

LENAVIO

Data Processing Agreement

Between the Client (Controller) and Lenavio, Inc. (Processor)

Effective Date: _____

Version 1.0

Preamble

This Data Processing Agreement (the "**DPA**") forms part of the agreement between the Client (the "**Controller**") and Lenavio, Inc. (the "**Processor**") under which the Processor provides HR management software services to the Controller (the "**Services**"). This DPA governs the processing of Personal Data by the Processor on behalf of the Controller in connection with the Services and is entered into to comply with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), the California Consumer Privacy Act ("**CCPA**"), and the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados, "**LGPD**").

1. Parties

Controller: The Client, being the entity subscribing to the Lenavio Services, identified in the corresponding subscription order or master services agreement ("[Client Name]").

Processor: Lenavio, Inc., a corporation organized under the laws of the State of Florida, United States.

2. Definitions

Capitalized terms used but not otherwise defined in this DPA shall have the meanings set forth below:

- **Controller** — the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- **Processor** — Lenavio, Inc., which processes Personal Data on behalf of the Controller.
- **Data Subjects** — the Controller's employees, contractors, managers, and administrators whose Personal Data is processed under the Services.
- **Personal Data** — any information relating to an identified or identifiable natural person processed by the Processor on behalf of the Controller in connection with the Services.
- **Processing** — any operation performed on Personal Data, including collection, storage, organization, retrieval, display, transmission, deletion, or destruction.
- **Sub-processor** — any third party engaged by the Processor to process Personal Data on behalf of the Controller.

3. Subject Matter and Duration

The Processor processes Personal Data on behalf of the Controller for the sole purpose of providing HR management Services. This DPA applies for the duration of the Controller's subscription to the Lenavio platform and for any period thereafter in which the Processor retains Personal Data on the Controller's behalf, in accordance with Section 7(f).

4. Nature and Purpose of Processing

The nature and purpose of the Processing is the storage, organization, retrieval, and display of employee records, time-off data, complaints, performance data, and related HR information necessary to deliver the Services.

5. Types of Personal Data

The Personal Data processed under this DPA may include, without limitation:

- Names and identifiers (e.g., employee ID, tax identifiers where provided by the Controller);
- Contact information (email address, phone number, mailing address);
- Employment details (job title, department, manager, start date, location, employment status);
- Compensation information (salary, bonuses, pay grade);
- Time-off records (requests, balances, approvals);
- Complaints and case information submitted under the Controller's complaints module;
- Performance reviews, goals, and feedback;
- Documents uploaded by the Controller or Data Subjects to employee records.

6. Categories of Data Subjects

The categories of Data Subjects whose Personal Data may be processed under this DPA include employees, contractors, managers, and administrators of the Controller.

7. Obligations of the Processor (Lenavio)

The Processor shall, at all times during the term of this DPA:

- (a) Process Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country, unless required to do so by law to which the Processor is subject.
- (b) Ensure that persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) Implement appropriate technical and organizational security measures to protect Personal Data against unauthorized or unlawful Processing, accidental loss, destruction, or damage. Such measures include, without limitation, AES-256 encryption at rest, TLS 1.3 encryption in transit, multi-tenant isolation (row-level scoping by organization identifier), role-based access controls, and immutable audit logging of data mutations.
- (d) Not engage any Sub-processor without prior written authorization from the Controller. The Controller hereby provides general written authorization for the Sub-processors listed in

Section 8. The Processor shall give the Controller reasonable advance notice of any intended additions to or replacements of Sub-processors, giving the Controller the opportunity to object to such changes.

(e) Taking into account the nature of the Processing, assist the Controller by appropriate technical and organizational measures in responding to requests from Data Subjects exercising their rights under applicable data protection laws.

(f) At the Controller's choice, delete or return all Personal Data to the Controller at the end of the provision of Services, and delete existing copies unless applicable law requires continued storage.

(g) Make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this DPA and allow for and contribute to audits conducted by the Controller or an auditor mandated by the Controller, subject to Section 10.

(h) Notify the Controller without undue delay, and in any event within seventy-two (72) hours, of becoming aware of a Personal Data breach affecting the Controller's Personal Data.

8. Sub-processors

The Controller authorizes the Processor to engage the following Sub-processors in connection with the Services:

Sub-processor	Function	Location
Render	Application hosting	United States
Neon	Managed PostgreSQL database	United States
Vercel	CDN and edge delivery	United States
Anthropic	AI processing (Claude API)	United States
Stripe	Subscription billing	United States

The current list of authorized Sub-processors is maintained and made available to the Controller at lenavio.com/security. The Processor shall impose on each Sub-processor data protection obligations that are no less protective than those set out in this DPA.

9. International Data Transfers

Personal Data is processed in the United States. To the extent that Personal Data is transferred from Brazil or the European Union / United Kingdom to the United States, such transfers shall be governed by the Standard Contractual Clauses ("**SCCs**") as adopted by the European

Commission in Decision (EU) 2021/914, which are hereby incorporated by reference into this DPA. For transfers subject to the LGPD, the parties shall rely on the mechanisms authorized by the Brazilian National Data Protection Authority (ANPD), including the application of the SCCs by analogy where appropriate.

10. Audit Rights

Upon reasonable prior written notice, and no more than once per calendar year (except in the event of a suspected Personal Data breach or as required by a supervisory authority), the Controller may audit the Processor's compliance with this DPA. Audits may be conducted by the Controller directly or by a qualified third party bound by confidentiality obligations. The Controller shall bear the costs of any such audit, except where the audit reveals material non-compliance by the Processor.

11. Governing Law

This DPA is governed by the laws of the State of Florida, United States, without regard to its conflict-of-law principles, consistent with the governing-law clause of the Lenavio Terms of Service. The parties consent to the exclusive jurisdiction of the state and federal courts located in the State of Florida for any dispute arising out of or related to this DPA.

12. Signatures

By signing below, each party acknowledges that it has read this DPA, understands it, and agrees to be bound by its terms.

Controller (Client)

Processor (Lenavio, Inc.)

Signature:

Signature:

Printed

Name:

Printed

Name:

Title:

Title:

Date:

Date:
