Subscriber shall notify Techframe of the jurisdictions whose residents' Personal Data it uploads to the Service, and shall not upload Personal Data subject to a data localization requirement without Techframe's prior written agreement.

ANNEX 1 — Details of Processing

Subject matter	Provision of the Techframe software-as-a-service platform, including hosting, storage, technical support and related services under the Principal Agreement.
Duration	The term of the Principal Agreement, plus the return or deletion period under Clause 11.
Nature of Processing	Collection, recording, organisation, structuring, storage, retrieval, consultation, use, secure transmission, restriction, erasure and destruction.
Purpose	Providing, maintaining, securing and supporting the Service; account administration and authentication; technical support; incident investigation; and billing administration.
Categories of Data Subjects	The Subscriber's employees, agents and authorised users; and the Subscriber's own customers, suppliers and contacts, to the extent their data is entered into the Service by the Subscriber.
Types of Personal Data	Identification and contact details (name, address, email, telephone); account credentials and authentication data; role and job title; usage, access and log data including IP address, browser type and access times; billing and payment administration data; and any other Personal Data the Subscriber elects to upload.
Special categories	None Processed by design. See Clause 5 where the Subscriber elects to upload such data.
Processing location	Data centre or centres located in Portugal, European Union. Any Sub-processor located outside the EEA is listed with its Article 46 transfer mechanism.
Frequency	Continuous, for the duration of the Service.
Sub-processors	As set out in the Sub-processor list maintained under Clause 7.2, available from dataprotectionoffice@techframe.pt .

ANNEX 2 — Technical and Organizational Security Measures

Techframe implements the measures below, which expand on the controls described in the Privacy Policy. Techframe may update them under Clause 15.2 provided the overall level of security is not materially reduced.

- Encryption of Subscriber Data in transit using TLS 1.2 or higher, and encryption at rest of data residing in databases;
- Role-based access control, least-privilege provisioning, and multi-factor authentication for administrative access to production systems;
- Strong password management rules and periodic credential review;
- Logging and monitoring of access to systems Processing Subscriber Data, with retention of audit logs;
- Segregation of Subscriber Data from the data of other customers;
- Regular vulnerability scanning, patch management and periodic penetration testing;
- Documented incident response and Personal Data Breach management procedures, aligned with Clause 10;
- Regular encrypted backups with tested restoration procedures and defined recovery objectives;
- Physical and environmental security controls at the data center facility, maintained by the facility operator;
- Confidentiality clauses in contracts with employees and partners, and periodic data protection training;
- Vendor due diligence and written data protection terms applied to all Sub-processors;
- Secure deletion procedures on termination, in accordance with Clause 11.

Version : DPA.20260801 · Effective date : 2026-08-01

Acceptance Record: generated on acceptance and retained by Techframe for five (5) years. Available to the Subscriber on request and within the Subscriber's account. Contains: Subscriber identity · accepting individual · timestamp · version identifier · Regional Schedule · Application Modules · technical acceptance reference.

ANNEX A — REGION-SPECIFIC PROCESSING TERMS

Techframe – Sistemas de Informação, SA

Annex to the Techframe Data Processing Agreement

B1. Purpose and Application

B1.1 This Annex forms part of the Techframe Data Processing Agreement (the “DPA”). It sets out additional or modified processing terms that apply where the data protection law of a jurisdiction other than the European Union governs, or applies in addition to, the Processing of Subscriber Data.

B1.2 The main body of the DPA is drafted to satisfy Article 28 of Regulation (EU) 2016/679 (the “GDPR”). It remains the operative framework in every case. This Annex supplements it; it does not replace it.

B1.3 Only the sections applicable to the Subscriber apply. More than one section may apply at the same time — for example, where a Subscriber established outside the European Economic Area uploads Personal Data relating to individuals located within it.

B1.4 Where a section of this Annex conflicts with the main body of the DPA, this Annex prevails to the extent of the conflict and only in respect of the Personal Data to which the relevant law applies.

B1.5 Nothing in this Annex reduces the level of protection afforded to Subscriber Data under the main body of the DPA. Where two regimes apply to the same Personal Data, Techframe applies the higher standard.

B2. Which Law Applies

B2.1 Data protection law generally follows the location of the individual whose data is Processed, not the place of establishment of the Subscriber. The Subscriber is responsible for identifying the jurisdictions whose residents’ Personal Data it uploads to the Service, and for notifying Techframe where a jurisdiction not addressed in this Annex is involved.

B2.2 The Service is hosted in Portugal. For a Subscriber established outside the European Economic Area, the supply of Personal Data to the Service is therefore an outbound international transfer under the law of the Subscriber’s own jurisdiction, and requires a transfer mechanism valid under that law. The applicable mechanism for each region is identified in Clause B3 and in the section for that region.

B2.3 The Subscriber remains the Controller, Data Fiduciary, Business, Responsible Party or equivalent under its own law, and retains responsibility for the lawful basis of Processing and for notices to individuals. Techframe acts as Processor, Operator, Service Provider, Entrusted Party, Consignee or equivalent, as the local terminology requires.

B3. Transfer Mechanism Matrix

The following table identifies the mechanism on which the transfer of Personal Data to the Service in Portugal is made, by origin jurisdiction. “Adequate” means the origin jurisdiction recognises the European Union or Portugal as providing an adequate or equivalent level of protection.

Origin	Status of Portugal	Mechanism used	Additional step
EEA	Domestic	None required	—
United Kingdom	Adequate	UK adequacy regulations	IDTA if adequacy lapses
Switzerland	Adequate	Swiss adequacy list	Swiss representative
United States	N/A	Contractual; no export bar	Service provider terms
Canada	Adequate	PIPEDA accountability	Quebec PIA before transfer

Origin	Status of Portugal	Mechanism used	Additional step
Brazil	Not adequate	ANPD standard contractual clauses	Annex to be executed
Mexico / LatAm	Varies	Contractual clauses; consent	Local privacy notice
China	Not adequate	CAC standard contract + filing	Separate consent; PIPIA
Japan	Equivalent	EU–Japan mutual recognition	Consent if consignment fails
South Korea	Adequate	EU–Korea adequacy (both ways)	Separate transfer consent
India	Permitted	No blacklist; contract required	Consent notice
Singapore	Not listed	Comparable protection by contract	—
Australia / NZ	N/A	APP 8 / IPP 12 accountability	Subscriber remains liable
Vietnam	Not adequate	Transfer dossier to authority	DPIA and TIA filing
Indonesia	Not adequate	Adequacy, safeguards or consent	—
Saudi Arabia	Case-by-case	SDAIA transfer conditions	Risk assessment
UAE	Adequate (EU listed)	Federal PDPL adequacy	DIFC/ADGM separate
Türkiye	Not adequate	Standard contract notified to KVKK	Notification within 5 days
South Africa	Permitted	Section 72 POPIA — similar law	—
Nigeria / Kenya	Permitted	Adequacy or contract	Local filings

B3.1 Techframe shall execute any regional transfer instrument identified above on request, and shall maintain executed copies for the duration of the DPA.

B4. European Economic Area — Baseline

B4.1 For Subscribers established in the EEA, and for all Personal Data relating to individuals located in the EEA, the main body of the DPA applies without modification and constitutes the baseline standard referred to in Clause B1.5.

B4.2 Where a Subscriber established outside the EEA uploads Personal Data relating to individuals located in the EEA, the main body of the DPA applies to that data in full, in addition to any section of this Annex applicable to the Subscriber's own jurisdiction.

B5. United Kingdom

B5.1 References in the DPA to the GDPR are read as references to the UK GDPR and the Data Protection Act 2018. References to a Supervisory Authority include the Information Commissioner's Office.

B5.2 Transfers from the United Kingdom to Portugal rely on the UK adequacy regulations in force. If those regulations lapse or are revoked, the Parties shall execute the UK International Data Transfer Agreement, or the UK Addendum to the European Commission Standard Contractual Clauses, within thirty (30) days.

B5.3 Clause 10 of the DPA is read so that Personal Data Breach notification supports the Subscriber's obligations to the Information Commissioner's Office.

B5.4 Clause 17 of the DPA is read so that a Data Subject in the United Kingdom may lodge a complaint with the Information Commissioner's Office.

B6. Switzerland

B6.1 The revised Federal Act on Data Protection (revFADP) applies in addition to the DPA in respect of Personal Data relating to individuals in Switzerland.

B6.2 References to a Supervisory Authority include the Federal Data Protection and Information Commissioner. The revFADP extends protection to data relating to legal entities, and the definitions in the DPA are read accordingly for Swiss data.

B6.3 Switzerland recognises the European Union as providing adequate protection, so no additional transfer instrument is required for the transfer to Portugal.

B7. United States

B7.1 Terminology. For Personal Data subject to a United States state privacy statute, the Subscriber is the "Business" or "Controller" and Techframe is the "Service Provider", "Contractor" or "Processor", as that statute defines those terms. "Personal Data" includes "personal information" as defined in the applicable statute.

B7.2 Service provider undertakings. Techframe shall not: (a) sell or share Personal Data as those terms are defined in the applicable statute; (b) retain, use or disclose Personal Data for any purpose other than the specific business purpose of performing the Service under the Principal Agreement, or as otherwise permitted by the statute; (c) retain, use or disclose Personal Data outside the direct business relationship between the Parties; or (d) combine Personal Data received from or on behalf of the Subscriber with Personal Data received from or on behalf of any other person, except as expressly permitted by the applicable statute.

B7.3 Techframe certifies that it understands the restrictions in Clause B7.2 and will comply with them.

B7.4 The Subscriber may take reasonable and appropriate steps to ensure that Techframe uses Personal Data in a manner consistent with the Subscriber's obligations, and to stop and remediate any unauthorised use, exercised through Clause 9 of the DPA.

B7.5 Sensitive personal information. Techframe shall Process sensitive personal information only as necessary to provide the Service, and shall not use it to infer characteristics about an individual.

B7.6 Deidentified data. Where Techframe receives deidentified data, it shall not attempt to reidentify it, and shall contractually oblige any recipient to the same.

B7.7 Sub-processors engaged under Clause 7 of the DPA are bound to the undertakings in this Clause B7.

B7.8 There is no United States restriction on transferring the Personal Data to Portugal. Hosting in the European Union does not by itself satisfy any state statute, and the undertakings above apply regardless of hosting location.

B7.9 Health, financial and education data. Where the Subscriber uploads data subject to a sectoral federal statute, including HIPAA, the Gramm-Leach-Bliley Act or FERPA, the Parties shall execute the additional agreement that statute requires, including a Business Associate Agreement where applicable, before such data is uploaded.

B8. Canada

B8.1 Techframe Processes Personal Data on behalf of the Subscriber in the course of commercial activity, and the Subscriber remains accountable for that Personal Data under the Personal Information Protection and Electronic Documents Act.

B8.2 Techframe shall provide a comparable level of protection to that required under Canadian law while the Personal Data is in its custody, and shall notify the Subscriber of any breach of security safeguards in accordance with Clause 10 of the DPA, in a timeframe enabling the Subscriber to report to the Office of the Privacy Commissioner of Canada and affected individuals where the breach presents a real risk of significant harm.

B8.3 Quebec. Where the Subscriber is subject to the Act respecting the protection of personal information in the private sector, the Subscriber shall conduct a privacy impact assessment before communicating Personal Data outside Quebec. Techframe shall provide the information reasonably necessary for that assessment, including the details in Annex 1 and Annex 2 of the DPA. The Parties acknowledge that the Processing is governed by a written agreement as that Act requires.

B8.4 Alberta and British Columbia. Where the applicable provincial statute requires notification to individuals that Personal Data is stored outside Canada, Techframe shall supply the information necessary for the Subscriber to give that notice.

B9. Brazil

B9.1 Terminology. For Personal Data subject to Law no. 13.709/2018 (LGPD), the Subscriber is the “controlador” and Techframe is the “operador”. References in the DPA to Controller and Processor are read accordingly, and references to a Supervisory Authority include the Autoridade Nacional de Proteção de Dados (ANPD).

B9.2 Transfer. The transfer of Personal Data to the Service in Portugal is an international transfer under Article 33 LGPD. The Parties shall execute the standard contractual clauses approved by the ANPD, which are incorporated into this DPA on execution and prevail over any inconsistent provision of the DPA in respect of that transfer.

B9.3 Techframe shall maintain a record of Processing operations under Article 37 LGPD, and shall assist the Subscriber with any request from the ANPD or from a data subject exercising rights under Article 18 LGPD.

B9.4 Techframe shall notify the Subscriber of a security incident in accordance with Clause 10 of the DPA, in a timeframe enabling the Subscriber to notify the ANPD and affected data subjects within the period the ANPD prescribes.

B9.5 The Parties acknowledge that under Article 42 LGPD the operator may be held jointly liable where it fails to comply with the LGPD or with the lawful instructions of the controlador. Clause 13 of the DPA does not limit that statutory liability.

B10. Mexico and Spanish-Speaking Latin America

B10.1 Mexico. For Personal Data subject to the Federal Law on Protection of Personal Data Held by Private Parties, the Subscriber is the “responsable” and Techframe is the “encargado”. Techframe shall Process Personal Data only in accordance with the Subscriber’s instructions, shall not transfer it except as instructed, shall implement security measures, shall maintain confidentiality, and shall delete it on termination of the relationship.

B10.2 The Subscriber is responsible for providing the privacy notice (“aviso de privacidad”) required by Mexican law and for handling requests to exercise ARCO rights. Techframe shall assist under Clause 12 of the DPA.

B10.3 Argentina, Chile, Colombia, Peru, Uruguay and Ecuador. The applicable national statute applies in addition to the DPA. Techframe acts as processor or equivalent, Processes only on documented instruction, and shall execute any transfer instrument the local authority requires. Argentina and Uruguay are recognised as adequate by the European Commission, which facilitates flows in both directions.

B10.4 Where local law requires a Spanish-language version of the processing terms, Techframe shall provide one on request. The English version prevails in the event of discrepancy, save where mandatory local law requires otherwise.

B11. People’s Republic of China (Mainland)

B11.1 This section applies only where Techframe has agreed in writing to provide the Service in respect of Personal Data of individuals located in mainland China. Absent such agreement, the Subscriber shall not upload such Personal Data to the Service.

B11.2 Terminology. Under the Personal Information Protection Law (PIPL), the arrangement is “entrusted processing” under Article 21. The Subscriber is the personal information handler and Techframe is the entrusted party.

B11.3 The Parties shall agree in writing the purpose, term and method of the entrusted Processing, the categories of personal information, the protective measures, and the rights and duties of each Party. Annex 1 and Annex 2 of the DPA serve that purpose. Techframe shall not sub-entrust Processing without the Subscriber’s prior consent, notwithstanding the general authorisation in Clause 7 of the DPA.

B11.4 On termination, Techframe shall return or delete the personal information and shall not retain it, in accordance with Clause 11 of the DPA.

B11.5 Transfer. The supply of personal information to the Service in Portugal is a cross-border provision under Article 38 PIPL. Before any such transfer the Subscriber shall: conduct a personal information protection impact assessment; obtain the separate consent of each individual, having given the notice required by Article 39; and adopt a lawful route, being the standard contract formulated by the Cyberspace Administration of China and filed with it, a security assessment, or certification. Techframe shall execute the standard contract and provide the information required for the impact assessment and filing.

B11.6 Techframe does not knowingly Process important data or data of a critical information infrastructure operator. The Subscriber shall not upload such data without Techframe's prior written agreement, as it is subject to a mandatory security assessment and may be subject to localisation requirements that the Service cannot meet.

B12. Japan

B12.1 Under the Act on the Protection of Personal Information (APPI) the arrangement is a consignment ("itaku"). The Subscriber is the personal information handling business operator and Techframe is the trustee. The Subscriber retains the duty under Article 25 APPI to exercise necessary and appropriate supervision over Techframe, which is discharged through Clause 9 of the DPA.

B12.2 A transfer to a consigned party abroad ordinarily requires either the consent of the individual or the establishment of a system meeting APPI standards. The European Union and Japan recognise each other as providing an equivalent level of protection, and Portugal is within that recognition, so the transfer to the Service may proceed on that basis.

B12.3 Where consent is required, Techframe shall provide the information the Subscriber must give about the destination country, its data protection regime, and the protective measures Techframe has adopted.

B12.4 Techframe shall report leaks, losses or damage of personal data to the Subscriber promptly, in a timeframe enabling the Subscriber to report to the Personal Information Protection Commission and affected individuals within the prescribed periods.

B12.5 The Parties note that an amendment introducing direct administrative monetary penalties has been enacted and awaits commencement. Techframe shall update Annex 2 of the DPA where the commencement of those provisions requires it.

B13. South Korea

B13.1 Under the Personal Information Protection Act (PIPA) the arrangement is a consignment under Article 26. The Subscriber is the personal information controller and Techframe is the consignee.

B13.2 The Subscriber shall disclose the fact of consignment and the identity of the consignee in its privacy policy, and shall supervise Techframe. Techframe shall not use personal information beyond the scope of the consigned work, and shall not re-consign without the Subscriber's consent, notwithstanding the general authorisation in Clause 7 of the DPA.

B13.3 Transfer. Where personal information is transferred abroad, the Subscriber shall rely on a basis permitted by Article 28-8 PIPA, being separate consent, a certification recognised by the Personal Information Protection Commission, or a determination of an equivalent level of protection. Korea and the European Union recognise each other as adequate, which supports the transfer to Portugal.

B13.4 Where separate consent is relied upon, it must disclose the items of personal information, the destination country, the date and method of transfer, the recipient and its contact details, the purpose and retention period, and the means of refusing. Techframe shall supply the information required.

B13.5 Techframe shall notify the Subscriber of a breach in a timeframe enabling notification to affected individuals and to the Personal Information Protection Commission within the periods PIPA prescribes.

B14. India

B14.1 Under the Digital Personal Data Protection Act, 2023 the Subscriber is the “Data Fiduciary” and Techframe is the “Data Processor”. Individuals are “Data Principals”.

B14.2 The Act places compliance responsibility on the Data Fiduciary even where Processing is carried out by a Data Processor. Techframe shall Process digital personal data only under this DPA and only on the Subscriber’s instructions.

B14.3 The Digital Personal Data Protection Rules, 2025 require appropriate security provisions in the agreement between a Data Fiduciary and a Data Processor. Annex 2 of the DPA serves that purpose, and Techframe shall maintain the reasonable security safeguards those Rules require, including encryption, access control, logging, monitoring and backups.

B14.4 Techframe shall notify the Subscriber of a personal data breach in accordance with Clause 10 of the DPA, in a timeframe enabling the Subscriber to make the intimation to the Data Protection Board of India and to affected Data Principals, and to file the detailed follow-up report, within the periods prescribed.

B14.5 Implementation timetable. The Consent Manager framework becomes operational on 13 November 2026 and full substantive compliance is required by 13 May 2027. Where the Subscriber integrates with a registered Consent Manager, Techframe shall support the transmission of consent artefacts to the extent the Service permits, subject to any agreed configuration work.

B14.6 Transfer. The Act permits transfers abroad other than to a country the central government restricts. Portugal is not currently restricted. Techframe shall notify the Subscriber if that changes.

B14.7 Where the Subscriber is designated a Significant Data Fiduciary, it shall notify Techframe, and the Parties shall agree any additional assistance required for annual data protection impact assessments and audits.

B15. Singapore, Malaysia, Thailand, Vietnam, Indonesia and the Philippines

B15.1 Singapore. Under the Personal Data Protection Act, Techframe is a data intermediary Processing on behalf of and for the purposes of the Subscriber. Techframe’s obligations are protection and retention limitation, together with the terms of this DPA. Transfers abroad require the transferring organisation to ensure a comparable standard of protection, which the DPA provides. Techframe shall notify the Subscriber of a data breach without undue delay to enable notification to the Personal Data Protection Commission and affected individuals within the prescribed periods.

B15.2 Malaysia. Under the Personal Data Protection Act, Techframe is a data processor and shall comply with the security obligations that now apply directly to processors, shall notify the Subscriber of a personal data breach, and shall support the Subscriber’s notification to the Commissioner.

B15.3 Thailand. Under the Personal Data Protection Act, Techframe is a data processor, shall Process only on the Subscriber’s instruction, shall maintain records of Processing activities, and shall notify the Subscriber of a breach without delay to enable notification to the Office of the Personal Data Protection Committee within seventy-two (72) hours.

B15.4 Vietnam. Law no. 91/2025/QH15 on Personal Data Protection and its implementing decree apply. Consent must be express and obtained separately for each purpose, and the sale and purchase of personal data is prohibited. The Subscriber shall prepare and submit the personal data processing impact assessment and the transfer impact assessment dossiers that the law requires, and Techframe shall provide the information necessary for those dossiers, including Annex 1 and Annex 2 of the DPA.

B15.5 Indonesia. Law no. 27 of 2022 on Personal Data Protection applies. Techframe acts as personal data processor, Processes only on the Subscriber’s instruction, and shall notify the Subscriber of a failure of protection within a timeframe enabling notification to the data subject and the authority within seventy-two (72) hours. Transfers abroad require adequacy, appropriate safeguards or consent.

B15.6 Philippines. The Data Privacy Act of 2012 applies. Techframe is a personal information processor and shall comply with the security requirements and breach notification duties of that Act and the National Privacy Commission's issuances.

B16. Australia and New Zealand

B16.1 Australian law does not distinguish controller and processor. The Subscriber remains the APP entity responsible for the Personal Data, and Clause 2 of the DPA is read accordingly.

B16.2 Under Australian Privacy Principle 8, the Subscriber remains accountable for an act or practice of Techframe in relation to Personal Data disclosed to it that would breach the Australian Privacy Principles if done in Australia. Techframe undertakes not to do any act or engage in any practice in relation to Subscriber Data that would breach the Australian Privacy Principles were it an APP entity.

B16.3 Techframe shall assist the Subscriber to assess a suspected eligible data breach within thirty (30) days and to notify the Office of the Australian Information Commissioner and affected individuals under the Notifiable Data Breaches scheme.

B16.4 Australian Privacy Principle 11.2 requires destruction or deidentification of Personal Data no longer needed. Clause 11 of the DPA gives effect to that.

B16.5 New Zealand. Under the Privacy Act 2020, Techframe is an agency holding Personal Data as an agent of the Subscriber. Information Privacy Principle 12 applies to disclosure outside New Zealand, and the DPA constitutes the comparable safeguards it requires. Techframe shall notify the Subscriber of a privacy breach without delay to enable notification to the Office of the Privacy Commissioner where the breach has caused or is likely to cause serious harm.

B16.6 The Parties note that Australian reforms, including automated decision-making transparency taking effect in December 2026, may require amendment of this section under Clause 15.3 of the DPA.

B17. Gulf Cooperation Council States

B17.1 Saudi Arabia. Under the Personal Data Protection Law the Subscriber is the controlling entity and Techframe the processing entity. Techframe shall Process only on the Subscriber's instruction and shall implement the safeguards the implementing regulations require. Transfers outside the Kingdom are permitted only on a basis allowed by the transfer regulations, and the Subscriber shall conduct the risk assessment those regulations require. Where the applicable threshold is met, Techframe shall appoint a representative licensed by the Saudi Data and Artificial Intelligence Authority.

B17.2 United Arab Emirates. Federal Decree-Law no. 45 of 2021 applies onshore, and Techframe acts as processor under Article 8. The European Union is recognised as providing an adequate level of protection, which supports the transfer to Portugal.

B17.3 DIFC and ADGM. Where the Subscriber is established in the Dubai International Financial Centre or the Abu Dhabi Global Market, the data protection regulations of that financial free zone apply in place of the federal law. Those regimes are closely modelled on the GDPR, and the main body of the DPA satisfies their processor requirements. References to a Supervisory Authority are read as references to the Commissioner of Data Protection of the relevant free zone.

B17.4 Qatar, Bahrain, Kuwait and Oman. The applicable national statute applies. Techframe shall Process only on instruction and shall support any local notification or registration obligation the Subscriber triggers.

B18. Türkiye

B18.1 Under Law no. 6698 (KVKK) the Subscriber is the data controller and Techframe the data processor. Article 12 KVKK makes both jointly responsible for the security of Personal Data, and Clause 13 of the DPA does not limit that statutory responsibility.

B18.2 Transfer. Transfers abroad are made on a basis permitted by the KVKK, being an adequacy decision, appropriate safeguards including a standard contract, binding corporate rules, or an agreement between public authorities. Where a standard contract is used, the Parties shall execute it and the Subscriber shall notify the Personal Data Protection Authority within five (5) business days of execution.

B18.3 Techframe shall notify the Subscriber of a breach in a timeframe enabling notification to the Personal Data Protection Authority within seventy-two (72) hours.

B19. Israel

B19.1 The Privacy Protection Law, as amended by Amendment 13, applies. Techframe acts as holder of the database on behalf of the Subscriber and shall Process only on instruction.

B19.2 Israel is recognised by the European Commission as providing adequate protection, which supports flows in both directions between Israel and Portugal.

B19.3 Where the applicable thresholds are met, the Subscriber shall appoint a data protection officer and comply with database registration obligations, and Techframe shall provide the information reasonably required.

B20. Africa

B20.1 South Africa. Under the Protection of Personal Information Act (POPIA) the Subscriber is the responsible party and Techframe the operator. Techframe shall Process only with the Subscriber's knowledge or authorisation, shall treat Personal Data as confidential, shall implement the security measures section 19 requires, and shall notify the Subscriber immediately where there are reasonable grounds to believe Personal Data has been accessed or acquired by an unauthorised person, enabling the Subscriber to notify the Information Regulator and data subjects. Transfer to Portugal is permitted under section 72 POPIA on the basis that the recipient is subject to a law providing an adequate level of protection, and this DPA constitutes the binding agreement that section contemplates.

B20.2 Nigeria. Under the Nigeria Data Protection Act 2023 Techframe is a data processor. Techframe shall Process only on instruction, shall implement appropriate security measures, and shall notify the Subscriber of a breach within a timeframe enabling notification to the Nigeria Data Protection Commission within seventy-two (72) hours.

B20.3 Kenya, Ghana, Egypt, Morocco and other African jurisdictions. The applicable national statute applies. Techframe shall Process only on instruction and shall support any local registration, representative or transfer authorisation obligation the Subscriber triggers.

B21. Data Localisation

B21.1 The Service is hosted in Portugal. Certain jurisdictions require categories of data to be stored, or mirrored, within their territory. The Service cannot satisfy such a requirement.

B21.2 The Subscriber shall not upload to the Service any data subject to a localisation requirement it cannot meet, including without limitation: personal data of Russian citizens subject to Federal Law no. 152-FZ; important data or critical information infrastructure data under the law of mainland China; payment system data subject to Reserve Bank of India storage directions; and any category of government, health or financial data that local law requires to be held domestically.

B21.3 The Subscriber shall notify Techframe before uploading data subject to any localisation requirement, and the Parties shall agree in writing whether the Service can be provided.

B22. Conflicting Legal Requirements and Government Access

B22.1 Techframe shall notify the Subscriber promptly if it receives a legally binding request from a public authority, including a judicial or law enforcement authority, for disclosure of Subscriber Data, unless prohibited from doing so by law.

B22.2 Where notification is prohibited, Techframe shall use reasonable efforts to obtain a waiver of the prohibition, and shall document those efforts.

B22.3 Techframe shall review the legality of any such request, shall challenge it where there are reasonable grounds to consider it unlawful under applicable law, and shall disclose only the minimum amount of Subscriber Data reasonably necessary to respond.

B22.4 Techframe shall notify the Subscriber promptly if it has reason to believe that it has become subject to a law that prevents it from fulfilling its obligations under the DPA or this Annex. In that case the Subscriber may suspend the transfer of Subscriber Data and, where no compliant alternative can be agreed, terminate the affected part of the Service without penalty.

B22.5 Techframe shall maintain and, on request, provide the Subscriber with a record of the requests it has received, to the extent permitted by law.

B23. Operation of this Annex

B23.1 Techframe shall execute any regional transfer instrument, addendum or standard contract identified in this Annex within thirty (30) days of a written request from the Subscriber.

B23.2 Where a jurisdiction requires a specific form of contract that is inconsistent with this Annex, that form prevails for Personal Data subject to that jurisdiction's law, and the remainder of the DPA continues to apply.

B23.3 Techframe shall review this Annex at least annually and on becoming aware of a material change in the law of a jurisdiction addressed here, and shall update it in accordance with Clause 15 of the DPA.

B23.4 The identification of a jurisdiction in this Annex does not constitute a representation that Techframe currently offers the Service there, or that it has completed any registration or appointment referred to. Such steps are taken when Techframe meets the applicable statutory threshold.

Version : DPA.AnnexA.20260801 · Effective date : 2026-08-01