LexagonGroup

Data Processing Agreement (DPA)

Effective Date: [Insert Date]

Part of: [Insert reference to Master Services Agreement / Terms of Service]

1. Parties

Controller: The customer entity entering into the primary services agreement with the Processor.

Processor:

Depending on the services and region, either:

Lexagon Group GmbH
Seestr. 45, 82211 Herrsching, Germany
Email: dpo_eu@dotsandbits.com

or

Lexagon Capital Partners Singapore Pte. Ltd.
1 Scotts Road, #24-10, Singapore 228208
Email: dpo_asia@dotsandbits.com

(together operating under the brand name "DOTS&BITS")

2. Subject Matter

This Agreement governs the processing of personal data by the Processor on behalf of the Controller as required for the performance of the services defined in the main agreement between the parties ("Main Agreement").

3. Duration

This Agreement remains valid for as long as the Processor processes personal data on behalf of the Controller under the Main Agreement.

4. Nature and Purpose of Processing

Purpose: Delivering IT services such as software development, hosting, cloud services, platform support, and consulting.
Nature: Collection, storage, access, modification, deletion, and analysis of personal data.
Data subjects: Employees, customers, users, or suppliers of the Controller.
Categories of data: Name, contact details, identifiers, usage data, customer input, or other data as specified in the Main Agreement.

5. Obligations of the Processor

The Processor agrees to:
- Process data only on documented instructions from the Controller;

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- Ensure all personnel involved in processing are bound by confidentiality;
- Implement appropriate technical and organizational measures to ensure data security;
- Support the Controller in responding to data subject rights requests;
- Assist the Controller in ensuring compliance with data protection obligations;
- Delete or return all personal data at the end of processing;
- Maintain a record of processing activities.

6. Sub-Processing

The Processor may engage Sub-Processors with prior general authorization from the Controller.
A list of current Sub-Processors is available on request or in the Main Agreement.
The Processor will ensure Sub-Processors are bound by equivalent obligations under a written agreement.
The Controller will be notified of any intended changes and has the right to object.

7. International Data Transfers

Where personal data is transferred outside the EEA, the Processor shall ensure appropriate safeguards, such as:
- Standard Contractual Clauses (SCCs);
- Binding Corporate Rules;
- Adequacy decisions.

8. Security Measures

The Processor shall implement industry-standard security measures, including:
- Encryption of data in transit and at rest;
- Access control and authentication;
- Security monitoring and incident response;
- Regular audits and risk assessments.

9. Breach Notification

The Processor will:
- Notify the Controller without undue delay and no later than 48 hours after becoming aware of a personal data breach;
- Provide reasonable assistance in investigating and mitigating the breach;
- Support the Controller in fulfilling any related legal obligations.

10. Audit Rights

The Controller may audit the Processor's compliance with this Agreement once per calendar year or following a security incident.
The audit may include:
- Review of certifications or audit reports;
- On-site inspection with reasonable prior notice;
- Processor cooperation during the audit.

11. Liability and Indemnity

Liability under this Agreement is subject to the limitations and exclusions set out in the Main Agreement. Each party remains responsible for its own compliance with applicable data protection laws.

12. Termination

Upon termination of the Main Agreement, the Processor will:

- Delete or return all personal data as instructed by the Controller;

- Retain data only as required by law or necessary for legal defense.

13. Governing Law and Jurisdiction

Germany: For Lexagon Group GmbH, governed by German law and subject to Munich courts.

Singapore: For Lexagon Capital Partners Singapore Pte. Ltd., governed by Singapore law and subject to Singapore courts.

14. Miscellaneous

This Agreement is an integral part of the Main Agreement.

In the event of a conflict, this Agreement shall prevail with respect to data protection matters.

This Agreement may be updated by mutual written consent.

15. Signatures

For the Controller

Company: _____

Name: _____

Title: _____

Date: _____

Signature: _____

For the Processor

Lexagon Group GmbH or Lexagon Capital Partners Singapore Pte. Ltd.

Name: _____

Title: _____

Date: _____

Signature: _____