

## Tradeshift Data Processing Agreement

(Version Global-Jan-2022 - Website)

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1. This DPA consists of the main body of the DPA and Exhibits A, B, and C.
  2. This DPA has been pre-signed on behalf of Tradeshift.
  3. To complete this DPA, Customer must:
    - A. Complete the Customer Name and Customer Address in the box below corresponding to the Customer entity that is party to the Covered Agreement with a Tradeshift entity
    - B. Verify that the information in Exhibit A “Description of the Processing” accurately reflects the subject and categories of data to be processed;
    - C. Complete the information in the signature box and have authorized signatory sign on page 6.
    - D. Submit the completed and signed DPA, without changes to any printed text, to the following email address: [dparecords@tradeshift.com](mailto:dparecords@tradeshift.com). Upon receipt of the validly completed DPA at the above email address, this DPA will become legally binding.
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Customer Name: (“Customer”)	
Customer Address:	

This Data Processing Agreement (“DPA”), is an addendum to the agreement(s) existing as of the signature date by Customer and Tradeshift, under which Customer, and/or Customer Affiliates, has subscribed to Tradeshift SaaS services, registered an account on the Tradeshift business-to-business platform, and/or purchased associated professional services (the “**Covered Agreement**”) and replaces any prior data processing agreement or similar agreement between the parties regarding the Services provided pursuant to the Covered Agreement. “Tradeshift” refers to the company identified as “Tradeshift” in the Covered Agreement.

*Subscriptions from Authorized Resellers.* If Customer has subscribed to receive Tradeshift SaaS Services and/or professional services pursuant to a sales contract with an authorized reseller of Tradeshift, this DPA is only valid as an addendum to the following as “Covered Agreements:” (a) the Tradeshift Terms of Service accepted by Customer for establishing an account on the Tradeshift platform (in this case, the “Services” only refers to basic Tradeshift platform functionality available without subscription to Tradeshift SaaS Services) and/or (b) the End User License Agreement executed directly between Tradeshift and Customer authorizing the use of SaaS services. This DPA is not valid as to any services governed solely by a contract with the reseller. The contract with the reseller should clarify the data protection rights and obligations, as well as governing documents, as between Customer and the Reseller for the Tradeshift SaaS Services and any professional services provided by Tradeshift.

### 1. Subject matter of this Data Processing Agreement (“DPA”)

- 1.1 This Data Processing Agreement applies exclusively to data processing activities under the Covered Agreement where Tradeshift as Processor Processes Personal Data on behalf of Customer in Tradeshift’s provision of software-as-a-service products (“**Tradeshift SaaS Services**”) and/or performance of professional services (both referred to collectively hereunder as “**Services**”). Customer may be a Controller or Customer may be a Processor itself, acting on behalf of Customer Affiliate(s) and/or on behalf of third-party Controller(s). To the extent Customer Affiliate(s) and/or third-party Controller(s) are permitted to use the Tradeshift SaaS Services as “Authorized Users” pursuant to the Covered Agreement between Customer and Tradeshift, but have not signed their own agreement with Tradeshift other than the online Tradeshift Terms of Service required for registration of an account on the Tradeshift platform, Customer shall be deemed a Processor for such Customer Affiliate(s) and/or third-party Controller(s). Where Customer is a Processor on behalf of Customer Affiliate(s), and/or on behalf of third-party Controller(s), Customer undertakes to and declares to have authority to undertake to exercise any right and obligation granted to Customer under this DPA on behalf of any such Customer Affiliate(s), and/or on behalf of third-party Controller(s), and Tradeshift shall be entitled and obliged to exercise all of its rights and obligations as Processor under this DPA towards Customer. Any reference to Customer or the role of “controller” in this DPA is a reference to Customer irrespective of whether Customer is a Controller or a Processor.
- 1.2 *Details of the Processing.* The subject-matter of Processing of Personal Data by Tradeshift is the performance of the Services pursuant to the Covered Agreement and Service documentation. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit A to this DPA. Nothing in Exhibit A confers any right or imposes any obligation on any party to this DPA.

## 2. Roles of the Parties

- 2.1 Customer will determine the scope, purposes, and manner by which the Personal Data may be accessed or Processed by Tradeshift. Tradeshift will Process the Personal Data only as set forth in Customer's instructions.
- 2.2 Customer instructs Tradeshift to process personal data as incumbent to Customer's use of Tradeshift's products and services ordered by Customer in the Covered Agreement. Tradeshift will only Process the Personal Data in such manner as - and to the extent that - this is appropriate for the performance of the Covered Agreements, except as required to comply with a legal obligation to which Tradeshift is subject. In such a case, Tradeshift shall inform Customer of that legal obligation before Processing, unless that law explicitly prohibits the furnishing of such information to Customer. Tradeshift shall never Process the Personal Data in a manner inconsistent with Customer's documented instructions. Tradeshift shall immediately inform Customer if in Tradeshift's opinion an instruction infringes applicable Data Protection Law.

## 3. Confidentiality

Without prejudice to any existing contractual arrangements between the Parties, Tradeshift shall treat all Personal Data as confidential and it shall inform all its employees, agents and/or approved Sub-Processors engaged in Processing the Personal Data of the confidential nature of the Personal Data. Tradeshift shall ensure that all such persons or Parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.

## 4. Security, Technical and Organizational Measures and Third-Party Audits

- 4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, without prejudice to any other security standards agreed upon by the Parties, Customer and Tradeshift shall implement appropriate technical and organizational measures to ensure a level of security of the Processing of Personal Data appropriate to the risk.
- 4.2 The minimum level of the technical and organizational measures that must be implemented by Tradeshift include, measures to protect against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to such Personal Data, in each case appropriate to that risk, including, the measures referred to in Article 32(1) of the GDPR, manual penetration testing, and security audits such as SOC 2 or ISO 27001 performed by independent third parties ("**Third Party Certifications and Audit Reports**"), as set forth in the Tradeshift Information Security Policy (available at <https://tradeshift.com/agreements/information-security-policy/>) and the measures expressly agreed to by the Parties in the Covered Agreement.
- 4.3 Tradeshift and each Tradeshift Affiliate shall take reasonable steps to ensure the reliability of any employee, agent, or contractor of Tradeshift or any Subprocessor who may have access to the Personal Data, ensuring in each case that access is limited to those individuals who need to know / access the relevant Personal Data, as necessary for the purposes of the Covered Agreement, and to comply with Applicable Data Protection Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that survive termination of the employment or service provider relationship.
- 4.4 Tradeshift will evaluate the measures as implemented in accordance with this section 4 on an on-going basis and will tighten, supplement and improve these measures in order to maintain compliance with the requirements set out in section 4. The Parties will negotiate in good faith the cost, if any, to implement material technical or procedural changes required by specific updated security requirements set forth in Applicable Data Protection Law or by data protection authorities of competent jurisdiction, that increase the costs for Tradeshift to provide the Services.
- 4.5 Where an amendment to the Covered Agreement is necessary in order to execute an instruction of Customer to Tradeshift to improve security measures as may be required by changes in Applicable Data Protection Law from time to time, the Parties shall negotiate an amendment to the Covered Agreement in good faith.

## 5. Data Transfers

- 5.1 Tradeshift will process Personal Data at the locations set out in Exhibit A.
- 5.2 Where Customer is a Controller subject to GDPR, or subject to the Data Protection Laws of Switzerland, and exporting Personal Data to Tradeshift as a Processor in a country which have not been accepted by the EU Commission as having an adequate level of data protection according to Article 45 GDPR, the parties shall comply with the 2021 Standard Contractual Clauses (module 2 – Controller to Processor) subject to the additional terms in Exhibit C.
- 5.3 Where Customer is a Processor subject to GDPR, or subject to the Data Protection Laws of Switzerland, and exporting Personal Data to Tradeshift as a Processor in a country which have not been accepted by the EU Commission as having an adequate level of data protection according to Article 45 GDPR, the parties shall comply with the 2021 Standard Contractual Clauses (module 3 – Processor to Processor) subject to the additional terms in Exhibit C.
- 5.4 Where Customer is a Controller or Processor established in a country which have not been accepted by the EU Commission as having an adequate level of data protection according to Article 45 GDPR and transferring Personal Data to Tradeshift in

an EU/EEA country the parties shall comply with the 2021 Standard Contractual Clauses (module 4 - Processor to Controller) subject to the additional terms in Exhibit C.

- 5.5 Where Customer is a Controller or Processor established in the United Kingdom, or which otherwise falls within the territorial scope of the data protection legislation in United Kingdom, and exporting Personal Data to Tradeshift in a non-EU/EEA country which, as of 31 December 2021, were not covered by a European Commission 'adequacy decision', the parties shall comply with the 2010 Standard Contractual Clauses subject to the additional terms in Exhibit C.

## 6. Information Obligations and Incident Management

- 6.1 When Tradeshift becomes aware of a Personal Data Breach that impacts the Processing of Personal Data that is the subject of this DPA, Tradeshift shall without undue delay notify Customer about the Personal Data Breach.
- 6.2 Tradeshift shall at all times cooperate with Customer and shall follow Customer's instructions with regard to a Personal Data Breach, in order to enable Customer to perform a thorough investigation into the Personal Data Breach, to formulate a correct response, and to take suitable further steps in respect of the Personal Data Breach
- 6.3 Tradeshift shall at all times have in place procedures which enable it to promptly respond to Customer about a Personal Data Breach.
- 6.4 Any notifications made to Customer pursuant to this section 6 shall contain:
- (a) a description of the nature of the Personal Data Breach, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
  - (b) the name and contact details of Tradeshift's data protection officer or another contact point where more information can be obtained;
  - (c) a description of the likely consequences of the Personal Data Breach; and
  - (d) a description of the measures taken or proposed to be taken by Tradeshift to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects.

## 7. Sub-Processors

- 7.1 Tradeshift has Customer's general authorization for (i) Tradeshift to engage Affiliated companies of Tradeshift ("**Tradeshift Affiliates**") as Subprocessors and (ii) Tradeshift and Tradeshift Affiliates to engage third-party Subprocessors in connection with provision of the Services, subject to these terms and provided that Tradeshift or applicable Tradeshift Affiliate has entered into a written agreement with each Subprocessor containing data protection obligations and responsibilities no less protective of Customer's Personal Data than those in this Agreement to the extent applicable to the nature of the services provided by such Subprocessor. Tradeshift shall be responsible for obligations subcontracted to any Subprocessor as if such obligations had been performed by Tradeshift.
- 7.2 *Information about Subprocessors.* Information about Subprocessors, including their functions and locations, is available at <https://tradeshift.com/privacy/subprocessors/> (as may be updated by Tradeshift from time to time in accordance with this DPA) (the "**Subprocessor Page**"). The current list is provided in Exhibit B. Customer has authorised Tradeshift's use of Subprocessors as specified in Exhibit B.
- 7.3 *Notice of Subprocessor Changes.* Tradeshift (or a Tradeshift Affiliate) will notify Customer before authorizing a new Subprocessor to Process Personal Data in connection with the provision of the applicable Services. Such notification will be by way of product release notice or prominent customer support notification to Customer's designated support contact(s). As a convenience, at the Subprocessor Page, Processor provides a mechanism to subscribe to email notifications regarding new Subprocessors for the Services.
- 7.4 *Objection Right.* Customer may object to Tradeshift's use of a new Subprocessor by notifying Tradeshift promptly in writing within thirty (30) days after receipt of Tradeshift's notice in accordance with the mechanism set out on the Subprocessor Page. In the event Customer objects to a new Subprocessor, Tradeshift will work in good faith to find an acceptable resolution to address such objection, which may be a change in the Services or Customer's configuration to avoid Processing of Personal Data by the objected-to new Subprocessor. If Tradeshift is reasonably unable to make available such change within a reasonable period of time, not to exceed thirty (30) days, Customer may as its sole and exclusive remedy in this situation, terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Tradeshift without the use of the objected-to new Subprocessor, by providing written notice to Tradeshift. In such case, Tradeshift will refund Customer any prepaid fees covering the remainder of the term of subscription term to the Services following the effective date of termination with respect to such terminated Services and will not impose a penalty for such termination on Customer.
- 7.5 With respect to each Subprocessor, Tradeshift or the relevant Tradeshift Affiliate shall:
- (a) before the Subprocessor first Processes the Personal Data, carry out adequate due diligence to confirm that the Subprocessor can provide the level of protection for the Personal Data required by this Agreement; and

- (b) if the arrangement involves a transfer to a third country outside the EU/EEA that has not been accepted by the EU Commission as having an adequate level of data protection according to Article 45 GDPR, ensure that the Standard Contractual Clauses (2021 Standard Contractual Clauses for new Subprocessors; 2010 Standard Contractual Clauses acceptable for Subprocessors in place prior to 27 September 2021, but to be replaced before 27 December 2022), or alternate approved transfer method, and any further country-specific measures that may be required, are at all relevant times incorporated into the agreement between on the one hand Tradeshift, or the relevant Tradeshift Affiliate, and on the other hand the Subprocessor. Customer agrees that where Tradeshift engages a Subprocessor, in accordance with this Section, for carrying out specific processing activities (on behalf of Customer) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, Tradeshift and the Subprocessor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using Standard Contractual Clauses.

## 8. Assistance to Data Controller

- 8.1 The Services include features that may be used by Customer to retrieve, correct, delete or restrict Personal Data, which may assist Customer in connection with its obligations under applicable Data Protection Laws, including obligations relating to responding to requests from Data Subjects to exercise their rights under such laws, such as rights related to access, correction, erasure ("right to be forgotten"), and data portability, or its right not to be subject to an automated individual decision making ("**Data Subject Requests**") and requests from Supervisory Authorities ("**Authority Requests**").
- 8.2 To the extent Customer, in its use of the Services, does not have the ability to address Data Subject Requests and Authority Requests under applicable Data Protection Laws, Tradeshift shall provide commercially reasonable efforts to assist Customer in responding to the requests. Customer shall be responsible for any costs arising from Tradeshift's provision of such assistance beyond the scope of Services defined in the Covered Agreement, and agrees to pay for such costs based on Tradeshift's standard consulting rates.
- 8.3 If a Data Subject Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to Tradeshift or a Subprocessor, Tradeshift will promptly inform Customer and will advise the Data Subject to submit their request to Customer. Customer will be solely responsible for responding substantively to any such Data Subject Requests.
- 8.4 Data Protection Impact Assessment. Tradeshift and each Tradeshift Affiliate shall provide reasonable assistance to Customer, at Customer's expense based on Tradeshift's standard consulting rates, with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of Customer by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer's Personal Data by, and taking into account the nature of the Processing and information available to, Tradeshift (and any applicable Subprocessors).

## 9. Supervision and Audits

- 9.1 At the request of Customer, Tradeshift shall make available to Customer all information necessary, including Third Party Certifications and Audit Reports, to demonstrate compliance with the obligations laid down in this DPA and GDPR Art. 28. in particular with the technical and organizational measures it has taken pursuant to section 4 of this Data Processing Agreement. Further Tradeshift shall allow for and contribute to audits to validate such measures, conducted by Customer or an independent auditor mandated by the Customer with regard to the Processing, subject to the following:
- (a) Where Customers obligations under Data Protection Laws to conduct audits cannot reasonably be satisfied by the Third Party Certifications and Audit Reports and other information Tradeshift makes available, Customer may request an on site audit of Tradeshift's processing activities covered by this DPA ("**On-Premise Audit**"). Tradeshift and Customer will discuss and agree in advance on the reasonable timing, scope and duration of an On-Premise Audit. Any On-Premise Audit will be limited in scope to facilities involved in processing of Customer Data which are operated by Tradeshift or any of Tradeshift's affiliates. Customer acknowledges that Tradeshift operates a multi-tenant SaaS environment and accordingly Tradeshift shall be allowed to adapt the scope of activities of any On-Site Audit to avoid or mitigate risks with respect to system availability, security standards, and confidentiality of other Tradeshift customer's data and information. Customer shall be responsible for any costs arising from Tradeshift's provision of personnel time and assistance in attending to the On-Premise Audit beyond the scope of Services defined in the Covered Agreement, and agrees to pay for such costs based on Tradeshift's standard consulting rates. Customer will promptly provide Tradeshift with any information of non-compliance discovered in the course of the On-Premise Audit. The Customer accepts that Tradeshift's audit of processing performed by Subprocessors are carried out by review of any available security audit reports, certifications or declarations. The Customer may request access to such reports. The Customer may request further measures to be taken to ensure compliance with the GDPR. Any such further measures shall be at the Customers cost.

- (b) Any third-party auditor selected by Customer must, prior to any on-premise Audit, enter into a non-disclosure agreement with confidentiality provisions no less protective than those set forth in the Covered Agreement to protect Tradeshift's proprietary and confidential information.

**10. Returning or Destruction of Personal Data**

- 10.1 Upon termination of this DPA, upon Customer's written request, or upon fulfillment of all purposes agreed in the context of the Covered Agreements whereby no further Processing is required, Tradeshift shall, at the discretion of Customer, either delete, destroy or return all Personal Data to the Customer and destroy or return any existing copies, according to the standard procedures and timeframes maintained by Tradeshift operations which are not contradictory to GDPR requirements.
- 10.2 Tradeshift shall require that all third parties supporting its own Processing of the Personal Data shall perform the same measures as above.

**11. Duration and Termination**

This DPA shall have the same term and duration as the Covered Agreement, provided that it shall continue to govern beyond such term with regard to any Personal Data up until the time of return or destruction.

**12. Changes in Data Protection Laws.**

- 12.1 Customer may, by written notice to Tradeshift, from time to time request variations to the DPA, as they apply to processing of Personal Data which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow for continued processing without breach of that Data Protection Law; and propose any other variations to this DPA which Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.
- 12.2 If Customer gives notice under section 12.1, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations or changes to the Services designed to address the requirements identified in Customer's notice and related costs of implementation as soon as is reasonably practicable.
- 12.3 Neither Customer nor Tradeshift shall require the consent or approval of any Customer Affiliate or Tradeshift Affiliate to amend this DPA pursuant to this section 12 or otherwise.

**13. Governing law and jurisdiction.**

- 13.1 The parties to this Data Protection Agreement hereby submit to the choice of jurisdiction stipulated in the Covered Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity, unless otherwise required by applicable Data Protection Law or the Standard Contractual Clauses as applicable cf. Section 5.2 – 5.5., in which case the jurisdiction shall be the courts of Denmark ; and
- 13.2 this Data Protection Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Covered Agreement, unless otherwise required by applicable Data Protection Law or the Standard Contractual Clauses as applicable cf. Section 5.2 – 5.5, in which case the governing laws shall be the laws of Denmark.

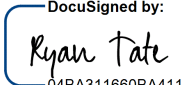
**14. Liability and Data Subject Claims**

- 14.1 *Liability Cap.* Tradeshift and all of its Affiliates shall be liable for the damage caused by processing only where they have not complied with their obligations under applicable law specifically directed to data processors or where they have acted outside or contrary to lawful instructions of Customer. Tradeshift and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA and any other DPAs executed by Customer Affiliates with Tradeshift or its Affiliates for Services under the Covered Agreement(s) together, whether in contract, tort or under any other theory of liability ("**DPA Claims**"), is subject to the 'Limitation of Liability' section of the Covered Agreement with a cap on damages for DPA Claims not to exceed the greater of (a) the subscription fees paid or payable to Tradeshift during the twelve months prior to the claim, (b) fifty thousand US dollars (\$50,000), or (c) the liability cap provided in the "Limitation of Liability" section of the Covered Agreement for breach of obligations to comply with data protection law ("**DPA CAP**"). The DPA CAP shall be reduced by any amount of aggregated damages claimed by Customer and all of its affiliates and any third-party Controller cf. Section 1.1 arising out of or related to the Covered Agreements and all Data Protection Agreements in the 12 months immediately preceding the date on which the DPA Claim arose. For the avoidance of doubt the DPA CAP applies in the aggregate and shall not be understood to apply individually and severally to Customer and/or to any Customer Affiliate or third-party Controller.
- 14.2 *Data Subject Claims.* To the extent data subjects claim compensation from Tradeshift or its Affiliates in accordance with applicable law, including but not limited to provisions on joint liability for data controllers and data processors then Customer will indemnify and reimburse Tradeshift or its Affiliates for any claim which is not due to Tradeshift or its Affiliates violation of applicable law specifically directed to data processors or Customers lawful instructions or for any amount exceeding the DPA CAP.

**15. Definitions**

- 15.1 **"Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership of a Party, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether by contract or otherwise.
- 15.2 **"Customer Affiliate"** means any of Customer's Affiliates (a) (i) that are subject to the applicable Data Protection Laws; and (ii) are permitted to use the Services as "Authorized Users" pursuant to the Covered Agreement between Customer and Tradeshift, but have not signed their own agreement with Tradeshift other than the online Tradeshift Terms of Service required for registration of an account on the Tradeshift platform, (b) if and to the extent Tradeshift processes Personal Data for which such Customer Affiliate(s) qualify as the "Controller" under the applicable Data Protection Laws;
- 15.3 **"Data Protection Laws"** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States, applicable to the Processing of Personal Data under the Agreement as amended from time to time, including expressly the "GDPR" referring to the EU General Data Protection Regulation 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, and repealing Directive 95/46/EC (General Data Protection Regulation) and the California Consumer Privacy Act ("CCPA") of 2018
- 15.4 **"Supervisory Authority"** means an independent public authority which is established by an EU Member State pursuant to the GDPR or, by another country in accordance with the applicable Data Protection Laws.
- 15.5 The terms, **"Commission"**, **"Controller"**, **"Processor"**, **"Data Subject"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, and **"Processing"** shall have the same meaning as in the GDPR or the applicable Data Protection Laws, and their cognate terms shall be construed accordingly.
- 15.6 **"Subprocessor"** and **"sub-processor"** as used herein means a third party engaged by the Processor for carrying out processing activities in respect of the Personal Data on behalf of the Processor;
- 15.7 **"2010 Standard Contractual Clauses"** means Standard Contractual Clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC set out in Commission Implementing Decision 2010/593 of February 2010 of the European Parliament and of the Council
- 15.8 **"2021 Standard Contractual Clauses"** means Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 of the European Parliament and of the Council

**IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Data Processing Agreement:**

<b>Customer:</b>	<b>Tradeshift Holdings, Inc.</b> (on behalf of the Tradeshift Affiliate that is party to the Covered Agreement)
<b>By:</b>	<b>By:</b>  04BA311660BA411
<b>Name:</b>	<b>Name:</b> Ryan Tate
<b>Title:</b>	<b>Title:</b> Chief Accounting Officer
<b>Date:</b>	<b>Date:</b>
<b>Customer's Email Contact</b> (for breach and new Subprocessor notifications):	

<b>EXHIBIT A to the Data Protection Agreement</b>
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**Description of the processing****Categories of data subjects whose personal data is processed**

The Customer decides at its own discretion which categories of data subjects whose data is processed in the Services. Typically, data subjects will include:

- Customer's employees (and employees of Customer's affiliated companies who are authorized by Customer to utilize Tradeshift's SaaS services)
- Employees of Customer's suppliers and other business partners – the business contacts at suppliers and business partners
- Other users authorized by Controller to utilize the SaaS services
- Other data subjects which may be identified in the documents and information that Customer process in the Services

**Categories of personal data processed**

The Customer decides what data to process in the Services however the Covered Agreement prohibits processing of sensitive personal data. Typical personal data that is submitted for processing in the Tradeshift solutions is:

- Business contact information containing: Name, signature (on documents transmitted), business email address, title, I.P address, phone number used in the course of business, home address only if used as business address

**Sensitive data processed**

The platform is not intended for processing any sensitive personal data and the Covered Agreements prohibit Customer from submitting sensitive personal data for processing.

**Nature of the processing**

As described in the Covered Agreement including hosting, data storage, back-up, user support, usage reporting, document exchange and routing, access administration.

**Purpose(s) for which the personal data is processed on behalf of the controller**

To deliver the Services as set out in the DPA section 2.2., including operation of the SaaS services; provision of consulting services, provision of customer support, performance, security and feature analysis as further provided in the Covered Agreement;

**Duration of the processing**

The term of the Covered Agreement and any period following the term of the Covered Agreement until deletion of the data from the systems underlying the SaaS services.

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

Tradeshift affiliates are involved as Subprocessors with many aspects of the services and support; The type of processing provided by other Subprocessors is outlined in Exhibit B.

**Processing locations**

Processing of the personal data under the DPA cannot be performed at other locations than the following without the data controller's prior written authorisation:

Customer instructs Tradeshift to process the data in the European Union, the United States, the countries in which Tradeshift Affiliates are located, and the countries in which Subprocessors provide processing as outlined in Exhibit B. Customer's approval of a Subprocessor established in a country shall be deemed also to be Customer's instruction to Tradeshift to transfer personal data to that country.

<b>EXHIBIT B - List of Authorized Subprocessors</b>
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On commencement of the DPA, the data controller authorises the engagement of the following sub-processors:

- Listing of and Information about Tradeshift Subprocessors, functions and processing locations is available at <https://tradeshift.com/privacy/subprocessors/> (the "Tradeshift Subprocessor Page").

- Customer may provide one or more email addresses to receive advance notice of updates – see “**Receiving Updates about Subprocessors**” section on the Tradeshift Subprocessor Page.

New Subprocessors may be added to the Tradeshift Subprocessor Page from time to time in accordance with this DPA. Removal of a Subprocessor will not require notice to Customer.

<b>EXHIBIT C to the Data Protection Agreement</b>
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#### Incorporation of Standard Contractual Clauses

- In Section 5.2 and 5.3 of the DPA the Parties agree, where Customer is a controller or processor subject to GDPR, or subject to the Data Protection Laws of Switzerland, and exports Personal Data to Tradeshift as a processor in a country which have not been accepted by the EU Commission as having an adequate level of data protection according to Article 45 GDPR, to comply with the 2021 Standard Contractual Clauses (module 2 or 3).
- In Section 5.4 of the DPA the Parties agree, where Customer is a controller or processor established in a country which have not been accepted by the EU Commission as having an adequate level of data protection according to Article 45 GDPR and is transferring Personal Data to Tradeshift in an EU/EEA country, to comply with the 2021 Standard Contractual Clauses (module 4).
- In Section 5.5 of the DPA the Parties agree, where Customer is a controller or processor established in United Kingdom or which otherwise falls within the territorial scope of the data protection legislation in United Kingdom, and exports Personal Data to Tradeshift in a non-EU/EEA country which, as at 31 December 2020, were not covered by a European Commission ‘adequacy decision’, to comply with the 2010 Standard Contractual Clauses.
- The Parties agree to incorporate by reference as an integral part of the DPA the Standard Contractual Clauses amended and completed as set out in this Exhibit C.

The Parties confirm that provisions of the DPA shall govern the data transfers specified in this Exhibit C and supplement the applicable Standard Contractual Clauses. The applicable Standard Contractual Clauses are subject to this DPA and the provisions of the applicable Standard Contractual Clauses shall be exercised in accordance with the DPA. The Parties have jointly ascertained that no provision of the DPA conflicts with any provisions of the Standard Contractual Clauses. In the event however, that any provision of the DPA, despite the Parties joint understanding, contradicts, directly or indirectly, the applicable Standard Contractual Clauses, then the applicable Standard Contractual Clauses shall prevail.

#### 1. **2021 Standard Contractual Clauses module 2 (Controller to Processor) and 3 (Processor to Processor)**

- For the purpose of the 2021 Standard Contractual Clauses module 2 and 3 Data exporter is Customer as identified in the Covered Agreement and Data importer is Tradeshift as identified in the Covered Agreement
- Clause 7 Docking clause: This option shall not apply
- Clause 9 Use of sub-processors: Option 2: General Written Authorization shall apply. The general authorization is exercised in accordance with the DPA section 7.
- Clause 11 Redress: The option under Clause 11(a) shall not apply
- Clause 13 Supervision:
  - Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, shall act as competent supervisory authority.
  - Where the data exporter is established in Switzerland and in so far, the data transfer is subject to Swiss Federal Act on Data Protection: The supervisory authority shall be the Swiss Federal Data Protection and Information Commissioner (FDPIC).
  - Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, shall act as competent supervisory authority.
  - Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the



offering of goods or services to them, or whose behaviour is monitored, are located, shall act as competent supervisory authority.

- 1.6 Clause 17 Governing law: These Clauses shall be governed by the law specified in the DPA section 12 provided this is the law of one of the EU Member States, and which allows for third-party beneficiary rights. Where such law is not the law of an EU Member state or does not allow for third-party beneficiary rights, they shall be governed by the law of Denmark.
- 1.7 Clause 18 Choice of forum and jurisdiction: The forum and jurisdiction shall be as specified in the DPA section 13 provided this is the courts of an EU Member state. If not forum and jurisdiction shall be the courts of Denmark.  
Ad Clause 18 (c): The term 'member state' must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 c
- 1.8 Annex I A Parties: The Parties shall be as set out in 1.1. of this Exhibit C
- 1.9 Annex I B Description of transfer: As specified in the DPA section 1.2 and Exhibit A
- 1.10 Annex I C Competent Supervisory Authority: shall be as set out by Clause 13 and otherwise by the Competent Supervisory Authority in Denmark being Datatilsynet.
- 1.11 Annex II Technical and organisational measures including technical and organisational measures to ensure the security of the data: As specified in in the DPA section 4.1, 4.2 and 4.3
- 1.12 Annex III List of Sub-processors: As specified in the DPA Exhibit B

**2. 2021 Standard Contractual Clauses module 4 (Processor to Controller)**

- 2.1 For the purpose of the 2021 Standard Contractual Clauses module 4 Data exporter is Tradeshift as identified in the Covered Agreement and Data importer is Customer as identified in the Covered Agreement
- 2.2 Clause 7 Docking clause: This option shall not apply
- 2.3 Clause 14 and 15: The Parties agree that Tradeshift is not instructed to combine the personal data received from the Customer (submitted by Customer or Customer Affiliates) with personal data collected by Tradeshift in the EU.
- 2.4 Clause 17 Governing law: The governing law shall be Danish
- 2.5 Clause 18 Choice of forum and jurisdiction: The forum and jurisdiction shall be Danish.
- 2.6 Annex I A Parties: The Parties shall be as set out in 2.1. of this Exhibit C
- 2.7 Annex I B Description of transfer: As specified in the DPA section 1.2 and Exhibit A

**3. 2010 Standard Contractual Clauses**

- 3.1 For the purpose of the 2010 Standard Contractual Clauses Data exporter is Customer as identified in the Covered Agreement and Data importer is Tradeshift as identified in the Covered Agreement
- 3.2 Appendix 1 Details of transfer: As specified in the DPA section 1.2 and Exhibit A
- 3.3 Appendix 2 Technical and organisational security measures: As specified in in the DPA section 4.1, 4.2 and 4.3

*END OF DPA*