



DATA PROCESSING AGREEMENT

Effective date: 21 May 2026

This Data Processing Agreement (“DPA”) forms part of the agreement between **Tjulo** (“Tjulo”, “Processor”, “we”, “us” or “our”) and the customer using the Tjulo platform (“Customer”, “Controller”, “you” or “your”).

This DPA applies where Tjulo processes Personal Data on behalf of the Customer in connection with the Customer’s use of the Tjulo platform, including creation, management, sending, tracking and acceptance of digital quotes, offers, documents, customer information, pipeline data and related business information.

Tjulo is built on Wix. The Customer acknowledges that Wix.com Ltd., Wix group companies and Wix’s authorised sub-processors form a central part of the technical infrastructure used to provide the Platform, including hosting, storage, content delivery, security, logging, monitoring, email delivery and related technical services.

1. Definitions

For the purposes of this DPA, the following definitions apply:

Agreement means the agreement between Tjulo and the Customer governing the Customer’s use of the Platform, including Tjulo’s terms and conditions, subscription terms, order forms, pricing information and any other applicable contractual documents.

Applicable Data Protection Laws means all data protection and privacy laws applicable to the Processing of Personal Data under this DPA, including Regulation (EU) 2016/679, the General Data Protection Regulation (“GDPR”), the Danish Data Protection Act and any other applicable national laws implementing or supplementing the GDPR.

Controller means the legal entity that determines the purposes and means of the Processing of Personal Data. For Customer Personal Data, the Customer is the Controller.

Processor means the legal entity that Processes Personal Data on behalf of the Controller. For Customer Personal Data, Tjulo is the Processor.

Sub-processor means any third party engaged by Tjulo or by another Sub-processor to Process Customer Personal Data on behalf of the Customer in connection with the Services.

Personal Data means any information relating to an identified or identifiable natural person.

Customer Personal Data means any Personal Data Processed by Tjulo on behalf of the Customer in connection with the Customer’s use of the Services.

Data Subject means an identified or identifiable natural person to whom Customer Personal Data relates.

Processing means any operation or set of operations performed on Personal Data, including collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure, transmission, restriction, erasure or destruction.

Personal Data Breach means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Customer Personal Data transmitted, stored or otherwise Processed.

Platform means the software platform developed and made available by Tjulo for quote management, sales pipeline management, product catalogue management, digital offer creation, digital acceptance, customer engagement tracking and related functionality.

Services means Tjulo’s provision of access to and use of the Platform under the Agreement.

Standard Contractual Clauses or **SCCs** means the standard contractual clauses adopted by the European Commission for lawful transfers of Personal Data to third countries, including Commission Implementing Decision (EU) 2021/914, as amended, replaced or supplemented from time to time.

Wix means Wix.com Ltd., Wix group companies and Wix’s applicable sub-processors used in connection with the delivery of the Platform.

Wix DPA means the Wix Data Processing Addendum applicable to Wix users and users-of-users, as updated by Wix from time to time.

Users-of-Users Information means Personal Data of visitors, customers, recipients, leads, end users or other individuals whose data is submitted to or Processed through Wix-based services on behalf of the relevant Wix user. For the purposes of this DPA, such data may form part of Customer Personal Data.

Terms such as “controller”, “processor”, “personal data”, “processing”, “data subject”, “personal data breach” and “supervisory authority” shall have the meanings given to them in the GDPR, unless otherwise defined in this DPA.

2. Purpose and scope

2.1 This DPA sets out the rights and obligations of the Parties when Tjulo Processes Customer Personal Data on behalf of the Customer.

2.2 For Customer Personal Data:

- a. the Customer is the Controller; and
- b. Tjulo is the Processor.

2.3 Tjulo shall Process Customer Personal Data only for the purpose of providing, securing, maintaining, supporting and improving the Services in accordance with the Agreement, this DPA and the Customer’s documented instructions.

2.4 Product improvement, analytics, troubleshooting, testing and development based on Customer Personal Data shall be carried out only to the extent reasonably necessary for the Services or, where reasonably possible, using anonymised or aggregated data that does not identify the Customer, any Data Subject or any individual company contact.

2.5 This DPA applies only to Personal Data Processed by Tjulo on behalf of the Customer. It does not apply where Tjulo Processes Personal Data as an independent Controller, including for its own account administration, subscription management, billing, legal compliance, fraud prevention, service analytics, business operations, security administration, marketing to the Customer or direct contractual relationship with the Customer.

2.6 The Customer acknowledges that the Platform is built on Wix and that certain Processing of Customer Personal Data may be carried out by Wix as Tjulo’s Sub-processor. Tjulo’s obligations in relation to such Processing are dependent on the services, technical measures, deletion mechanisms, documentation and contractual commitments made available by Wix under the Wix DPA and related Wix documentation.

2.7 In the event of conflict between this DPA and the Agreement, this DPA shall prevail solely in relation to the Processing of Customer Personal Data.

3. Details of Processing

3.1 The subject matter, duration, nature and purpose of the Processing, the categories of Personal Data and the categories of Data Subjects are described in Annex 1.

3.2 The scope of Customer Personal Data depends on the information submitted, uploaded, generated, stored or otherwise Processed by the Customer and its authorised users through the Platform.

3.3 The Services are intended for ordinary business-to-business sales workflows, quote management, offer management, customer relationship information, product catalogue information, engagement tracking, sales pipeline management and digital acceptance.

3.4 The Customer shall not upload or otherwise submit special categories of Personal Data, criminal offence data, children’s data or other highly sensitive Personal Data to the Platform unless expressly agreed in writing with Tjulo and unless appropriate safeguards have been implemented.

4. Instructions

4.1 Tjulo shall Process Customer Personal Data only on documented instructions from the Customer, including with regard to transfers of Customer Personal Data to a third country or an international organisation, unless required to do so by EU law, Member State law or other applicable law to which Tjulo is subject.

4.2 The Customer's instructions are documented in this DPA, the Agreement, the Customer's configuration and use of the Platform, and any written instructions agreed between the Parties.

4.3 Tjulo shall promptly inform the Customer if, in Tjulo's reasonable opinion, an instruction infringes Applicable Data Protection Laws.

4.4 Tjulo may refuse to follow an instruction if Tjulo reasonably believes that the instruction would breach Applicable Data Protection Laws, compromise the security or integrity of the Platform, infringe third-party rights or require Tjulo to make changes to the Services that are technically or commercially unreasonable.

4.5 The Customer instructs Tjulo to Process Customer Personal Data as reasonably necessary to:

- a. provide access to the Platform;
- b. create, store, send and manage offers, quotes, documents and acceptances;
- c. track engagement with offers, including openings, views, clicks, downloads, access to signature flows and similar activity;
- d. generate lead temperature, sales insights, dashboards, pipeline information and related analytics;
- e. provide support, troubleshooting, maintenance and security;
- f. prevent abuse, fraud, unauthorised access and service disruption;
- g. integrate with approved third-party services;
- h. use Wix and Wix's authorised sub-processors as central infrastructure providers;
- i. transfer Customer Personal Data internationally where necessary to provide the Services and where appropriate safeguards are applied;
- j. comply with applicable legal obligations; and
- k. otherwise perform the Agreement.

5. Customer obligations

5.1 The Customer is responsible for ensuring that Customer Personal Data is collected, used, disclosed and otherwise Processed lawfully.

5.2 The Customer shall ensure that it has a valid legal basis under Applicable Data Protection Laws for all Processing of Customer Personal Data carried out through the Platform, including

Processing relating to offer tracking, email tracking, engagement analytics, lead scoring, digital acceptance and communication with the Customer's own customers, prospects, employees, representatives and other contacts.

5.3 The Customer is responsible for providing all required privacy notices and information to Data Subjects, including information about the use of Tjulo and any tracking, logging, analytics or scoring functionality used by the Customer.

5.4 The Customer acknowledges that engagement tracking may involve monitoring recipient interactions with offers, including email openings, link clicks, document views, PDF views, downloads, access to acceptance flows and similar activity.

5.5 The Customer is responsible for ensuring that such tracking is lawful, transparent and properly disclosed to Data Subjects, including where consent, opt-out options or other requirements apply under Applicable Data Protection Laws, ePrivacy rules, marketing rules or similar laws.

5.6 The Customer is responsible for configuring the Platform in a lawful manner and for ensuring that only authorised users are granted access to the Platform.

5.7 The Customer shall ensure that Customer Personal Data submitted to the Platform is accurate, relevant and limited to what is necessary for the Customer's use of the Services.

5.8 The Customer shall not use the Platform to Process unlawful, excessive, irrelevant, misleading, discriminatory, offensive or otherwise inappropriate Personal Data.

5.9 The Customer is responsible for determining whether the Services, including the Wix-based infrastructure, meet the Customer's legal, technical, organisational and security requirements.

5.10 The Customer is responsible for responding to Data Subject requests, unless Tjulo is required to assist under this DPA.

5.11 The Customer is responsible for requesting deletion or return of Customer Personal Data in connection with termination or expiry of the Agreement, as further described in section 13.

6. Tjulo's obligations

6.1 Tjulo shall Process Customer Personal Data only in accordance with this DPA, the Agreement and the Customer's documented instructions.

6.2 Tjulo shall ensure that persons authorised to Process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

6.3 Tjulo shall implement appropriate technical and organisational measures to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

6.4 Tjulo shall take reasonable steps to ensure that personnel with access to Customer Personal Data Process such data only as necessary for the performance of their duties.

6.5 Tjulo shall not sell Customer Personal Data.

6.6 Tjulo shall not use Customer Personal Data for purposes unrelated to the provision of the Services, except where required by applicable law or where the data has been anonymised so that it no longer constitutes Personal Data.

6.7 Tjulo may use anonymised and aggregated data for statistical analysis, product improvement, security, benchmarking and development of the Platform, provided such data cannot reasonably be used to identify the Customer, any Data Subject or any individual company contact.

6.8 Lead temperature, engagement scores and similar sales indicators generated by the Platform are intended as sales support indicators only. They do not by themselves produce legal effects or similarly significant effects concerning Data Subjects.

6.9 Tjulo shall use commercially reasonable efforts to ensure that Customer Personal Data Processed through Wix is protected in accordance with the Wix DPA, Wix's security documentation and applicable data protection terms made available by Wix.

7. Security

7.1 Tjulo shall implement and maintain appropriate technical and organisational security measures, taking into account the state of the art, implementation costs, the nature, scope, context and purposes of Processing and the risk to Data Subjects.

7.2 Tjulo's security measures may include, where relevant:

- a. restricted administrative access;
- b. role-based access rights;
- c. need-to-know access principles;
- d. password protection and secure login mechanisms;
- e. HTTPS/TLS encryption for access to the Platform where technically supported by the underlying infrastructure;
- f. logical separation of customer accounts and tenant data;
- g. logging and monitoring of relevant system activity;
- h. backup, recovery and resilience measures provided by Tjulo, Wix or other authorised infrastructure providers;
- i. vulnerability management and security updates;
- j. confidentiality obligations for personnel and contractors;
- k. supplier and Sub-processor due diligence;
- l. procedures for handling security incidents; and
- m. reasonable measures to restore availability and access to Customer Personal Data in the event of a physical or technical incident.

7.3 A further description of Tjulo's technical and organisational measures is set out in Annex 2.

7.4 The Customer acknowledges that Tjulo is built on Wix and that material parts of the hosting, storage, security, delivery, backup, monitoring and infrastructure controls are provided by Wix and Wix's infrastructure providers.

7.5 Tjulo relies on Wix's technical and organisational measures for the parts of the Services hosted, stored, processed or delivered through Wix.

7.6 The Customer is responsible for maintaining the confidentiality of login credentials, ensuring appropriate access rights for its users and using available security features in the Platform.

7.7 The Customer acknowledges that no internet-based SaaS service can guarantee absolute security, uninterrupted availability or complete immunity from technical incidents, third-party failures or unauthorised activity.

8. Personal Data Breach

8.1 Tjulo shall notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data.

8.2 Where a Personal Data Breach originates from or relates to Wix or Wix's infrastructure, Tjulo's notification and available information may depend on the information Tjulo receives from Wix.

8.3 The notification shall, to the extent reasonably available to Tjulo, include:

- a. a description of the nature of the Personal Data Breach;
- b. the categories and approximate number of affected Data Subjects;
- c. the categories and approximate number of affected Personal Data records;
- d. the likely consequences of the breach;
- e. measures taken or proposed to address the breach; and
- f. measures taken or proposed to mitigate possible adverse effects.

8.4 Tjulo may provide the information in phases where it is not possible to provide all information at the same time.

8.5 Tjulo shall provide reasonable assistance to the Customer in relation to the Customer's obligations to notify a supervisory authority or affected Data Subjects, taking into account the nature of the Processing and the information available to Tjulo.

8.6 Tjulo's notification of a Personal Data Breach shall not be construed as an acknowledgement of fault, liability or breach of this DPA.

9. Assistance with Data Subject rights

9.1 Taking into account the nature of the Processing, Tjulo shall provide reasonable assistance to the Customer, through appropriate technical

and organisational measures and insofar as possible, to enable the Customer to respond to requests from Data Subjects exercising their rights under Applicable Data Protection Laws.

9.2 Such rights may include rights of access, rectification, erasure, restriction of Processing, data portability, objection and rights relating to automated decision-making, where applicable.

9.3 If Tjulo receives a request directly from a Data Subject concerning Customer Personal Data, Tjulo shall, where legally permitted, either:

- a. forward the request to the Customer;
- b. advise the Data Subject to contact the Customer; or
- c. handle the request in accordance with the Customer's documented instructions.

9.4 Tjulo shall not respond substantively to a Data Subject request relating to Customer Personal Data unless instructed by the Customer or required by law.

9.5 Where the request concerns Customer Personal Data Processed by Wix or Wix's sub-processors, Tjulo's ability to assist may depend on the tools, processes, documentation and assistance made available by Wix.

10. Assistance with compliance

10.1 Taking into account the nature of the Processing and the information available to Tjulo, Tjulo shall provide reasonable assistance to the Customer in ensuring compliance with the Customer's obligations under Articles 32 to 36 of the GDPR, including security of Processing, breach notification, data protection impact assessments and prior consultation with supervisory authorities.

10.2 Tjulo may satisfy its assistance obligations by providing or referring to relevant information, documentation, security summaries, technical descriptions, Sub-processor information, Wix documentation or other materials reasonably available to Tjulo.

10.3 Tjulo may charge reasonable fees for assistance that goes beyond standard support or requires substantial time, technical work, legal review or third-party involvement, unless the assistance is required due to Tjulo's breach of this DPA.

11. Sub-processors

11.1 The Customer grants Tjulo general written authorisation to engage Sub-processors for the Processing of Customer Personal Data, provided that Tjulo complies with this section.

11.2 Tjulo shall ensure that each Sub-processor is bound by a written agreement imposing data protection obligations that are, in substance, no less protective than those set out in this DPA, to the extent applicable to the nature of the services provided by the Sub-processor.

11.3 Tjulo shall remain responsible to the Customer for the performance of its Sub-processors' data protection obligations, subject to the limitations of liability in the Agreement and this DPA.

11.4 The Customer specifically authorises Tjulo to use Wix and Wix's relevant sub-processors for hosting, storage, content delivery, infrastructure, email delivery, logging, monitoring, security, analytics, support and other technical functions necessary for the delivery of the Platform.

11.5 The Customer acknowledges that Wix uses its own group companies and third-party sub-processors, including infrastructure, hosting, content delivery, email transmission, monitoring, communications, security and support providers.

11.6 The initial authorised Sub-processors are listed in Annex 3.

11.7 Tjulo may update its list of Sub-processors from time to time. Tjulo shall provide notice of material changes by making an updated list available via the Platform, Tjulo's website, email or other reasonable means.

11.8 Where changes are made by Wix to Wix's own sub-processors, Tjulo may update its Sub-processor list to reflect such changes.

11.9 The Customer acknowledges that Tjulo may not control the timing, selection or replacement of Wix's sub-processors beyond the rights and mechanisms available to Tjulo under the Wix DPA.

11.10 The Customer may object to a new Sub-processor on reasonable and documented data protection grounds within fourteen (14) days after notification.

11.11 If the Customer objects to a new Sub-processor, Tjulo shall use commercially reasonable efforts to address the objection.

11.12 If the Parties cannot resolve the objection, the Customer may terminate the affected Services. Such termination shall be the Customer's sole remedy for the objection.

11.13 Where the objection concerns a Wix sub-processor or a technical provider necessary for the operation of the Wix-based infrastructure, Tjulo may be unable to provide the affected Services without that sub-processor.

12. International transfers

12.1 The Customer acknowledges and authorises that Customer Personal Data may be Processed outside the European Economic Area ("EEA"), including in countries that may not provide the same level of data protection as the EEA.

12.2 In particular, the Customer acknowledges that the Platform is built on Wix and that Wix and its sub-processors may Process Personal Data in multiple jurisdictions, including Israel, the United States, Ireland, the EEA, the United Kingdom and other countries where Wix group companies or sub-processors operate.

12.3 Where Customer Personal Data is transferred to a country that has been recognised by the European Commission as providing an adequate level of protection, the transfer may take place on the basis of the relevant adequacy decision.

12.4 The Customer acknowledges that Wix.com Ltd. is based in Israel and that transfers to Wix.com Ltd. may rely on the European Commission's adequacy decision for Israel, to the extent such adequacy decision remains valid and applicable.

12.5 Where Customer Personal Data is transferred to a country that has not been recognised as providing an adequate level of protection, Tjulo shall ensure that appropriate safeguards are in place in accordance with Chapter V of the GDPR, including where applicable:

- a. the Standard Contractual Clauses;
- b. equivalent contractual safeguards implemented by Sub-processors;

- c. supplementary technical, contractual and organisational measures; or
- d. another lawful transfer mechanism under Applicable Data Protection Laws.

12.6 The Customer's use of the Services constitutes a documented instruction to Tjulo to transfer Customer Personal Data to the extent necessary to provide the Services, including through Wix, Wix group companies and authorised Sub-processors.

12.7 Where the Standard Contractual Clauses are required for a transfer between the Parties, the SCCs shall be incorporated by reference and apply as follows:

- a. Module Two applies where the Customer is a Controller and Tjulo is a Processor.
- b. Module Three applies where Tjulo transfers Customer Personal Data to a Sub-processor outside the EEA.
- c. The data exporter shall be the Customer where the transfer is from the Customer to Tjulo.
- d. The data exporter shall be Tjulo where the transfer is from Tjulo to a Sub-processor.
- e. The data importer shall be Tjulo where Tjulo receives Customer Personal Data in a restricted transfer.
- f. The data importer shall be the relevant Sub-processor where the transfer is from Tjulo to that Sub-processor.
- g. The competent supervisory authority shall be the Danish Data Protection Agency, unless otherwise required by Applicable Data Protection Laws.
- h. The description of Processing is set out in Annex 1.
- i. The technical and organisational measures are set out in Annex 2.
- j. The authorised Sub-processors are set out in Annex 3.

12.8 In the event of conflict between this DPA and the SCCs, the SCCs shall prevail in relation to the relevant restricted transfer.

13. Return and deletion of Customer Personal Data

13.1 The Customer is responsible for requesting return or deletion of Customer Personal Data in

connection with termination or expiry of the Agreement.

13.2 The Customer's documented instruction under this DPA is that termination or expiry of the Agreement does not automatically trigger deletion of Customer Personal Data, unless Tjulo expressly confirms otherwise in writing or deletion is required by applicable law.

13.3 Upon the Customer's documented request after termination or expiry of the Agreement, Tjulo shall, to the extent technically feasible, delete or return Customer Personal Data, unless applicable law requires continued storage.

13.4 Tjulo may take up to ninety (90) days from receipt of a valid and technically executable deletion request to delete active Customer Personal Data from the Platform.

13.5 A deletion request is valid and technically executable when the Customer has reasonably identified the relevant account, workspace, data set or Customer Personal Data to be deleted and has provided any information reasonably required by Tjulo to carry out the request securely.

13.6 The Customer is responsible for exporting Customer Personal Data before termination or expiry of the Agreement, using the export functionality made available by Tjulo, if any.

13.7 Tjulo may retain Customer Personal Data after termination where reasonably necessary for backup, security, audit, legal compliance, dispute resolution, accounting, fraud prevention, enforcement of the Agreement or legitimate business continuity purposes, provided that such data remains protected in accordance with this DPA.

13.8 Tjulo shall not be required to delete data from archived backup systems immediately, provided such backup data is protected from active use and deleted, overwritten or rendered inaccessible in accordance with ordinary backup retention cycles of Tjulo and its Sub-processors.

13.9 Tjulo may anonymise Customer Personal Data instead of deleting it, provided that the anonymised data can no longer reasonably be used to identify the Customer, any Data Subject or any individual company contact.

13.10 The Customer acknowledges that deletion of Customer Personal Data Processed by Wix

may be subject to the deletion processes, technical limitations, retention rules, backup cycles and legal retention obligations applicable under the Wix DPA and Wix's related documentation.

14. Audit and documentation

14.1 Tjulo shall make available to the Customer information reasonably necessary to demonstrate compliance with this DPA, subject to confidentiality, security and reasonable commercial restrictions.

14.2 The Customer may request documentation relating to Tjulo's Processing of Customer Personal Data, including information about technical and organisational measures, Sub-processors and international transfers.

14.3 Audits shall, where possible, be satisfied through documentation, third-party reports, certifications, security summaries, Sub-processor documentation, Wix documentation or written responses.

14.4 If the Customer reasonably requires an additional audit, such audit shall be:

- a. limited to Tjulo's Processing of Customer Personal Data;
- b. conducted no more than once per calendar year, unless required due to a confirmed Personal Data Breach or mandatory legal requirement;
- c. subject to at least thirty (30) days' prior written notice;
- d. conducted during normal business hours;
- e. performed in a manner that does not disrupt Tjulo's operations, security, confidentiality or other customers; and
- f. conducted by an independent auditor subject to appropriate confidentiality obligations.

14.5 The Customer shall bear its own costs and Tjulo's reasonable costs associated with any audit, unless the audit reveals a material breach of this DPA by Tjulo.

14.6 The Customer acknowledges that Tjulo may not have the right to conduct physical audits of Wix, Wix data centres or other third-party infrastructure providers.

14.7 Where an audit concerns Wix or other third-party infrastructure providers, Tjulo may satisfy its audit obligations by providing or referring to

available third-party documentation, contractual safeguards, certifications, security summaries or public compliance materials.

15. Confidentiality

15.1 Each Party shall keep confidential all non-public information received from the other Party in connection with this DPA.

15.2 Tjulo shall ensure that personnel authorised to Process Customer Personal Data are subject to confidentiality obligations.

15.3 Confidentiality obligations shall not prevent either Party from disclosing information where required by law, a competent authority or a court, provided that the disclosing Party gives prior notice where legally permitted.

16. Records

16.1 Tjulo shall maintain records of Processing activities as required by Applicable Data Protection Laws.

16.2 Tjulo shall make available relevant records or summaries thereof to the Customer upon reasonable request, to the extent necessary for the Customer to demonstrate compliance with Applicable Data Protection Laws.

16.3 Where Processing records relate to Wix or Wix's sub-processors, Tjulo may satisfy this obligation by providing or referring to relevant information made available by Wix.

17. Liability

17.1 The liability of each Party under this DPA shall be governed by the Agreement, including any limitations and exclusions of liability set out in the Agreement.

17.2 Nothing in this DPA shall limit or exclude liability to the extent such liability cannot be limited or excluded under Applicable Data Protection Laws.

17.3 Tjulo shall not be liable for Processing carried out in accordance with the Customer's

instructions, unless Tjulo knew or should reasonably have known that the instruction infringed Applicable Data Protection Laws and failed to inform the Customer.

17.4 The Customer shall be responsible for all claims, losses, damages, fines, penalties and costs arising from:

- a. the Customer's unlawful collection or use of Customer Personal Data;
- b. the Customer's failure to provide required notices or obtain required consents;
- c. the Customer's use of the Platform in breach of Applicable Data Protection Laws;
- d. the Customer's instructions to Tjulo;
- e. the Customer's failure to request deletion or return of Customer Personal Data where required;
- or
- f. Personal Data uploaded by the Customer in breach of this DPA.

17.5 Tjulo shall not be responsible for delays, limitations or failures caused by Wix, Wix's sub-processors or other third-party infrastructure providers to the extent such delays, limitations or failures are outside Tjulo's reasonable control, provided that Tjulo has complied with its obligations under this DPA.

18. Term and termination

18.1 This DPA shall remain in force for as long as Tjulo Processes Customer Personal Data on behalf of the Customer.

18.2 Termination or expiry of the Agreement shall not affect any provisions of this DPA that by their nature should continue to apply, including confidentiality, deletion, audit, liability and international transfer provisions.

18.3 If Tjulo determines that it can no longer comply with this DPA or Applicable Data Protection Laws, Tjulo shall inform the Customer where legally permitted and may suspend the affected Processing until compliance can be restored.

19. Changes to this DPA

19.1 Tjulo may update this DPA from time to time where necessary due to changes in Applicable Data Protection Laws, the Services, technical

infrastructure, Sub-processors, security measures, Wix terms, Wix DPA updates or business operations.

19.2 Tjulo shall notify the Customer of material changes to this DPA by email, through the Platform, on Tjulo's website or by other reasonable means.

19.3 Continued use of the Services after the effective date of an updated DPA shall constitute acceptance of the updated DPA, unless otherwise required by Applicable Data Protection Laws.

20. Governing law and venue

20.1 This DPA shall be governed by Danish law, unless otherwise required by mandatory Applicable Data Protection Laws.

20.2 Any dispute arising out of or in connection with this DPA shall be subject to the venue set out in the Agreement.

20.3 Where the SCCs apply, the governing law and jurisdiction provisions of the SCCs shall apply to the relevant restricted transfer.

Annex 1 - Details of Processing

1. Subject matter of Processing

Tjulo Processes Customer Personal Data for the purpose of providing the Platform and Services to the Customer.

The Platform enables the Customer to manage sales workflows, including customer and prospect management, pipeline management, product catalogue management, quote and offer creation, digital sending of offers, engagement tracking, document access, PDF viewing and downloading, digital acceptance, signature flow, dashboard reporting and lead temperature analysis.

Customer Personal Data may be hosted, stored, transmitted, logged, monitored, secured or otherwise technically Processed through Wix and Wix's authorised sub-processors.

2. Duration of Processing

Tjulo Processes Customer Personal Data for as long as the Customer uses the Services.

After termination or expiry of the Agreement, Tjulo may continue to Process Customer Personal Data only as necessary for deletion, return, backup retention, legal compliance, dispute resolution, security, audit or legitimate business continuity purposes.

Termination or expiry of the Agreement does not automatically trigger deletion. The Customer must request deletion or return of Customer Personal Data.

After receipt of a valid and technically executable deletion request, Tjulo may take up to ninety (90) days to delete active Customer Personal Data from the Platform.

Backup data may remain for longer in accordance with ordinary backup cycles, provided that such data is protected from active use.

3. Nature of Processing

The Processing may include:

- a. collection;
- b. recording;
- c. organisation;
- d. structuring;
- e. storage;
- f. hosting;
- g. retrieval;
- h. consultation;
- i. use;
- j. transmission;
- k. disclosure to authorised Sub-processors;
- l. enrichment through Platform functionality;
- m. calculation and analysis;
- n. event tracking;
- o. logging;
- p. backup;
- q. support access;
- r. deletion; and
- s. anonymisation or aggregation.

4. Purpose of Processing

The purposes of Processing include:

- a. creating and managing Customer accounts;
- b. enabling authorised users to access the Platform;
- c. managing customers, prospects, contacts and sales opportunities;
- d. creating, editing, storing and sending offers, quotes, PDFs and related documents;
- e. enabling recipients to view, download and accept offers;
- f. recording digital acceptance and signature-related activity;
- g. tracking engagement with offers, including openings, views, clicks, downloads and access to acceptance flows;
- h. calculating lead temperature, engagement level and sales-related indicators;
- i. displaying dashboards, pipeline status, revenue, margin and activity information;
- j. providing customer support and troubleshooting;
- k. maintaining, securing and improving the Platform;
- l. detecting and preventing abuse, unauthorised access, fraud and technical issues;
- m. sending service-related communications;
- n. integrating with approved third-party services;
- o. complying with applicable legal obligations; and
- p. using Wix-based infrastructure to host, deliver, secure and operate the Platform.

5. Categories of Data Subjects

Customer Personal Data may relate to:

- a. the Customer's employees, owners, administrators and authorised users;
- b. the Customer's customers;
- c. the Customer's prospective customers and leads;
- d. contact persons at the Customer's customers or prospects;
- e. representatives, employees, consultants, contractors or agents of the Customer's business partners;
- f. recipients of offers, quotes, documents or other communications sent through the Platform;
- g. persons who view, access, download or accept offers sent through the Platform; and
- h. other individuals whose Personal Data the

Customer chooses to upload, register or Process through the Platform.

6. Categories of Personal Data

Customer Personal Data may include:

- a. name;
- b. company name;
- c. job title or role;
- d. email address;
- e. phone number;
- f. business address;
- g. customer number or reference number;
- h. user account information;
- i. login and access information;
- j. offer, quote and order information;
- k. product and service information included in offers;
- l. pricing, margin, discount and sales information where linked to an identifiable person;
- m. communication history;
- n. documents, attachments and PDFs uploaded or generated by the Customer;
- o. acceptance status;
- p. signature-related information;
- q. timestamps;
- r. IP address;
- s. browser, device and technical log data;
- t. email opening, link click, PDF view, download and engagement events;
- u. lead temperature, engagement score and sales analytics generated by the Platform; and
- v. other Personal Data submitted by the Customer or its authorised users.

7. Special categories of Personal Data

The Services are not intended for Processing special categories of Personal Data under Article 9 GDPR.

The Services are not intended for Processing Personal Data relating to criminal convictions or offences under Article 10 GDPR.

The Services are not intended for Processing children's data.

The Customer shall not submit such data to the Platform unless expressly agreed in writing with Tjulo.

8. Frequency of Processing

Processing is performed continuously for as long as the Customer uses the Services.

9. Location of Processing

Customer Personal Data may be Processed in the EEA.

Customer Personal Data may be Processed by Wix.com Ltd. in Israel.

Customer Personal Data may be Processed by Wix group companies or Wix sub-processors in the United States where appropriate safeguards apply.

Customer Personal Data may be Processed in other jurisdictions where authorised Sub-processors operate, subject to applicable transfer mechanisms.

10. Retention

Customer Personal Data is retained for the duration of the Agreement.

Customer Personal Data may be retained after termination or expiry in accordance with the Agreement, this DPA, Tjulo's deletion procedures, backup cycles and applicable legal requirements.

Customer Personal Data is not automatically deleted solely because the Agreement or subscription ends. The Customer must request deletion or return of Customer Personal Data.

Following a valid deletion request, Tjulo may take up to ninety (90) days to delete active Customer Personal Data from the Platform.

Backup data may remain for a longer period in accordance with ordinary backup cycles, provided that such data is protected from active use.

Annex 2 - Technical and Organisational Measures

Tjulo shall maintain appropriate technical and organisational measures designed to protect Customer Personal Data. These measures may include the following, taking into account the nature and risk of the Processing.

1. Governance and responsibility

Internal responsibility for data protection and security is assigned within Tjulo.

Tjulo maintains internal procedures for access control, incident handling, supplier management and secure operation of the Platform.

Personnel and contractors with access to Customer Personal Data are subject to confidentiality obligations.

2. Access control

Access to administrative systems is restricted to authorised personnel.

Access rights are granted based on role and need-to-know principles.

Access rights are reviewed periodically and removed when no longer required.

The Customer controls access rights for its own authorised users within the Platform.

3. Authentication

User access requires authentication.

Passwords and authentication are handled through the Platform's login infrastructure and relevant underlying providers.

Tjulo recommends that the Customer uses strong passwords and any additional security features made available by the Platform or underlying infrastructure providers.

Administrative access to systems containing Customer Personal Data should be protected by appropriate security controls, where supported by the relevant system.

4. Hosting and infrastructure

The Platform is built on Wix.

Hosting, storage, infrastructure, content delivery, security, monitoring and related technical functions may be provided by Wix and Wix's authorised sub-processors.

Tjulo relies on Wix's technical and organisational security measures for the parts of the Services hosted, stored or delivered through Wix.

Tjulo may rely on Wix's security documentation, certifications, reports, summaries and public compliance materials where relevant.

5. Encryption and transmission security

Tjulo uses secure transmission protocols where supported by the Platform and underlying infrastructure.

Customer access to the Platform is protected through HTTPS/TLS where available.

Tjulo relies on underlying infrastructure providers, including Wix, for encryption, network security and hosting security controls.

6. Logical separation

Customer accounts are logically separated.

Users are granted access to Customer data based on their association with the relevant Customer account.

Tjulo shall take reasonable measures to prevent one Customer from accessing another Customer's data.

7. Backup and recovery

Tjulo relies on Wix and relevant infrastructure providers for applicable backup, redundancy and recovery mechanisms.

Tjulo shall take reasonable measures to maintain availability and resilience of the Services.

Backup data may be retained for a limited period according to the backup cycles of Tjulo and its Sub-processors.

8. Logging and monitoring

The Platform may generate logs relating to access, system events, offer engagement, user activity, errors and security events.

Logs may be used for security, troubleshooting, auditing, support, abuse prevention and service improvement.

Certain logs and monitoring functions may be provided by Wix or Wix's authorised sub-processors.

9. Incident management

Tjulo maintains procedures for identifying, assessing, escalating and responding to security incidents.

Tjulo shall notify the Customer of Personal Data Breaches in accordance with this DPA.

Where an incident relates to Wix, Tjulo's response may depend on notifications and information made available by Wix.

10. Supplier management

Tjulo assesses Sub-processors before engaging them, taking into account the nature of the Processing and the risk to Customer Personal Data.

Tjulo enters into appropriate data protection terms with Sub-processors where required by Applicable Data Protection Laws.

Tjulo monitors relevant compliance and security documentation from key infrastructure providers, including Wix, where such documentation is available.

11. Data minimisation

Tjulo encourages Customers to submit only Personal Data that is necessary for their use of the Services.

Tjulo may anonymise or aggregate data where identifiable data is not required.

12. Development and maintenance

Tjulo takes reasonable measures to develop, test and maintain the Platform securely.

Changes to the Platform are implemented with consideration for functionality, availability, confidentiality and integrity.

Certain development, deployment, hosting and runtime controls depend on Wix and its platform capabilities.

13. Availability

Tjulo takes reasonable measures to maintain availability of the Platform.

The Customer acknowledges that the Platform is an internet-based SaaS service and may be subject to downtime, maintenance, service interruptions, third-party failures and technical incidents.

Annex 3 - Authorised Sub-processors

The Customer authorises Tjulo to use the Sub-processors listed below for the delivery, hosting, maintenance, support, security and operation of the Services.

Because Tjulo is built on Wix, Wix and Wix's sub-processors form a central part of the technical infrastructure used to provide the Services.

The Wix Sub-processor information below is based on Wix's publicly available Sub-processor information as of 21 May 2026. Tjulo may update this Annex to reflect changes made by Wix or other authorised Sub-processors.

1. Primary platform and infrastructure provider

Wix.com Ltd. and Wix group companies

Purpose: platform infrastructure, hosting, storage, operation, security, support, delivery and related services.

Location and transfer information: Israel, EEA, USA and other locations. Transfers may rely on adequacy decisions, SCCs and supplementary safeguards where applicable.

2. Wix group companies

The following Wix group companies may be involved in providing and improving the Wix platform and related services:

- a. Wix.com Inc. - United States
- b. Wix.com Brasil Serviços De Internet Ltda. - Brazil
- c. Wix.com Services Mexico S de RL de C.V. - Mexico
- d. Wix.com Luxembourg S.a.r.l. - Luxembourg
- e. Wix.com UAB - Lithuania
- f. Wix Com India Private Limited - India
- g. Wix.com Germany GmbH - Germany
- h. Wix Online Platform Limited - Ireland
- i. Wix.com (UK) Limited - United Kingdom
- j. Wix.com Ukraine, LLC - Ukraine

3. Wix third-party Sub-processors

The following third-party Sub-processors may be used by Wix in connection with the Wix services underlying the Platform:

- a. Amazon Web Services EMEA SARL - cloud services, hosting and content delivery
- b. Amazon Web Services LLC - cloud services, hosting and content delivery
- c. Google Ireland Ltd - cloud services, hosting and content delivery
- d. Fastly - content delivery network
- e. New Relic - error monitoring
- f. Confluent - data and event pipeline
- g. SendGrid - email transmission
- h. SparkPost - email transmission
- i. Twilio - external communications
- j. PerimeterX - security provider
- k. Postmastery - email delivery services
- l. Snowflake - data warehouse
- m. VoxPro / Telus International - customer support services

Where these providers are located outside the EEA or otherwise involve restricted transfers, transfers shall be protected by SCCs, adequacy decisions or other lawful transfer mechanisms where required.

4. Other Tjulo service providers

Tjulo may use additional providers for:

- a. account administration;
- b. subscription administration;
- c. billing and payment handling;

- d. tax and accounting administration;
- e. customer support;
- f. service-related email communications;
- g. analytics;
- h. diagnostics;
- i. error monitoring; and
- j. security.

Such providers are Sub-processors only where they Process Customer Personal Data on behalf of the Customer.

Where such providers Process Personal Data as independent controllers, including payment processing, tax, accounting or legal compliance, they are not Sub-processors under this DPA.

5. Updates to Sub-processors

Tjulo may update this list from time to time.

The Customer shall be notified of material changes in accordance with section 11 of this DPA.

Annex 4 - International Transfer Addendum

1. General authorisation

The Customer authorises Tjulo to transfer Customer Personal Data outside the EEA where necessary to provide the Services, including transfers through Wix, Wix group companies and authorised Sub-processors.

2. Wix-based infrastructure

The Customer acknowledges that:

- a. Tjulo is built on Wix;
- b. Wix may Process Personal Data globally where necessary to provide its services;
- c. Wix may store and Process data in data centres and systems located in the EEA, Israel, the United States and other jurisdictions;
- d. Wix.com Ltd. is based in Israel;
- e. Israel may be covered by an adequacy decision from the European Commission to the extent such decision remains valid and applicable;
- f. transfers to non-adequate jurisdictions shall be protected by SCCs or other appropriate safeguards where required; and

g. Wix may use Wix group companies and third-party sub-processors in multiple jurisdictions.

3. Transfer mechanisms

Restricted transfers may take place on the basis of:

- a. an adequacy decision under Article 45 GDPR;
- b. SCCs under Article 46 GDPR;
- c. binding contractual commitments with Sub-processors;
- d. supplementary measures where required; or
- e. another lawful transfer mechanism under Applicable Data Protection Laws.

4. SCC incorporation

Where required, the SCCs are incorporated into this DPA by reference.

Module Two applies to Controller-to-Processor transfers where the Customer is Controller and Tjulo is Processor.

Module Three applies to Processor-to-Processor onward transfers where Tjulo transfers Customer Personal Data to a Sub-processor outside the EEA.

The Customer shall be the data exporter where the Customer transfers Customer Personal Data to Tjulo.

Tjulo shall be the data importer where Tjulo receives Customer Personal Data under a restricted transfer.

Tjulo shall be the data exporter where Tjulo transfers Customer Personal Data to a Sub-processor.

The relevant Sub-processor shall be the data importer where it receives Customer Personal Data from Tjulo under a restricted transfer.

The competent supervisory authority shall be the Danish Data Protection Agency unless otherwise required by Applicable Data Protection Laws.

Annex 1 of this DPA describes the Processing, categories of Data Subjects and categories of Personal Data.

Annex 2 of this DPA describes the technical and organisational measures.

Annex 3 of this DPA describes authorised Sub-processors.

In the event of conflict between this DPA and the SCCs, the SCCs shall prevail in relation to the relevant restricted transfer.

5. Transfer impact assessment

Tjulo shall, where reasonably necessary and to the extent information is available to Tjulo, provide information to assist the Customer in assessing international transfers relating to the Services.

Tjulo may satisfy this obligation by providing or referring to relevant documentation from Wix, the Wix DPA, Wix's Sub-processor list, Wix's security documentation or equivalent materials from other Sub-processors.

Annex 5 Customer Instructions

The Customer instructs Tjulo to Process Customer Personal Data as necessary to provide the Services, including:

- a. hosting and storing Customer Personal Data;
- b. enabling users to access the Platform;
- c. creating, editing, storing and sending quotes, offers, PDFs and documents;
- d. tracking offer engagement, including openings, views, clicks, downloads and acceptance-related activity;
- e. generating lead temperature, engagement analysis, dashboards and sales insights;
- f. enabling digital acceptance and recording acceptance status;
- g. providing support, maintenance, troubleshooting and service communications;
- h. preventing abuse, fraud, unauthorised access and technical issues;
- i. using authorised Sub-processors;
- j. using Wix and Wix's authorised sub-processors as central technical infrastructure;
- k. transferring Customer Personal Data internationally where necessary to provide the Services;
- l. deleting, returning, anonymising or aggregating Customer Personal Data in accordance with the Agreement and this DPA, provided that deletion or return after termination requires a documented request from the Customer unless otherwise required by law; and
- m. otherwise Processing Customer Personal Data

as documented in the Agreement, this DPA or the Customer's use of the Platform.

Annex 6 - Prohibited Data

The Customer shall not submit the following categories of Personal Data to the Platform unless expressly agreed in writing with Tjulo:

- a. health data;
- b. genetic or biometric data used for identification;
- c. data revealing racial or ethnic origin;
- d. data revealing political opinions;
- e. data revealing religious or philosophical beliefs;
- f. trade union membership data;
- g. data concerning sex life or sexual orientation;
- h. data relating to criminal convictions or offences;
- i. children's data;
- j. national identification numbers where not strictly necessary;
- k. payment card numbers unless submitted through an approved payment provider;
- l. bank account details unless expressly supported by the Platform; and
- m. any other highly sensitive information not necessary for the use of the Services.

Annex 7 - Contact Information

The Processor is Tjulo.

The privacy contact for Tjulo is: info@tjulo.com

The Controller is the Customer identified in the applicable account registration, order form, subscription record or other Agreement with Tjulo.

Privacy-related requests must be sent to: info@tjulo.com

Annex 8 - Hierarchy

In case of conflict between documents, the following order of precedence shall apply in relation to the Processing of Customer Personal Data:

1. The SCCs, where applicable to a restricted transfer.
2. This DPA.
3. The Agreement.
4. Tjulo's general terms and conditions.
5. Order forms, subscription pages or other commercial documents, unless expressly stated otherwise.

Annex 9 - Wix Dependency Statement

Because the Platform is built on Wix, the Customer acknowledges and agrees that:

- a. the Platform may rely on Wix for hosting, storage and infrastructure;
- b. certain security controls are provided by Wix and Wix's infrastructure providers;
- c. backup and recovery mechanisms may depend on Wix's systems and backup cycles;
- d. certain logs, monitoring functions and technical records may be generated or stored by Wix;
- e. Wix uses its own group companies and third-party sub-processors;
- f. Wix may Process data in Israel, the EEA, the United States and other jurisdictions, subject to applicable transfer mechanisms;
- g. Tjulo may not have the right to physically audit Wix or Wix data centres and may rely on Wix documentation, certifications, reports or public compliance materials;
- h. deletion of data Processed through Wix may depend on Wix's deletion processes, legal retention rules and backup cycles; and
- i. Wix may update its DPA, sub-processors, technical infrastructure and security documentation from time to time.

Tjulo shall use commercially reasonable efforts to ensure that the Customer is provided with relevant information concerning Wix-based Processing where such information is reasonably available to Tjulo.