

Data Processing Agreement

Where you are not a consumer, you confirm that you have authority to bind the business on behalf of which you are accepting the terms of this agreement.

Please read these terms carefully, as they contain legal obligations and important terms which we will rely upon.

BACKGROUND

The Customer and n8n entered into a set of terms and conditions for the provision of the n8n workflow automation platform ("**Terms of Service**") that may require n8n to process Personal Data on behalf of the Customer.

This Data Processing Agreement ("**Agreement**"):

- sets out the additional terms, requirements and conditions on which n8n will process Personal Data on behalf of the Customer;
- contains the mandatory clauses required by Article 28(3) of the General Data Protection Regulation ((EU) 2016/679) for contracts between Controllers and Processors; and
- contains the SCCs (available in full here https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) and completed as described in Annex I, as well as additional supplementary measures in connection with the SCCs which the parties have included to take account of the recommendations provided by the European Data Protection Board in June 2021.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

"Authorised Persons" the persons or categories of persons identified in Appendix A.

"Business Purposes" means the services described in the Terms of Service or any other purpose specifically identified in Appendix A.

"Controller" and "Processor" as defined in the Data Protection Legislation.

"Customer" means you, the person or business entering into this Agreement.

"Data Protection Legislation" means the General Data Protection Regulation ((EU) 2016/679); the UK GDPR; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and all other legislation and



regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data;

"Data Subject" means an individual who is the subject of Personal Data.

"n8n" means N8N GMBH trading as **n8n** incorporated and registered in Germany with company number HRB 212509 B whose registered office is at Novalisstraße 10 10115 Berlin, Germany.

"Personal Data" means any information relating to an identified or identifiable natural person that is processed by n8n as a result of, or in connection with, the provision of the services under the Terms of Service; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

"Processing, processes and process" means either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties.

"Sensitive Personal Data" means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data processed for uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, as defined in Article 9 of the GDPR.

"Standard Contractual Clauses (SCC)" means the Standard Contractual Clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en and completed as described in Annex I.

"UK GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

- 1.2 This Agreement is subject to the Terms of Service and is incorporated into the Terms of Service. Interpretations and defined terms set forth in the Terms of Service apply to the interpretation of this Agreement.
- 1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.



- 1.4 A reference to writing or written includes email but not fax.
- 1.5 In the case of conflict or ambiguity between:
 - 1.5.1 any provision contained in the body of this Agreement and any provision contained in the Appendices, the provision in the body of this Agreement will prevail;
 - 1.5.2 the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Appendices, the provision contained in the Appendices will prevail;
 - 1.5.3 any of the provisions of this Agreement and the provisions of the Terms of Service, the provisions of this Agreement will prevail; and
 - 1.5.4 any of the provisions of this Agreement and any executed SCC, the provisions of the executed SCC will prevail.

2 PERSONAL DATA TYPES AND PROCESSING PURPOSES

- 2.1 The Customer and n8n intend that the Customer is the Controller and n8n is the Processor.
- 2.2 The Customer retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to n8n.
- 2.3 The Customer warrants and represents that n8n's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.
- 2.4 Appendix A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect of which n8n may process to fulfil the Business Purposes of the Terms of Service. This Agreement only applies to such Processing. If the Customer intends to process Sensitive Personal Data using the n8n platform, the Customer must provide written notice to n8n and ensure that any such processing complies with applicable Data Protection Legislation. The Customer is solely responsible for providing specific processing instructions for such data.

3 N8N'S OBLIGATIONS

- 3.1 n8n will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions from Authorised Persons. n8n will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. n8n must immediately notify the Customer if, in its opinion, the Customer's instruction would not comply with the Data Protection Legislation.
- 3.2 n8n must promptly comply with any Customer request or instruction from Authorised Persons requiring n8n to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 n8n will maintain the confidentiality of all Personal Data and will not disclose Personal Data to third parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires n8n to process or disclose Personal Data, n8n must first inform the Customer of the legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.



3.4 n8n will reasonably assist the Customer with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of n8n's processing and the information available to n8n, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

3.5 n8n must promptly notify the Customer of any changes to Data Protection Legislation that may adversely affect n8n's performance of the Terms of Service.

4 N8N'S EMPLOYEES

4.1 n8n will ensure that all employees:

4.1.1 are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;

4.1.2 have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and

4.1.3 are aware both of n8n's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

5 SECURITY

5.1 n8n must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in Annex II. n8n must document those measures in writing and periodically review them to ensure they remain current and complete, at least annually.

5.2 n8n must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

5.2.1 the pseudonymisation and encryption of personal data;

5.2.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

5.2.3 the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

5.2.4 a process for regularly testing, assessing and evaluating the effectiveness of security measures.

6 PERSONAL DATA BREACH

6.1 n8n will promptly and without undue delay notify the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. n8n will restore such Personal Data at its own expense.

6.2 n8n will notify the Customer without undue delay and, where feasible, no later than 72 hours after becoming aware of:

6.2.1 any accidental, unauthorised or unlawful processing of the Personal Data; or

6.2.2 any Personal Data Breach.



- 6.3 Where n8n becomes aware of an event within the scope of clause 6.2, it shall, without undue delay, also provide the Customer with the following information:
- 6.3.1 a description of the nature of such event, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
 - 6.3.2 the likely consequences of the event; and
 - 6.3.3 a description of the measures taken or proposed to be taken to address such event, including measures to mitigate its possible adverse effects.
- 6.4 Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. n8n will reasonably co-operate with the Customer in the Customer's handling of the matter, including:
- 6.4.1 assisting with any investigation;
 - 6.4.2 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - 6.4.3 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 6.5 n8n will not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law.
- 6.6 n8n agrees that the Customer has the sole right to determine:
- 6.6.1 whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - 6.6.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.7 n8n will cover all reasonable expenses associated with the performance of its obligations under clause 6.2 and clause 6.4 unless the matter arose from the Customer's specific instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses of both parties.

7 CROSS-BORDER TRANSFERS OF PERSONAL DATA

- 7.1 If an adequate protection measure for the international transfer of Personal Data is required under applicable data protection legislation (and has not otherwise been arranged by the parties) the SCCs as shown at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en shall be considered a part of this Agreement as if they had been set out in full. For data transfers subject to UK GDPR, the parties shall incorporate the UK Addendum to the SCCs issued by the UK Information Commissioner's Office. Where applicable, the Addendum shall be deemed appended to this Agreement.



- 7.2 The Customer consents to n8n (and its subcontractors) transferring Personal Data outside the European Economic Area ("EEA"). Provided that where such Processing occurs, n8n:
- 7.2.1 is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or
 - 7.2.2 participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that n8n (and, where appropriate, the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679). n8n must identify in Appendix A the transfer mechanism that enables the parties to comply with these cross-border data transfer provisions and n8n must immediately inform the Customer of any change to that status; or
 - 7.2.3 ensures that the transfer otherwise complies with the Data Protection Legislation, in particular Art. 44 and subsequent of the GDPR.
- 7.3 The Customer consents to appointment by n8n of a subcontractor located outside of the EEA in compliance with clause 7.2 and authorises n8n to enter into SCCs with the subcontractor. n8n will make the executed SCCs available to the Customer on request.
- 8 SUBCONTRACTORS**
- 8.1 The Customer consents to n8n appointing subcontractors for the purposes of providing the Platform, the current list of which can be found [here](#). n8n shall inform the Customer of any intended changes concerning the addition or replacement of any subcontractor therefore giving the Customer the opportunity to object in accordance with clause 8.3 below.
- 8.2 When appointing subcontractors n8n shall:
- 8.2.1 enter into a written contract with the subcontractor that contains terms similar to those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request and at the Customer's expense, provides the Customer with copies of such contracts (subject to redaction of any confidential information);
 - 8.2.2 maintain control over all Personal Data it entrusts to the subcontractor; and
 - 8.2.3 ensure the subcontractor's contract terminates automatically on termination of this Agreement for any reason.
- 8.3 In the event the Customer objects to the appointment or replacement of a subcontractor, the Customer may terminate their account on the Platform or where possible agree with n8n to terminate access to the relevant part of the Service affected by the addition of the new subcontractor. For the avoidance of doubt this will be the Customer's sole and exclusive remedy.
- 8.4 Where the subcontractor fails to fulfil its obligations under such written agreement, n8n remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.

9 COMPLAINTS, DATA SUBJECT REQUESTS AND THIRD-PARTY RIGHTS

9.1 n8n must, at no additional cost, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

9.1.1 the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and

9.1.2 information or assessment notices served on the Customer by any supervisory authority under the Data Protection Legislation.

9.2 n8n must notify the Customer immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

9.3 n8n must notify the Customer without undue delay if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection Legislation.

9.4 n8n will give the Customer its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.5 n8n must not disclose the Personal Data to any Data Subject or to a third party other than at the Customer's request or instruction, as provided for in this Agreement or as required by law.

10 TERM AND TERMINATION

10.1 This Agreement will remain in full force and effect so long as:

10.1.1 the Terms of Service remain in effect; or

10.1.2 n8n retains any Personal Data related to the Terms of Service in its possession or control ("**Term**").

10.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Terms of Service in order to protect Personal Data will remain in full force and effect.

10.3 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Terms of Service obligations, the parties will suspend the processing of Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data Processing into compliance with the Data Protection Legislation within 30 days, they may terminate the Terms of Service on written notice to the other party.

11 DATA RETURN AND DESTRUCTION

11.1 At the Customer's request, n8n will give the Customer a copy of or access to all or part of the Customer's Personal Data in its possession or control in a commonly accessible and electronic format determined by n8n.

11.2 On termination of the Terms of Service for any reason or expiry of its term, n8n will promptly securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any Personal Data related to this Agreement in its possession or control. This requirement shall not apply to Personal Data which n8n has archived on its backup systems which are not reasonably accessible, provided that such Personal Data is



deleted promptly in the event such backups become reasonably accessible (such as by n8n using those backups to restore its systems).

- 11.3 Clause 11.2 shall not apply to the extent any law, regulation, or government or regulatory body requires n8n to retain any documents or materials that n8n would otherwise be required to return or destroy.

12 RECORDS

- 12.1 n8n will keep detailed, accurate and up-to-date written records regarding any processing of Personal Data it carries out for the Customer, including but not limited to, the access, control and security of the Personal Data, approved subcontractors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 5.1 ("**Records**").

- 12.2 n8n will ensure that the Records are sufficient to enable the Customer to verify n8n's compliance with its obligations under this Agreement and n8n will provide the Customer with copies of the Records upon request.

13 AUDIT

- 13.1 No more than once during any consecutive 12 month period, on request from the Customer n8n will carry out an audit (whether by itself or its third-party representatives) to audit its compliance with this Agreement and provide the results to the Customer. Customer shall be entitled to ask questions of n8n related to compliance with Data Protection Legislation in advance of the audit, with n8n shall use its reasonable endeavours to respond to adequately when providing the audit results.

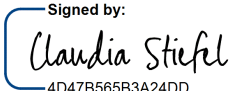
- 13.2 On the Customer's written request and at the Customer's cost, n8n will exercise relevant audit rights it has in connection with its subcontractors' compliance with their obligations regarding the Customer's Personal Data and provide the Customer with the audit results.

- 13.3 The audit rights set out at clauses 13.1 – 13.2 are the Customer's only contractual rights (and n8n's only obligations) in connection with the auditing of n8n's Processing of Personal Data. Save that nothing in this Agreement shall prevent or is intended to undermine the rights and powers granted to Data Subjects or Supervisory Authorities, and accordingly n8n shall submit to any audits required by a Supervisory Authority or Data Protection Law.



The parties' authorized signatories have duly executed this Agreement.

ON BEHALF OF N8N:

NAME	claudia stiefel, VP operations
COMPANY NAME AND ADDRESS	n8n GmbH, Novalisstr. 10, 10115 Berlin
SIGNED	Signed by:  4D47B565B3A24DD

ON BEHALF OF THE CUSTOMER:

CONTACT PERSON NAME	
CONTACT PERSON POSITION	
CONTACT PERSON EMAIL	
COMPANY NAME AND ADDRESS	
SIGNED	
DATE	

Appendix A**PERSONAL DATA PROCESSING PURPOSES AND DETAILS****1****DATA PROCESSING PURPOSES AND DETAILS**

Subject matter of processing:	n8n operates a workflow automation tool which enables customers to sync, transfer and transform data between different third-party services
Duration of Processing:	The processing of personal data shall endure for the duration of the customer's subscription term
Nature of Processing:	n8n provides its service to the Customer to facilitate the automation of workflows
Business Purposes:	The automation of internal business processes
Personal Data Categories:	Name, email address, password, billing address, credit card information, IP Address, API Key, access token, user identifiers, integration configuration, API logs, cookies
Data Subject Types:	The data controller may at its discretion submit personal data about subjects including but not limited to: employees, customers, vendors, service providers
Authorised Persons:	The holder of the n8n account.
n8n's legal basis for Processing outside the EEA	Standard Contractual Clauses



ANNEX I

We incorporate the SCCs by reference. Where there is a choice of governing law or a choice of forum and jurisdiction, we use Germany.

A. LIST OF PARTIES

Data exporter

Name: The exporter is the Customer specified in the Agreement

Address: specified in the Agreement

Contact person's name, position and contact details: specified in the Agreement

Activities relevant to the data transferred under these Clauses: processing data in relation to n8n's terms of service

Role: Controller

Signed: _____

Data importers

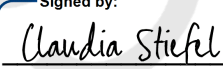
Name: n8n GmbH

Address: Novalisstr. 10, 10115 Berlin

Contact person's name, position and contact details: Jan Oberhauser, available at privacy@n8n.io

Activities relevant to the data transferred under these Clauses: processing data in relation to our Terms of Service

Role: Processor

Signed:  _____
4D47B565B3A24DD...

B. DESCRIPTION OF TRANSFER

MODULE TWO: Controller-to-Processor

Categories of data subjects whose personal data is transferred

Data subjects whose Personal Data is uploaded or otherwise provided by the data exporter to n8n.

Categories of personal data transferred



Personal Data that is submitted to n8n by the exporter. The categories of Personal Data are determined and controlled by the data exporter in its sole discretion.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None anticipated.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuously, for the length of the Agreement between the parties.

Nature of the processing

Personal Data transferred will be processed to (i) provide the n8n's product to the data exporter and fulfil the data importer's obligations under the Agreement; and (ii) comply with applicable law

Purpose(s) of the data transfer and further processing

Personal Data transferred will be processed to (i) provide n8n's product to the data exporter and fulfil the data importer's obligations under the Agreement; and (ii) comply with applicable law.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal Data will be retained for the length of time necessary to provide n8n's product under the Agreement and in accordance with n8n's data retention processes and as otherwise required by applicable law.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

n8n's sub-processors will process Personal Data to assist n8n in providing its product pursuant to the Agreement, for as long as needed for n8n to provide its product.

C. COMPETENT SUPERVISORY AUTHORITY

The Berlin Commissioner for Data Protection and Freedom of Information

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

A description of n8n's technical and organisational security measures can be found [here](#). n8n will not materially decrease the overall security of the service during a subscription term, and will notify the Customer of any substantial changes.

Sample

ANNEX III

LIST OF SUB-PROCESSORS

A list of sub-processors, together with a form to subscribe to updates about them can be found [here](#).

Sample