Data Processing Agreement (DPA) — FluxeHRa Full HR (+ E-Sign)

Edition: Full HR (SIRH) with native Fluxehra e-signature and optional DocuSign **Status:** Template for customer legal review (not legal advice). Customize with counsel before signature. **Version:** 2.0 — October 2026

FluxeHRa is a registered brand of **Foil Envie SAS**.

This DPA supplements the agreement between the customer ("Controller") and **Foil Envie SAS** ("Processor") for the **Full HR** product edition of FluxeHRa (multi-tenant HRIS + document e-signature).

No medical / health data. FluxeHRa does **not** process medical or occupational-health dossiers. Customers must **not** upload clinical records, medical certificates content intended as health data, or other data requiring French **HDS** (Hébergeur de Données de Santé) hosting. Standard EU hosting (Supabase Ireland / Vercel Dublin) applies; **HDS certification is not required** for this product scope and is **not** claimed.

By using the Full HR edition, the Controller agrees that this DPA governs processing under Regulation (EU) 2016/679 (GDPR).

---

1. Definitions

1. Terms have the meanings given in GDPR.
2. "Controller Instructions" means Service configuration, data the Controller enters/uploads, retention/deletion requests, and written instructions.
3. "Sub-processor" means another processor engaged by the Processor for the Service.
4. "Full HR edition" means the product mode that exposes Core HR and related HR modules together with Fluxehra e-signature (and optional DocuSign), as configured for the Controller's tenant (`product_edition = full`).

---

2. Scope and subject matter

1. **Subject matter:** Processing Personal Data in the Full HR edition: Core HR and enabled modules (Performance, Learning, Analytics, Compensation, Talent Pool / Recruitment stubs as activated), Document Management, and **Fluxehra e-signature** (employment contracts and other HR PDFs) and/or DocuSign when chosen.
2. **Nature and purpose:** Hosting, storage, retrieval, transmission, support, and e-signature workflows configured by the Controller.
3. **Roles:** Controller determines purposes and means; Processor processes on the Controller's behalf.

4. **Data subjects:** employees, managers, HR users, admins; candidates (employee-data-request); e-signature recipients (employees, company signatories, external signers).
5. **Duration:** subscription term plus deletion/return under Section 10.

Out of scope: medical / health data; dedicated HDS hosting; AES/QES identity proof for native Fluxehra e-signature (see `docs/esign-standards.md` — eIDAS SES + optional PAdES-B).

---

3. Processing on documented Controller Instructions

The Processor processes Personal Data only on documented Controller Instructions (modules, schemas, visibility, retention, envelopes sent, exports). Unlawful instructions will be flagged to the Controller promptly.

---

4. Processor obligations (Article 28 GDPR)

4.1 Confidentiality

Authorized persons are bound by confidentiality.

4.2 Security (Article 32)

Measures include: PostgreSQL RLS tenant isolation; application authorization; `ENC2::` field encryption for sensitive schema fields; private `documents` Storage under `org/{orgId}/…`; Supabase Auth + optional MFA for privileged roles; audit logs; Fluxehra e-signature hashed tokens/OTP, consent snapshot, evidence pack, optional PAdES-B seal; DocuSign Connect HMAC when that engine is used.

4.3 Assistance

Reasonable assistance for data-subject rights, DPIA support (see AIPD Full HR pack), and breach investigation.

---

5. Sub-processing

Current baseline (see also `/legal/subprocessors.md`):

Sub-processor	Purpose	Region / notes
Supabase	Database, Auth, Storage, Realtime	`eu-west-1` (Ireland)
Vercel	Next.js application & APIs	`dub1` (Dublin)
Axiom	Security SIEM telemetry (`SECURITY_EVENT` — no HR business payloads)	US East edge

Sub-processor	Purpose	Region / notes
Cloudflare Turnstile (optional)	Bot protection on selected auth flows	Cloudflare routing
Vercel Analytics / Speed Insights (optional)	Aggregated performance	`dub1`
Sentry (optional)	Technical error monitoring if configured	Depends on DSN
DocuSign Connect (optional)	Third-party e-signature when org chooses DocuSign instead of native Fluxehra e-signature	Customer DocuSign account
Customer SMTP / IdP / SFTP / webhooks	Customer-configured integrations	Customer region

Native **Fluxehra e-signature** is **not** a separate sub-processor (same stack).

---

6. International transfers

Primary production hosting is **EU/EEA** (Ireland / Dublin). Customer-chosen tools (SMTP, IdP, DocuSign, SFTP) are the Controller's responsibility for transfer assessments.

---

7. Personal Data breach

Notify Controller without undue delay after awareness; provide nature, likely consequences, and mitigation measures (phased updates as needed).

---

8. Audit and compliance

Reasonable documentation of processor compliance upon request (NDA may apply for non-public materials).

9–12. Confidentiality, return/deletion, term, liability

As in standard Art. 28 practice: delete/return on instruction at end of Service; DPA term follows subscription; liability follows the master agreement unless mandatory law prevails.

DSAR / retention: Full HR edition exposes DSAR export/anonymisation and retention purge tooling.

---

13. Governing law

Laws of **France**; exclusive jurisdiction of the **courts of Lyon, France**, unless mandatory law provides otherwise.

Annex A — Processing details (Full HR)

1. **Data types:** identity/contact; employment; compensation/performance/learning (if enabled); HR documents/PDFs; e-signature metadata (IP/UA, consent, hashes); **not** medical data.
2. **Operations:** collection, storage, consultation, transmission via configured integrations, e-signature completion, deletion/anonymisation.
3. **Access:** RLS + RBAC; private Storage paths.
4. **Locations:** Supabase PostgreSQL + Storage (`eu-west-1`); app on Vercel (`dub1`).

Annex B — Sub-processors

See Section 5 and `/legal/subprocessors.html`.

Contact & company

Foil Envie SAS — 8 rue Sylvestre, 69100 Lyon, France — RCS Lyon 949 663 124 — SIRET 94966312400012 — VAT FR56949663124 — contact@fluxehra.ai

Controller: _____ Date: _____ Processor: Foil Envie SAS (FluxeHRa) _____ Date: _____