

# LA GROWTH MACHINE

## DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter referred to as the "**DPA**") is concluded between La Growth Machine and the Client who has accepted the La Growth Machine General Terms and Conditions (hereinafter referred to as the "**General Conditions**"), by subscribing to the services available through La Growth Machine (the "**Services**").

The DPA will come into force on the same date as the General Conditions, and for the duration of the General Conditions.

La Growth Machine and the Client are hereafter collectively referred to as the "**Parties**" and individually as a "**Party**".

In the relation to the use of the Services, each of the Parties is required to process personal data in various ways.

By means of the DPA, the Parties wish to identify said processing, the rules applicable to the latter and their respective roles with regard to the law applicable to the protection of personal data.

### ARTICLE 1 DEFINITIONS

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Unless otherwise expressly stated in the DPA, the terms "**Personal Data**", "**Data Subjects**", "**Data Controller**", "**Data Processor**", and "**Personal Data Breach**" shall have the meaning provided for in 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 (hereinafter referred to as the "**GDPR**").

In addition, it is stated that terms used in the DPA with a capital letter shall have the same meaning as in the General Conditions.

In addition, the following terms will have the following definitions in the DPA:

- 1.1** "**Data Protection Law**" shall mean all national, European and international laws, regulations and other standards applicable to the Processing concerned, including in particular the GDPR and any national laws of the Member States of the European Union adopted in addition to or in application of the provisions of the GDPR, as well as, where applicable, the national, European and international laws, regulations and other standards applicable to the Processing concerned;
- 1.2** "**Data Transfer**" shall mean any transfer of Personal Data to a person, entity or service of any kind located in a third country that does not benefit from an adequacy decision of the European Commission within the meaning of Article 45 of the GDPR, and/or any access to Personal Data by a person, entity or service of any kind located in such country.
- 1.3** "**Processing**": shall mean the processing of Personal Data within the meaning of the GDPR, entrusted to La Growth Machine, limited to those described in Article 3.

### ARTICLE 2 PURPOSE

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The purpose of the DPA is to define the terms and conditions applicable to the Processing implemented in the course of the Services. This Processing is related to the use by the Client of La Growth Machine.

### ARTICLE 3 LIST OF PROCESSING IMPLEMENTED

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In the course of the Services, the following Processing may take place:

N°	Purpose	Data Subjects	Qualification of La Growth Machine	Qualification of Client
1	Collection and extraction of Personal Data available through the LinkedIn account of the Client	Natural persons meeting the criteria defined by the Client within La Growth Machine.	Data Processor	Data Controller
2	Collection and extraction of Personal Data freely available on Internet	Natural persons meeting the criteria defined by the Client within La Growth Machine.	Data Processor	Data Controller
3	Collection through internal third-party tools used by the Client.	Natural persons meeting the criteria defined by the Client within La Growth Machine.	Data Processor	Data Controller
4	Export personal data to third-party tools used and designated by the Client.	Natural persons meeting the criteria defined by the Client within La Growth Machine.	Data Processor	Data Controller
5	Automatic sending of commercial prospecting messages via the Client account.	Natural persons meeting the criteria defined by the Client within La Growth Machine.	Data Processor	Data Controller

### ARTICLE 4 DESCRIPTION AND METHODS OF PROCESSING CARRIED OUT

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For the sole purpose of the performance of the Services, the Client - as Data Controller - authorizes La Growth Machine - as Data Processor - to carry out the Processing on his behalf, the modalities of which are more precisely described in Appendix A. The Subprocessors are listed in Appendix B.

### ARTICLE 5 OBLIGATIONS OF THE PARTIES

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#### 5.1 Obligations of each Party

Each of the Parties undertakes to comply with all the legal obligations imposed on it pursuant to the Data Protection Law on the Protection of Personal Data.

#### 5.2 Obligations of the Client

As the person responsible for the Processing, the represents and warrants the Processing implemented is/are:

- (i) carried out in a fair and lawful manner;
- (ii) carried out for specific, explicit and legitimate purposes;
- (iii) strictly limited to Personal Data that is (a) adequate, relevant and not excessive in relation to the purposes of the Processing, (b) accurate, complete and, where applicable, up to date;
- (iv) on an adequate legal basis within the meaning of the GDPR.

In addition, the Client undertakes to comply with its obligation to inform the Data Subjects.

### **5.3 Obligations of La Growth Machine**

#### *5.3.1 Processing on documented instructions from the Client*

La Growth Machine undertakes to process Personal Data solely upon documented instructions of the Client, including in relation to Data Transfers

Notwithstanding the foregoing, La Growth Machine may proceed with any other processing when required by the European authorities or the applicable law to which it is subject. In such a situation, La Growth Machine undertakes to inform the Client of this obligation to process Personal Data, before proceeding with this Processing, unless the relevant law limits such information.

The Parties expressly agree that the DPA, as well as the General Conditions, constitute documented instructions from the Client in the sense of the previous paragraph.

#### *5.3.2 Assistance provided for the Client*

In accordance with the Data Protection Law on the Protection of Personal Data, La Growth Machine undertakes to fulfil its obligation(s):

- (i) to assist the Client in responding to requests to exercise the rights of the Data Subjects and to comply, where appropriate, with such requests;
- (ii) relating to the security of the Processing implemented and the confidentiality of the Personal Data collected and processed;
- (iii) to notify Personal Data Breaches;
- (iv) to carry out prior impact studies and to consult, where necessary, the Supervisory Authorities prior to the implementation of a Processing.

#### *5.3.3 Processing's security*

La Growth Machine commits itself to take and maintain all appropriate technical and organizational measures with regard to the risks presented by the concerned Processing in order to ensure an adequate level of security of the concerned Processing and to protect the Personal Data collected and processed in the framework of the implementation of said Processing.

#### *5.3.4 Confidentiality of Personal Data*

La Growth Machine undertakes to implement procedures to ensure that any third-party to whom it allows access, to the extent permitted by the DPA, to the relevant Personal Data, including its employees, subcontractors, and other partners, is bound by appropriate obligations of confidentiality in relation to the relevant Personal Data.

#### *5.3.5 Right to audit*

Within the limit of one (1) per year, the Client may carry out or have carried out, at his own expense, an audit of La Growth Machine in order to ensure that the latter complies with the stipulations of the DPA, in the situation where the Client notices that La Growth Machine does not comply with its commitments.

If the Client wishes to call upon a third-party to carry out the audit, this third-party shall not be a competitor of La Growth Machine and shall (i) be subject to confidentiality obligations at least as restrictive as those mentioned in the DPA or in the General Conditions; and (ii) respect the hygiene and security measures of La Growth Machine. The Client vouches for that its auditors to comply with the provisions of this article.

The Client shall notify La Growth Machine in writing, with a minimum of fifteen (15) working days beforehand, of its decision to proceed with an audit, specifying its scope and its methods. The Client will try to conduct the audits in such a way as to cause the minimum of disturbances and interruptions to the activities of La Growth Machine. The audits can only be conducted during the working hours of La Growth Machine's offices. La Growth Machine will endeavor to cooperate in the audit. If the duration and/or conduct of the audit affects the activities of La Growth Machine by extending beyond one (1) day, La Growth Machine may charge the Client for the costs incurred by La Growth Machine on the basis of the time spent by its employees and/or service providers to participate in the audit. If the audit affects the provision of the services, La Growth Machine will not be liable for any credit or responsibility whatsoever.

The audit can only concern the last twelve (12) months of activity before the beginning of the audit. During the audit, the Client will not have access to (i) data or information about other clients and prospects of La Growth Machine, (ii) any internal data that La Growth Machine considers to be proprietary (e.g., cost structure, financial data, accounting information), or (iii) any other Confidential Information of La Growth Machine that is not directly and strictly relevant to the purpose of the audit.

All information disclosed or exchanged in the course of conducting an audit, as well as the results thereof, constitutes Confidential Information.

#### *5.3.6 Subcontracting*

La Growth Machine can call upon any sub-processor to carry out specific processing activities. In this case, it shall inform the Client in advance and in writing of any changes envisaged concerning the addition or replacement of other sub-processors.

The sub-Processor is obliged to comply with the obligations hereunder on behalf of and on instructions from the Client. It is the La Growth Machine responsibility to ensure that the sub-processor provides the same sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing meets the requirements of the GDPR. Where the sub-processor fails to fulfill its data protection obligations, La Growth Machine remains fully liable with regard to the Client for the sub-processor's performance of its obligations.

The Client has a maximum of seven (7) days from the date of receipt of this information to present its objections under the conditions set forth in the General Conditions. In the event that no agreement can be reached on the identity of the subsequent sub-processor to be recruited, and performance of the Agreement cannot be pursued as a result, the Client shall have the right to terminate the General Conditions.

#### *5.3.7 Deletion/restitution of Personal Data*

La Growth Machine undertakes, at the end of the General Conditions, to proceed to the definitive and irreversible deletion of all the Personal Data still in its possession or to return all the Personal Data to the Client.

In the absence of documented instructions from the Client, La Growth Machine will prioritize the deletion of the Personal Data concerned, according to the previous paragraph.

#### *5.3.8 Duty to inform*

In case La Growth Machine considers that a documented instruction of the Client concerning the entrusted Processing could be considered as illicit with regard to the Data Protection Law or could lead to a breach or violation of the latter, La Growth Machine undertakes to inform the Client.

In the event of a Personal Data Breach, La Growth Machine will (i) inform the Client within a reasonable delay after being aware of the Personal Data Breach, in order to provide the Client with all relevant information; and (ii) update the Client regarding any remediation action implemented in order to correct the Personal Data Breach and mitigate the associated risks; and (iii) provide the Client with any reasonable assistance it may require while handling such Personal Data Breach, as the case may be under conditions agreed upon between the Parties.

#### *5.3.9 Data Protection Officer*

La Growth Machine has appointed a Data Protection Officer ("**DPO**") who can be contacted by e-mail at the following address [privacy@lagrowthmachine.com](mailto:privacy@lagrowthmachine.com). The DPO is the Client's main contact for any questions relating to the personal data protection.

## **ARTICLE 6      PREVALENCE**

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In the event of a conflict between the provisions of the DPA and the General Conditions, the Parties agree that the former shall prevail.

## APPENDIX A

### DESCRIPTION AND MODALITIES OF THE PROCESSING

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#### 1. PROCESSING N°1

<b>Purposes of the Processing</b>	Enable the Client to proceed with automated prospecting campaigns
<b>Collection of the data</b>	La Growth Machine collects LinkedIn data at the client's request and through its LinkedIn account
<b>List of Data Subjects</b>	Natural persons holding a position within a prospect of the Client
<b>List of the Personal Data concerned</b>	Name, first name(s), business e-mail address, occupation, previous professional experiences, phone number (when available), date of birth (when available), geographical position (when available), profile picture (when available), biography, sent and received messages on relevant channels (e.g., LinkedIn, X, e-mail)
<b>List of special categories of Personal Data concerned</b>	N/A
<b>Means of data collection</b>	La Growth Machine platform
<b>Exhaustive list of sub-processors</b>	MongoDB; Scaleway; Amazon Web Services; Bright Data; Macstadium; Microsoft; Google
<b>Data Transfer</b>	Yes (Appendix B)
<b>Retention period</b>	3 years from collection
<b>Fate of the Personal Data concerned at the end of the General Conditions</b>	Definitive deletion

#### 2. PROCESSING N°2

<b>Purposes of the Processing</b>	Enable the Client to proceed with automated prospecting campaigns
<b>Collection of the data</b>	La Growth Machine collects data of Data Subjects at the Client's request and through various websites, when the data is freely available.
<b>List of Data Subjects</b>	Natural persons meeting the profile sought by the Client

<b>List of the Personal Data concerned</b>	Name, first name(s), business e-mail address, occupation, previous professional experiences, phone number (when available), date of birth (when available), geographical position (when available), profile picture (when available), biography.
<b>List of special categories of Personal Data concerned</b>	N/A
<b>Means of data collection</b>	La Growth Machine platform
<b>Exhaustive list of sub-processors</b>	MongoDB; Scaleway; Amazon Web Services; Bright Data
<b>Data Transfer</b>	Yes
<b>Retention period</b>	3 years from collection
<b>Fate of the Personal Data concerned at the end of the General Conditions</b>	Definitive deletion

### 3. PROCESSING N°3

<b>Purposes of the Processing</b>	Enable the Client to proceed with automated prospecting campaigns
<b>Collection of the data</b>	La Growth Machine collects data at the client's request and through internal third-party tools used by the Client.
<b>List of Data Subjects</b>	Natural persons holding a position within a prospect of the Client
<b>List of the Personal Data concerned</b>	Name, first name(s), business e-mail address, occupation, previous professional experiences, phone number (when available), date of birth (when available), geographical position (when available), profile picture (when available), biography, sent and received messages on relevant channels (e.g., LinkedIn, X, e-mail)
<b>List of special categories of Personal Data concerned</b>	N/A
<b>Means of data collection</b>	La Growth Machine platform
<b>Exhaustive list of sub-processors</b>	MongoDB; Scaleway; Amazon Web Services; Bright Data; Macstadium, Microsoft, Google;
<b>Data Transfer</b>	Yes (Appendix B)

<b>Retention period</b>	3 years from collection
<b>Fate of the Personal Data concerned at the end of the General Conditions</b>	Definitive deletion

#### 4. PROCESSING N°4

<b>Purposes of the Processing</b>	Enable the Client to proceed with automated prospecting campaigns
<b>Collection of the data</b>	La Growth Machine collects data at the client's request in order to export personal data to third-party tools used and designated by the Client.
<b>List of Data Subjects</b>	Natural persons holding a position within a prospect of the Client
<b>List of the Personal Data concerned</b>	Name, first name(s), business e-mail address, occupation, previous professional experiences, phone number (when available), date of birth (when available), geographical position (when available), profile picture (when available), biography, sent and received messages on relevant channels (e.g., LinkedIn, X, e-mail)
<b>List of special categories of Personal Data concerned</b>	N/A
<b>Means of data collection</b>	La Growth Machine platform
<b>Exhaustive list of sub-processors</b>	MongoDB; Scaleway; Amazon Web Services; Bright Data; Macstadium, Microsoft, Google;
<b>Data Transfer</b>	Yes (Appendix B)
<b>Retention period</b>	3 years from collection
<b>Fate of the Personal Data concerned at the end of the General Conditions</b>	Definitive deletion

#### 5. PROCESSING N°5

<b>Purposes of the Processing</b>	Sending automatic messages to the Data Subjects
<b>Collection of the data</b>	La Growth Machine collects data of Data Subjects at the Client's request and through various websites in order to enrich its data base.

<b>List of Data Subjects</b>	Natural persons holding a position within a prospect of the Client
<b>List of the Personal Data concerned</b>	Name, first name(s), business e-mail address, occupation, previous professional experiences, phone number (when available), date of birth (when available), geographical position (when available), profile picture (when available), biography.
<b>List of special categories of Personal Data concerned</b>	N/A
<b>Means of data collection</b>	La Growth Machine Platform
<b>Exhaustive list of Sub-processors</b>	Amazon Web Services; Google Suite; Drop contact; Genderapi; OpenAI;
<b>Data Transfer</b>	Yes
<b>Retention period</b>	3 years from collection
<b>Fate of the Data concerned at the end of the General Conditions</b>	Definitive deletion



**APPENDIX B**  
**SUB PROCESSORS LIST**

Name of Subprocessor	Processing	Data Transfer	Country	Transfer warranty
<b>MongoDB</b>	Platform operation, enrichment of the data base	Yes	Processing: Ireland Head office: New-York	MongoDB use standard contractual clauses and have a certification to the EU-US Data Privacy Framework, the US Extension to the EU-US DPF, and the Swiss US DPF.
<b>Scaleway</b>	Platform operation	N/A	Processing : France Head office: 8, rue de la Ville de l'Evêque, 75008, Paris France	N/A
<b>Amazon Web Services</b>	Platform operation, maintenance, support,	N/A	Processing: France / Luxembourg Head office: 31 place des Corolles, Tour Carpe Diem, 92400, Courbevoie, France.	N/A
<b>Bright Data</b>	Platform operation	N/A	Processing: Israel Head office: 4 Hamachshev St.; Netanya 4250713; Israel	N/A
<b>Macstadium</b>	Platform operation, LinkedIn automation	N/A	Processing: Ireland Head office 3525 Piedmont Road, NE, Building 7, Suite 700, Atlanta, GA 30305.	N/A
<b>Google Suite</b>	Client communication, reporting, analysis, technical improvement		Processing: France Head office: 8, rue de Londres, 75009, Paris, France	N/A
<b>Drop Contact</b>	E-mail enrichment on Client's instructions	N/A	Processing: [ ] Head office: 7, place de l'Hôtel de Ville, 93600, Aulnay-sous-Bois, France.	N/A
<b>Genderapi</b>	Gender enrichment on Client's instructions	N/A	Processing: Germany Head office: Markus Perl IT Solutions - Hermann-Mayrhofer-Str . 3 - 94036 Passau - Germany	
<b>OpenAI</b>	Platform operation; e-mail prospection: automatically suggest messages to be sent.	Yes	Processing: United States Head office: 548 Market Street; PMB 97273; San Francisco, California 94104-5401; United States	

<b>Microsoft</b>	Platform operation, LinkedIn automation		Processing: France Head office: 37 Quai du Président Roosevelt, 92130 Issy-les-Moulineaux	N/A
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