

DATA PROCESSING AGREEMENT

Last updated May 19, 2022

This Data Processing Addendum (the “**Addendum**”) is between Newfold Digital, Inc. and/or its Affiliate (“**we**,” “**us**” or “**Data Processor**”) with whom you entered into an agreement or terms of service for the provision of services (the “**Terms of Service**”) and you (“**you**” or the “**Customer**” or “**Data Controller**”) and incorporates the terms and conditions set out herein. This Addendum supplements and forms part of the Terms of Service. Unless otherwise defined in this Addendum, all capitalized terms not defined in the Addendum will have the meanings given to them in the Terms of Service.

Customer questions relating to this Addendum may be addressed to us at privacy@newfold.com.

STANDARD TERMS FOR PROCESSING ADDENDUM

1. Definitions

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Data Processor. For purposes of this definition, “control” means ownership of more than fifty percent (50%) of the voting stock or equivalent ownership interest in an entity.

“**Applicable Data Protection Laws**” means:

- (i) Brazil's General Data Protection Law (**LGPD**);
- (ii) California Consumer Privacy Act and from January 1, 2023, as amended by the California Privacy Rights Act of 2020 (**CCPA**) Cal. Civ. Code 1798.100 et seq., implementing regulations;
- (iii) Canada's Federal Personal Information Protection and Electronic Documents Act (**PIPEDA**);
- (iv) Colorado Privacy Act (**CPA**);
- (v) European Union General Data Protection Regulation 2016/679 (**GDPR**), and the Privacy and Electronic Communications Directive 2002/58/EC;
- (vi) Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance;
- (vii) UK Data Protection Act 2018 (**DPA**), UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (as amended from time to time “Amendments”) (EU Exit) Regulations 2019 (together with the DPA, the **UK GDPR**), and the Privacy and Electronic Communications Regulations 2003;
- (viii) Virginia Consumer Data Protection Act (**CDPA**); and
- (ix) Any other relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument which implements any of the above or which otherwise relates to data protection, privacy or the use of Personal Data, in each case as applicable and in force from time to time, and as amended, consolidated, re-enacted or replaced from time to time.

“**Consumer**” has the meaning given in the CCPA, the CPA, and/or the CDPA, as applicable.

“**Controller to Processor Clauses**” means (i) in respect of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 2 (Controller to Processor); and (ii) in respect of transfers of Personal Data subject to the UK GDPR, the International

Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner, in each case as amended, updated or replaced from time to time.

“Data Subject” means individual identified or identifiable by the Personal Data.

“Personal Data” has the meaning given under the Applicable Data Protection Laws and which is provided by Data Controller to Data Processor for Processing on behalf of Data Controller pursuant to the Terms of Service.

“Process,” “Processed,” or “Processing” have the meaning given in the Applicable Data Protection Laws.

“Processor to Processor Clauses” means (i) in respect of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021 specifically including Module 3 (Processor to Processor); (ii) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner, in each case as amended, updated or replaced from time to time.

“Sell,” “Selling,” “Sale,” or “Sold” have the meaning given in the CCPA.

“Share,” “Sharing,” or “Shared” have the meaning given in the CCPA.

“Third Countries” means a country or territory that is not recognized under Applicable Data Protection Laws from time to time as providing adequate protection for Personal Data, including (i) in relation to Personal Data transfers subject to the GDPR, any country outside of the scope of the data protection laws of the European Economic Area, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data transfers subject to the UK GDPR, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.

2. Conditions of Processing

2.1 This Addendum governs the terms under which Data Processor will Process Personal Data on behalf of Data Controller. The Personal Data is processed solely for the purpose of providing you with certain services as part of the Terms of Service (“Services”), as set out in **Schedule 1** (Processing Details).

2.2 For Services that include the Processing of your Personal Data and your customer’s Personal Data, you are the Data Controller and we are the Data Processor.

2.3 In the event of any conflict or discrepancy between the terms of the Terms of Service and this Addendum, the terms of this Addendum shall prevail, to the extent of the conflict. In the event of any conflict or discrepancy between this Addendum and any applicable Controller to Processor Clauses or Processor to Processor Clauses, the terms of the Controller to Processor Clauses or Processor to Processor Clauses shall prevail to the extent of the conflict.

3. Data Processor's Obligations

3.1 Data Processor shall only Process Personal Data on behalf of Data Controller and in accordance with, and for the purposes set out in, the documented instructions received from Data Controller, unless required to Process such Personal Data by applicable law to which Data Processor is subject; in which case, Data Processor shall inform Data Controller of that legal requirement before Processing, unless such law prohibits such information on important grounds of public interest.

3.2 Data Processor shall ensure that its personnel who are authorized to Process or Sell Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.3 Data Processor shall implement such appropriate technical and organizational security measures which are detailed at <https://newfold.com/privacy-center/information-security-policy>, as amended, updated or replaced from time to time (the "Security Policy").

3.4 Data Processor shall notify Data Controller without undue delay upon receipt by Data Processor of a request from a Data Subject seeking to exercise any of their rights under Applicable Data Protection Laws (without responding to such request). Data Processor shall, at Data Controller's expense, assist Data Controller by appropriate technical and organizational measures, for the fulfillment of Data Controller's obligations to respond to any such requests by Data Subjects to exercise their rights under Applicable Data Protection Laws (including the right to transparency and information, the Data Subject access right, the right to rectification and erasure, the right to the restriction of processing, the right to data portability and the right to object to processing). Data Processor shall carry out a request from Data Controller to amend or correct any of the Personal Data to the extent necessary to allow Data Controller to comply with its responsibilities under Applicable Data Protection Laws. Further, Data Processor shall carry out a request from Data Controller to block, transfer or delete any of the Personal Data to the extent necessary to allow Data Controller to comply with its responsibilities as a Data Controller.

3.5 Data Processor shall, insofar as possible and at Data Controller's expense, assist Data Controller in carrying out its obligations under Applicable Data Protection Laws, including Articles 32 to 36 of the GDPR and the UK GDPR, with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Data Processor shall without undue delay notify Data Controller about any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data or any accidental or unauthorized access or any other event affecting the integrity, availability or confidentiality of Personal Data, to the extent required by Applicable Data Protection Laws.

3.6 Upon termination of the Processing of Personal Data by Data Processor and at the choice and expense of Data Controller, Data Processor shall either (i) delete all Personal Data and any copies thereof; or (ii) return all Personal Data to the Data Controller and delete existing copies, in each case unless otherwise permitted or required by applicable law to which Data Processor is subject. To the extent any Personal Data is "deidentified" or in the "aggregate" as those terms are defined or understood under Applicable Data Protection Laws, Data Processor may use such information for any commercial purpose in accordance with Applicable Data Protection Laws, including but not limited to developing analytics, and may retain, use and disclose such information for such purpose, without restriction.

3.7 Data Processor shall upon written request from Data Controller from time to time provide Data Controller with such information as is reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum. Data Processor shall, subject to reasonable advance notice, permit the Data Controller or a third-party auditor authorized by the Data Controller and which is not a competitor of Data Processor to carry out an audit and inspection of the processing of Personal Data by the Data Processor during normal Data Processor business hours. Data Processor may require a third-party auditor to enter into a confidentiality agreement before permitting it to carry out an audit or inspection. The auditing party shall bear its own costs in relation to such audit. The obligations set forth in this Section 3.7 shall only apply to Data Processor to the extent required by Applicable Data Protection Laws.

3.8 If and to the extent Data Controller is a “business” and Data Controller provides any “personal information” to Data Processor (business and personal information, each as defined by the CCPA) subject to the CCPA, the Parties acknowledge and agree that some information provided to Data Processor in connection with the Terms of Service may constitute “Personal Information” as defined under the CCPA. Terms defined and used under the CCPA and used in the applicable provisions of this Addendum shall be replaced as follows: “Personal Data” shall mean “Personal Information”; “Data Controller” shall mean “Business”; “Data Processor” shall mean “Service Provider” or “Contractor” as the case may be; and “Data Subject ” shall mean “Consumer”. As used in this Section 3.8, the term “Process,” “Processed,” or “Processing”, shall have the meaning as defined under the CCPA. Data Processor will Process Personal Data in accordance with the CCPA where applicable, and solely for the purpose of providing the Services as specified in the Terms of Service to Data Controller. If and to the extent Data Controller is a “business” and Data Controller provides any “personal information” to Data Processor (business and personal information, each as defined by the CCPA) subject to the CCPA, Data Processor will not otherwise (i) Process Personal Data for purposes other than those set forth in the Terms of Service or as instructed by Data Controller’s documented written instruction, to the extent feasible or required by CCPA; (ii) retaining, using, or disclosing the Personal Data for any purpose other than for the business purpose as specified in the Terms of Service, except as otherwise permitted by the CCPA; (iii) sell or share Personal Data; (iv) retain, use, or disclose Personal Data outside of the direct business relationship between Data Processor and Data Controller, except as otherwise permitted by the CCPA; or (v) from January 1, 2023, combining the Personal Data with any other information it receives from or on behalf of a third party or collects from its own interaction with a Data Subject except as otherwise permitted under the CCPA and regulations adopted by the California Privacy Protection Agency. Data Processor certifies that it understands these restrictions and will comply with them. If Data Processor must Process Personal Data as otherwise required by applicable law, Data Processor shall inform Data Controller of that legal requirement before Processing Personal Data, unless that law prohibits such disclosure on important grounds of public interest.

3.9 From January 1, 2023, if and to the extent Data Controller is a “controller” and Data Controller provides any “personal data” to Data Processor (controller and personal data, each as defined by the CDPA) subject to the CDPA, the Parties acknowledge and agree that some information provided to Data Processor in connection with the Terms of Service may constitute “Personal Data” as defined under the CDPA. Terms defined and used under the CDPA and used in the applicable provisions of this Addendum shall be replaced as follows: “Data Controller” shall mean “Controller”; “Data Processor” shall mean “Processor”; and “Data Subject ” shall mean “Consumer”. As used in this Section 3.9, the term “Process,” “Processing,” or “Personal Data” shall have the meaning as defined under the CDPA. From January 1, 2023, if and to the extent Data Controller is a “controller” and Data Controller provides any “personal data” to Data Processor (controller and personal data, each as defined by the CDPA) subject to the CDPA, Data Processor will Process Personal Data in accordance with Annex I, except as otherwise permitted by the CDPA and to the extent feasible or required by the CDPA. From January 1, 2023, if and to the extent Data Controller is a “controller” and Data Controller provides any “personal data” to Data Processor (controller and personal data, each as defined by the CDPA) subject to the CDPA, Data Processor will (i) ensure that each person Processing Personal Data is subject to a duty of confidentiality with respect to the Personal Data; (ii) at

Data Controller direction, delete or return (at Data Controller's sole cost and expense) all Personal Data to the Data Controller as requested at the end of the provision of Services, unless retention of the Personal Data is required by law; (iii) upon the reasonable request of the Data Controller, but in no event once annually, make available to the Data Controller all information in Data Processor's possession necessary to demonstrate Data Processor's compliance with the obligations in this Section 3.9; and (iv) in so far as reasonably practicable and taking into account the information available to Data Processor and the nature of the Data Processor's nature of Processing: (1) reasonably assist Data Controller with response to Data Subject requests pursuant to the CDPA, (2) reasonably assist the Data Controller in meeting the Data Controller's obligations in relation to (a) the security of Processing the Personal Data and (b) the notification of a breach of security of the system of the Data Processor pursuant to the CDPA, and (3) provide necessary information to enable the Data Controller to conduct and document data protection assessments pursuant to the CDPA. Data Processor certifies that it understands these restrictions and will comply with them. If Data Processor must Process Personal Data as otherwise required by applicable law, Data Processor shall inform Data Controller of that legal requirement before Processing Personal Data, unless that law prohibits such disclosure on important grounds of public interest.

3.10 From July 1, 2023, if and to the extent Data Controller is a "controller" and Data Controller provides any "personal data" to Data Processor (controller and personal data, each as defined by the CPA) subject to the CPA, the Parties acknowledge and agree that some information provided to Data Processor in connection with the Terms of Service may constitute "Personal Data" as defined under the CPA. Terms defined and used under the CPA and used in the applicable provisions of this Addendum shall be replaced as follows: "Data Controller" shall mean "Controller"; "Data Processor" shall mean "Processor"; and "Data Subject " shall mean "Consumer". As used in this Section 3.10, the term "Process," "Processing," or "Personal Data" shall have the meaning as defined under the CPA. From July 1, 2023, if and to the extent Data Controller is a "controller" and Data Controller provides any "personal data" to Data Processor (controller and personal data, each as defined by the CPA) subject to the CPA, Data Processor will Process Personal Data in accordance with Annex I, except as otherwise permitted by the CPA and to the extent feasible or required by the CPA. From July 1, 2023, if and to the extent Data Controller is a "controller" and Data Controller provides any "personal data" to Data Processor (controller and personal data, each as defined by the CPA) subject to the CPA, Data Processor will (i) ensure that each person Processing Personal Data is subject to a duty of confidentiality with respect to the Personal Data; (ii) at Data Controller direction, delete or return (at Data Controller's sole cost and expense) all Personal Data to the Data Controller as requested at the end of the provision of Services, unless retention of the Personal Data is required by law; (iii) upon the reasonable request of the Data Controller, but in no event once annually, make available to the Data Controller all information in Data Processor's possession necessary to demonstrate Data Processor's compliance with the obligations in this Section 3.10; and (iv) in so far as reasonably possible and taking into account the information available to Data Processor and the nature of the Data Processor's nature of Processing: (1) reasonably assist Data Controller with response to Data Subject requests pursuant to the CPA, (2) reasonably assist the Data Controller in meeting the Data Controller's obligations in relation to (a) the security of Processing the Personal Data and (b) the notification of a breach of security of the system of the Data Processor pursuant to the CPA, and (3) provide necessary information to enable the Data Controller to conduct and document data protection assessments pursuant to the CPA. Data Processor certifies that it understands these restrictions and will comply with them. If Data Processor must Process Personal Data as otherwise required by applicable law, Data Processor shall inform Data Controller of that legal requirement before Processing Personal Data, unless that law prohibits such disclosure on important grounds of public interest.

International Data Transfers

3.11 Data Controller acknowledges and agrees that Data Processor may, or may appoint an Affiliate or third-party subprocessor to, Process the Data Controller's Personal Data in a Third Country, provided that it ensures that such Processing takes place in accordance with the requirements of Applicable Data Protection Laws.

3.12 To the extent Data Processor does Process Personal Data subject to the GDPR or the UK GDPR in a Third Country or permit any third party including its subcontractors to Process such Personal Data in any Third Country, and it or they are acting as data importer, Data Controller shall comply with the data exporter's obligations set out in the Controller to Processor Clauses, which are hereby incorporated into and form part of this Addendum, and Data Processor shall comply with the data importer's obligations set out in the Controller to Processor Clauses, and

- (i) for the purposes of Annex I or Part 1 (as relevant) of such Controller to Processor Clauses, the parties and processing details set out in **Schedule 1** (Processing Details) shall apply, and the Start Date is the Effective Date;
- (ii) if applicable, for the purposes of Part 1 of such Controller to Processor Clauses, the relevant Addendum EU SCCs (as such term is defined in the applicable Controller to Processor Clauses) are the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021 (Module 2) as incorporated into this Agreement by virtue of this Clause 0;
- (iii) for the purposes of Annex II or Part 1 (as relevant) of such Controller to Processor Clauses, the technical and organisational security measures set out in the Security Policy shall apply; and
- (iv) if applicable, for the purposes of: (i) Clause 9 of such Controller to Processor Clauses, Option 2 ("General written authorization") is deemed to apply and a notice period of 10 days shall apply; (ii) Clause 11(a) of such Controller to Processor Clauses, the optional wording in relation to independent dispute resolution is deemed to be omitted; (iii) Clause 13 and Annex I.C, the competent supervisory authority shall be the Dutch Supervisory Authority (Autoriteit Persoonsgegevens); (iv) Clause 17, Option 1 is deemed to be selected and the governing law shall be Dutch laws; (v) Clause 18, the competent courts shall be the courts of the Netherlands; (vi) Part 1 of such Controller to Processor Clauses, Data Processor as importer may terminate the Controller to Processor Clauses pursuant to Section 19 of such Controller to Processor Clauses.

3.13 Data Controller acknowledges and agrees that Data Processor may appoint an affiliate or third party subcontractor to Process the Data Controller's Personal Data in a Third Country, in which case the Data Processor shall execute the Processor to Processor Clauses with any relevant subcontractor (including affiliates) it appoints on behalf of the Data Controller.

3.14 Data Controller acknowledges and agrees that Data Processor relies solely on Data Controller for direction as to the extent to which Data Processor is entitled to access, use, Process and Sell the Personal Data. Consequently, subject to applicable law, Data Processor is not liable for any claim brought by Data Controller or a Data Subject arising from any action or omission by Data Processor to the extent that such action or omission resulted from Data Controller's instructions.

4. Data Controller's Obligations

4.1 Data Controller warrants that it has complied and continues to comply with the Applicable Data Protection Laws, in particular that it has obtained any necessary consents or given any necessary notices, and otherwise has a legitimate ground to disclose Personal Data to Data Processor and enable the Processing of Personal Data by the Data Processor as set out in this Addendum and as envisaged by the Terms of Service.

4.2 Data Controller agrees that it will indemnify and hold harmless Data Processor on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Data Processor arising directly or indirectly from a breach of this Section 4 or any Applicable Data Protection Laws.

5. Sub-Processing

Data Controller consents to Data Processor engaging the third-party subprocessors listed at <https://newfold.com/privacy-center/third-party-data> (which may be updated from time to time in accordance with this Addendum), elsewhere on Data Processor's website or as otherwise notified to Data Controller by Data Processor, to process the Personal Data. Data Processor shall provide Data Controller with 10 days prior notice of any intended changes to Data Processor's subprocessors (including by posting such notice on its website), during which time Data Controller may object to any such amendment. To the extent required by Applicable Data Protection Law, Data Processor shall ensure that it has a written agreement in place with all subprocessors which contains obligations on such subprocessors which are no less onerous than the obligations on Data Processor under this Addendum.

6. Term and Termination

We may amend this Addendum from time to time due to changes in Applicable Data Protection Laws or as otherwise determined by us in our commercially reasonable discretion. Any amendment will become effective upon notification to you (by email or by posting on our website) and, if you do not agree to any such amendment, you should stop using the Services and contact us to cancel your account.

Termination of this Addendum shall be governed by the Terms of Service.

7. Law and Jurisdiction

This Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in all respects in accordance with the laws of the State of Florida and each of Data Controller and Data Processor hereby submits to the jurisdiction of the federal or state courts located in the County of Duval, Florida.

Schedule 1
PROCESSING DETAILS

A. LIST OF PARTIES

Data exporter(s):

The Customer under the Terms of Service, entered into between the Data Importer and Data Exporter.

Activities relevant to the data transferred under this Addendum are as identified in the Terms of Service and other relevant agreements applicable to the Services provided to the Data Exporter by the Data Importer.

Role: Data Controller

Data importers(s):

Name: Newfold Digital, Inc. and/or the relevant Newfold Digital Affiliate

Address: *5335 Gate Pkwy, Jacksonville, FL 32256, U.S.A.*

Contact: Data Protection Officer, privacy@newfold.com

Role: Data Processor

B. DESCRIPTION OF TRANSFER

The subject matter of the data processing covered by this Addendum is the Personal Data, which is processed for the purposes of the Terms of Service and this Addendum. The Personal Data is processed solely for the purpose of providing the services described in the Terms of Service for the duration thereof. The nature of the processing consists of that which is required in order to provide the Services requested by the Data Exporter.

The categories of Personal Data transferred and categories of data subjects whose personal data is transferred include:

- (i) identification and contact information (such as name, email address, address, title and contact details) of Data Controller and Data Controller's customer and other contacts;
- (ii) Data Controller's purchase information, including payment method, products purchased, and billing information; and
- (iii) information gathered in connection with the provision of Services to Data Controller, including analytics, social networking information, device information, and browser information of both Data Controller and Data Controller's customers and other contacts.

The frequency of the transfer is ongoing and according to the Terms of Service.

The subject matter, the nature, and duration of processing by relevant subprocessors is as set out in this Schedule 1 and as permitted by this Addendum. For example, this includes providing you with customer service, fraud detection and deterrence or access to advertising assets and providing us with information technology and storage services) or to assist us in our own marketing and advertising activities (including providing us with analytic information and search engine optimization services). Additional information about certain third-party service providers we share Personal Information with is available here:

<https://newfold.com/privacy-center/third-party-data>. Our contracts with such third parties prohibit them from using any of your Personal Data for any purpose beyond the purpose for which it was shared. If you

purchase a product or service from a third-party through one of our brands, we will pass your Personal Data to such third-party in order for them to fulfill your order. Data retention period is defined by the Terms of Service.