

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms a part of the Customer Terms of Service found at <https://www.productive.io/customer-terms-of-service/>. The Order Form, Customer Terms of Service and this Data Processing Agreement (along with standard contractual clauses appended to it) form the agreement between the parties (further in the text: the “**Agreement**”).

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, Productive may Process certain Personal Data (such terms defined below) on behalf of Customer, and where Productive Processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

### HOW TO EXECUTE THIS DPA

This DPA forms an integral part of the Agreement, and for it to apply, there is no need to execute it separately.

However, if Consumer requires separate copy of the DPA, the following steps should be taken:

1. This DPA consists of the main body of the DPA, Schedule 1 and, where applicable, Standard Contractual Clauses (Module 2 and/or Module 3 for EU transfers or UK Standard Contractual Clauses for UK transfers)
2. This DPA has been pre-signed by Productive
3. To complete this DPA, Customer must complete the information in the signature box and sign it
4. Send the completed and signed DPA to Productive by email, indicating Customer’s organization (as set out on the applicable Order Form), to [contact@productive.io](mailto:contact@productive.io)

For the avoidance of doubt, by signing the DPA, the Schedule 1 and the applicable [Standard Contractual Clauses](#) are also accepted.

### HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement.

If the Customer entity signing this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

## 1. DEFINITIONS

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**“Controller”** means the entity which determines the purposes and means of the Processing of Personal Data.

**“Controller Affiliate”** means any of Customer's Affiliate(s): (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and Productive, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement, (b) if and to the extent Productive processes Personal Data for which such Affiliate(s) qualify as the Controller.

**“Data Protection Laws”** means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area (“**EEA**”) and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

**“Data Subject”** means the identified or identifiable person to whom Personal Data relates.

**“Europe”** means the European Union, the EEA, Switzerland and the United Kingdom.

**“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**“UK GDPR”** means the GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act.

**“Personal Data”** means any Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.

**“Processing”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Processor”** means the entity which Processes Personal Data on behalf of the Controller.

**“Public Authority”** means a government agency or law enforcement authority, including judicial authorities.

**“Security Practices Datasheet”** means Productive’s Security Practices Datasheet, as updated from time to time, and currently accessible at <https://www.productive.io/security/>.

**“Productive”** means the Productive entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being The Productive Company, Inc., a company incorporated in Delaware.

**“Productive Group”** means Productive and its Affiliates engaged in the Processing of Personal Data.

**“Standard Contractual Clauses”** means Standard Contractual Clauses for the transfer of Personal Data to third countries set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, which can be found [here](#), as updated from time to time,

“**UK SCCs**” means the standard contractual clauses for the transfer of personal data to processors established in third countries pursuant to European Commission Decision 2010/87/EU of 5 February 2010 which can be found [here](#), as updated and/or replaced from time to time.

“**Sub-processor**” means any entity engaged by Productive or a member of the Productive Group to Process Personal Data in connection with the Services.

## 2. PROCESSING OF PERSONAL DATA

### 2.1. Roles of the Parties.

The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is a Controller or a Processor, Productive is a Processor and that Productive or members of the Productive Group will engage Sub-processors pursuant to the requirements set forth in section 4 “Sub-processors” below.

### 2.2 Customer’s Processing of Personal Data.

Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law (including where the Customer is a Processor, by ensuring that the ultimate Controller does so). Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

### 2.3 Productive’s Processing of Personal Data.

As Customer’s Processor, Productive shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support chat) that are consistent with the terms of the Agreement (individually and collectively, the “**Purpose**”). Productive acts on behalf of and on the instructions of the Customer in carrying out the Purpose.

### 2.4 Details of the Processing.

All details of Processing are specified in [Schedule 1](#) to this DPA.

## 3. RIGHTS OF DATA SUBJECTS

### 3.1 Data Subject Requests.

Productive shall, to the extent legally permitted, promptly notify Customer of any complaint, dispute or request it has received from a Data Subject under applicable Data Protection Law in relation to Personal Data (a “**Data Subject Request**”).

Productive shall not respond to a Data Subject Request itself, except that the Customer authorizes Productive to redirect the Data Subject Request as necessary to allow Customer to respond directly.

Taking into account the nature of the Processing, Productive shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer’s obligation to respond to a Data Subject Request as required by applicable Data Protection Laws.

In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Productive shall, upon Customer’s request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Productive is legally permitted

to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Productive's provision of such assistance, including any fees associated with provision of additional functionality.

## **4. SUB-PROCESSORS**

### **4.1 Appointment of Sub-processors.**

Customer acknowledges and agrees that (a) Productive's Affiliates may be retained as Sub-processors through written agreement with Productive and (b) Productive and Productive's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, Productive or a Productive Affiliate will enter into a written agreement with each Sub-processor containing in substance data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA.

### **4.2 List of Current Sub-processors and Notification of New Sub-processors.**

The current list of Subprocessors engaged in Processing Personal Data for the performance of the Services, including a description of their processing activities and countries of location, is accessible via <https://www.productive.io/productive-subprocessors> ("**Sub-processor Lists**").

Productive will inform Customer of any intended changes concerning the addition or replacement of Sub-Processors by updating its Sub-Processor webpage, which Customer acknowledges to be its responsibility to check regularly.

### **4.3 Objection Right for New Sub-processors.**

Customer may reasonably object to Productive's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying Productive promptly in writing within ten (10) business days after being notified of Productive's change of Sub-Processors in accordance with section 4.2. Such notice shall explain the reasonable grounds for the objection. If Customer objects to a new Sub-processor, as permitted in the preceding sentence, Productive will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Productive is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, either party may terminate without penalty the applicable Order Form(s) with respect only to those Services which cannot be provided by Productive without the use of the objected-to new Sub-processor by providing written notice. Productive will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

### **4.4 Liability.**

Productive shall be liable for the acts and omissions of its Sub-processors to the same extent Productive would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

## 5. SECURITY

Productive shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in [the Security Practices Datasheet](#). Productive regularly monitors compliance with these measures. Productive will not materially decrease the overall security of the Services during a subscription term.

Upon Customer's request, and subject to the confidentiality obligations set forth in the Customer Terms of Service, Productive shall make available to Customer (or Customer's independent, third-party auditor) information regarding the Productive Group's compliance with the obligations set forth in this DPA in the form of the security policies set forth in the [Security Practices Datasheet](#).

Customers may contact Productive on the email [dpo@productive.io](mailto:dpo@productive.io) to request an on-site audit of Productive's procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. Customer shall reimburse Productive for any time expended for any such on-site audit at the Productive Group's then-current rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Productive shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Productive. Customer shall promptly notify Productive with information regarding any non-compliance discovered during the course of an audit, and Productive shall use commercially reasonable efforts to address any confirmed non-compliance.

## 6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Productive maintains security incident management policies and procedures specified in the [Security page](#). Productive shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Productive becomes aware and which Productive is required to notify to Customer under applicable Data Protection Law (a "**Personal Data Incident**"). Productive shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Productive's control. Except as required by applicable Data Protection Law, the obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-Productive Products.

## 7. GOVERNMENT ACCESS REQUESTS

### 7.1 Productive requirements.

In its role as a Processor, Productive shall maintain appropriate measures to protect Personal Data in accordance with the requirements of Data Protection Laws, including by implementing appropriate technical and organizational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security. If Productive receives a legally binding request to access Personal Data from a Public Authority, Productive shall, unless otherwise legally prohibited, promptly notify Customer including a summary of the nature of the request. To the extent Productive is prohibited by law from providing such notification, Productive shall as appropriate use commercially reasonable efforts to obtain a waiver of the prohibition to enable Productive to communicate as much information as possible, as soon as possible. Further,

Productive shall challenge the request if, after careful assessment, it considers that the request is unlawful. As reasonable and appropriate, Productive shall pursue possibilities of appeal. When challenging a request, Productive shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the Personal Data requested until required to do so under the applicable procedural rules. Productive agrees it will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. Productive shall promptly notify Customer if Productive becomes aware of any direct access by a Public Authority to Personal Data and provide information available to Productive in this respect, to the extent permitted by law. For the avoidance of doubt, this DPA shall not require Productive to pursue actions or inactions that could result in civil or criminal penalty for Productive such as contempt of court.

## **7.2 Sub-processors requirements.**

Productive shall ensure that Sub-processors involved in the Processing of Personal data are subject to the relevant commitments regarding Government Access Requests.

## **8. RETURN AND DELETION OF PERSONAL DATA**

Upon termination of the Services for which Productive is Processing Personal Data, Productive shall, upon Customer's request, return all Personal Data in Productive's possession to Customer or securely destroy such Personal Data and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Personal Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade. Until Personal Data is deleted or returned, Productive shall continue to comply with this DPA and its Schedules.

## **9. CONTROLLER AFFILIATES**

### **9.1 Contractual Relationship.**

The parties acknowledge and agree that, by executing the DPA in accordance with "HOW TO EXECUTE THIS DPA", Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between Productive and each such Controller Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and is a party only to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.

### **9.2 Communication.**

The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Productive under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

### **9.3 Rights of Controller Affiliates.**

If a Controller Affiliate becomes a party to the DPA with Productive, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

**9.3.1** Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against Productive directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 9.3.2, below).

**9.3.2** The parties agree that the Customer that is the contracting party to the Agreement shall, if carrying out an on-site audit of the Productive procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Productive by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

## 10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Productive, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Customer Terms of Service, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, Productive's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

## 11. EUROPEAN AND UK SPECIFIC PROVISIONS

### 11.1 Definitions.

For the purposes of this DPA these terms shall be defined as follows:

**"EU C-to-P Transfer Clauses"** means Standard Contractual Clauses Module Two (Controller-to-Processor).

**"EU P-to-P Transfer Clauses"** means Standard Contractual Clauses Module Three (Processor-to-Processor).

### 11.2 GDPR.

Regarding EU transfers, Productive will Process Personal Data in accordance with the GDPR requirements directly applicable to Productive's provisioning of the Services.

Regarding UK transfers, Productive will Process Personal Data in accordance with the UK GDPR requirements directly applicable to Productive's provisioning of the Services.

### 11.3 Customer Instructions.

Productive shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR i.e. UK GDPR and/or (ii) if Productive is unable to follow Customer's instructions for the Processing of Personal Data.

### 11.4 Transfer Mechanisms.

If, in the performance of the Services, Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that apply in Europe is transferred out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws of Europe, the transfer mechanisms listed below shall apply to such transfers and are directly enforced by the parties to the extent such transfers are subject to the Data Protection Laws of Europe:

#### **The EU C-to-P Transfer Clauses**

Regarding EU transfers, where Customer and/or its Controller Affiliate is a Controller and a data exporter of Personal Data and The Productive Company, Inc. is a Processor and data importer in respect of that Personal Data, then the parties shall comply with the EU C-to-P Transfer Clauses, which can be found [here](#), and which form integral part of this Data Processing Agreement; and/or

#### **The EU P-to-P Transfer Clauses**

Regarding EU transfers, where Customer and/or its Controller Affiliate is a Processor acting on behalf of a Controller and a data exporter of Personal Data and The Productive Company, Inc. is a Processor and data importer in respect of that Personal Data, the parties shall comply with the terms of the EU P-to-P Transfer Clauses, which can be found [here](#), and which form integral part of this Data Processing Agreement.

#### **The UK SCCs**

Regarding UK transfers, the parties shall comply with the terms of the UK SCCs, which can be found [here](#), and which form an integral part of this Data Processing Agreement.

### 11.5 Impact of local laws.

As of the Effective Date, Productive has no reason to believe that the laws and practices in any third country of destination applicable to its Processing of the Personal Data as set forth in the Sub-processor Lists (<https://www.productive.io/productive-subprocessors>), including any requirements to disclose personal data or measures authorizing access by a Public Authority, prevent Productive from fulfilling its obligations under this DPA. If Productive reasonably believes that any existing or future enacted or enforceable laws and practices in the third country of destination applicable to its Processing of the Personal Data ("Local Laws") prevent it from fulfilling its obligations under this DPA, it shall promptly notify Customer. In such a case, Productive shall use reasonable efforts to make available to the affected Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to facilitate compliance with the Local Laws without unreasonably burdening Customer. If Productive is unable to make available such change within a reasonable period of time, either party may without penalty, terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Productive in accordance with the Local Laws, by providing written notice. Productive will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.



**12. PARTIES TO THIS DPA**

You are contracting with **The Productive Company, Inc**, 2093 Philadelphia Pike #3280, Claymont, DE, 19703 USA.

**13. GOVERNING LAW**

This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Delaware, the United States of America.


The parties' authorized signatories have duly executed this DPA:

**On behalf of The Productive Company, Inc.:**

Signatory Name: Tomislav Car

Position: CEO

Address: 2093 Philadelphia Pike #3280, Claymont, DE, 19703, United States of America

Signature: 

**On behalf of Customer:**

Customer Full Legal Name: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Signature:

**SCHEDULE 1**

**DESCRIPTION OF DATA PROCESSING AND TRANSFER**

**ANNEX 1**

**A. LIST OF PARTIES**

**Data exporter(s):**

Name:	Customer as defined in the Agreement
Address:	As defined in the Agreement
Contact person's name, position and contact details:	As defined in the Agreement
Contact details of the DPO:	As defined in the Agreement, if applicable
Activities relevant to the data transferred under these Clauses:	Receipt of the services pursuant to the Agreement
Role:	Controller for the purpose of Module 2 of the Standard Contractual Clauses  Processor for the purpose of Module 3 of the Standard Contractual Clauses

**Data importer(s):**

Name:	The Productive Company, Inc.
Address:	2093 Philadelphia Pike #3280, Claymont, DE, 19703 USA
Contact person's name, position and contact details:	Jan Varljen, director, email: <a href="mailto:contact@productive.io">contact@productive.io</a>
Contact details of the DPO:	<a href="mailto:dpo@productive.io">dpo@productive.io</a>
Activities relevant to the data transferred under these Clauses:	Provision of the Services pursuant to the Agreement
Role:	Processor

## B. DESCRIPTION OF TRANSFER

### Categories of data subjects whose personal data is transferred:

Customer may submit personal data to Productive, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subjects:

- Authorized Users;
- employees of Customer;
- consultants of Customer;
- contractors of Customer;
- agents of Customer; and/or
- third parties Customer conducts business with

### Categories of personal data transferred:

Any Personal Data comprised in Customer Data, as defined in the Agreement, especially:

- o name and last name
- o email address
- o all other data that users or customers enter into Organization, such as: job position, contact information of the user (phone number, address and similar), picture
- o any other data entered into Organization regarding Authorized Users, employees, consultants, contractors or agents of the Customer or other third parties Consumer conducts business with

### Sensitive data transferred (if applicable):

Customer may submit personal data to Productive, the extent of which is determined and controlled by Customer in compliance with applicable Data Protection Law and which may concern the following special categories of data, if any:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- trade-union membership
- genetic or biometric data
- health data
- sex life or sexual orientation.

***Sensitive data are only collected if users enter it in the system, i.e. the data importer will not request such data from the data exporter.***

**Applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved:**

- such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training),

- keeping a record of access to the data,
- restrictions for onward transfers or additional security measures.

Specific security measures can be found on our [Security page](#).

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

Continuous basis (depending on the use of the Services by the Customer)

**Nature of the processing:**

The performance of the service pursuant to the Agreement, including collection, transfer, organization, storing, archiving, sharing, deleting Personal Data

**Purpose(s) of the data transfer and further processing:**

Productive will Process Personal Data as necessary to perform the services pursuant to the Agreement and as further instructed by Customer in its use of the services.

Purposes are specified in the clause 2.3. of this DPA.

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

For the duration of the Agreement, and 5 years after the Agreement unless otherwise agreed upon in writing.

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

The Sub-processors will Process Personal Data as necessary to perform the services pursuant to the Agreement.

The Sub-processors will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Identities of the Sub-processors used for the provision of the services and their country of location are listed under the Sub-processor Lists accessible via <https://www.productive.io/productive-subprocessors/>.

**C. COMPETENT SUPERVISORY AUTHORITY**

The competent supervisory authority/ies in accordance with Clause 13

- Agencija za zaštitu osobnih podataka, Selska cesta 136, Zagreb, Croatia

## **ANNEX II**

### **TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Productive will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security Practices Datasheet applicable to the specific Services purchased by data exporter, and currently accessible [here](#), or otherwise made reasonably available by data importer. Data importer will not materially decrease the overall security of the Services during a subscription term. Data Subject Requests shall be handled in accordance with section 3 of the DPA.

In case of transfers to subprocessors, Productive requires that they take technical and organizational measures to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter,

All measures sub-processors take can be found on our [processors](#) page (see links to their security pages).