



XERO – EU DATA PROCESSING ADDENDUM

This Data Processing Addendum (the **Addendum**) forms part of the Xero Terms of Use (and any ancillary or related documentation), as updated or amended from time to time (the **Agreement**), between the Customer (as identified on page 4 below) and Xero. All capitalised terms not defined in this Addendum shall have the meaning set out in the Agreement.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum has been pre-signed by Xero.
2. If Xero processes personal data on behalf of a Xero customer that qualifies as a controller with respect to that personal data under the EU General Data Protection Regulation (Regulation 2016/679) (an **Eligible Customer**), such Eligible Customer may execute this Addendum. Eligible Customers can complete this Addendum by:
 - (a) Completing the information in the signature box and counter-signing on page 4; and
 - (b) Submitting the completed and signed Addendum to Xero at dpa@xero.com. Any questions regarding this Addendum should be sent to privacy@xero.com.
3. Upon receipt of the validly completed and signed Addendum in accordance with the instructions above, this Addendum will become legally binding.

APPLICATION OF THIS ADDENDUM:

If the entity signing this Addendum is an Eligible Customer at the date of counter-signature, this Addendum will form part of the Agreement. In such case, the Xero entity that is a party to the Agreement will be a party to this Addendum, as identified in the Eligible Customer Xero invoice.

If the entity signing this Agreement is not an Eligible Customer at the date of counter-signature, this Agreement will not be valid or legally binding.

The parties agree that the obligations under this Addendum that are specific to the EU General Data Protection Regulation (Regulation 2016/679) shall not apply until the later of the Eligible Customer counter-signature or the date the EU General Data Protection Regulation (Regulation 2016/679) has come into full force and effect.

1. Data Protection

- 1.1. Definitions: In this Addendum, the following terms shall have the following meanings:
 - (a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in Applicable Data Protection Law;
 - (b) "**Applicable Data Protection Law**" shall mean: (i) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); and (ii) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679); and
 - (c) "**Xero**" means the Xero entity that is a party to this Addendum, as specified in paragraph 1 of the section "APPLICATION OF THIS ADDENDUM" above.
- 1.2. Relationship of the parties: Customer (the controller) appoints Xero as a processor to process the personal data described in the Agreement (the "**Data**") for the purposes described, and the terms set out, in the Agreement, including, for the avoidance of doubt, to provide you with, and update and improve, our services (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.



- 1.3. Prohibited data: Unless explicitly requested by Xero to do so, Customer shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Xero for processing.
- 1.4. International transfers: Xero shall not transfer the Data outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data (e.g., New Zealand), to a recipient in the United States that has certified its compliance with the EU-US Privacy Shield, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
- 1.5. Confidentiality of processing: Xero shall ensure that any person it authorises to process the Data (an "**Authorised Person**") shall protect the Data in accordance with Xero's confidentiality obligations under the Agreement.
- 1.6. Security: Xero shall implement technical and organisational measures, as set out in Annex A, which may be amended and updated from time to time, to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").
- 1.7. Subcontracting: Customer consents to Xero engaging third party subprocessors to process the Data for the Permitted Purpose provided that: (i) Xero maintains an up-to-date list of its subprocessors, which shall be available on its website on or before 25 May 2018, which it shall update with details of any change in subprocessors at least 30 days prior to the change; (ii) Xero imposes data protection terms on any subprocessor it appoints that require it to protect the Data to the standard required by Applicable Data Protection Law; and (iii) Xero remains liable for any breach of this Addendum that is caused by an act, error or omission of its subprocessor. Customer may object to Xero's appointment or replacement of a subprocessor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Xero will either not appoint or replace the subprocessor or, if this is not reasonably possible, in Xero's sole discretion, Customer may suspend or terminate the Agreement without penalty (without prejudice to any fees incurred by Customer up to and including the date of suspension or termination).
- 1.8. Cooperation and data subjects' rights: Xero shall provide reasonable and timely assistance to Customer (at Customer's expense) to enable Customer to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Xero, Xero shall promptly inform Customer providing full details of the same.
- 1.9. Data Protection Impact Assessment: If Xero believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Customer and provide reasonable cooperation to Customer in connection with any data protection impact assessment that may be required under Applicable Data Protection Law.
- 1.10. Security incidents: If it becomes aware of a confirmed Security Incident, Xero shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under (and in accordance with the timescales required by) Applicable Data Protection Law. Xero shall further take reasonably necessary measures and actions to remedy or mitigate the effects of the Security Incident and keep Customer informed of all material developments in connection with the Security Incident.



- 1.11. Deletion or return of Data: Upon termination or expiry of the Agreement, Xero will, on Customer's explicit request, delete or return the Data in its possession or control (in a manner and form decided by Xero, acting reasonably). This requirement shall not apply to the extent that Xero is required by applicable law to retain some or all of the Data, or to Data it has archived on back-up systems, which Data Xero shall securely isolate and protect from any further processing.
- 1.12. Audit: Customer acknowledges that Xero is regularly audited against SOC 2 standards by an independent third-party auditor. Upon Customer's request, and subject to the confidentiality obligations set out in the Agreement, Xero shall make available to Customer that is not a competitor of Xero (or Customer's independent, third-party auditor that is not a competitor of Xero) a copy of Xero's SOC 2 report in the same manner and form that Xero makes the SOC 2 report generally available to customers.

Xero (UK) Limited

DocuSigned by:

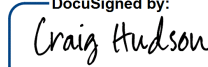
 Signature: _____
FDF59B43058D4E4...

Name: Gary Turner

Position: Managing Director, UK

Date: 4/12/2018

Xero (NZ) Limited

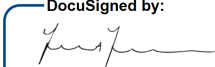
DocuSigned by:

 Signature: _____
D2F4C8C8D4CB46F...

Name: Craig Hudson

Position: NZ Country Manager

Date: 4/10/2018

Xero Australia Pty Limited

DocuSigned by:

 Signature: _____
874B4CB81A344CB...

Name: Trent Innes

Position: Managing Director, Australia

Date: 4/11/2018



Beautiful accounting software

Xero, Inc.

Signature:

DocuSigned by:
Keri Gohman
14F3220FFBA640A...

Name:

Keri Gohman

Position:

President, Americas

Date:

4/13/2018

Customer (name of organisation, as registered with Xero):

Signature:

Individual name:

Position:

Date:

Email:



Annex A – Security Measures

Information regarding the technical and organisational measures Xero has in place to protect Data in accordance with clause 2.6 of this Addendum is available in Xero's SOC 2 report, which can be downloaded at <https://www.xero.com/about/security/soc-report/>, and on Xero's security pages, available at:

<https://www.xero.com/about/security/>

<https://www.xero.com/why-xero/benefits/security/>