

DATA PROCESSING ADDENDUM

Last updated May 19, 2022

This Data Processing Addendum (the “**Addendum**”) supplements and forms part of the Master Services Agreement, Statement of Work(s) and all other agreements governing the **Services** (collectively referred to as the “**MSA**”) entered into by Newfold Digital, Inc. and/or its Affiliates (“**Buyer**” or “**Data Controller**”) and **Supplier** (“**Supplier**” or “**Data Processor**”). Unless otherwise defined in this Addendum, all capitalized terms not defined in the Addendum will have the meanings given to them in the MSA.

This Addendum is put in place to ensure that Supplier, as Data Processor, Processes the Personal Data of the Buyer, as Data Controller, according to the Buyer’s instructions and in compliance with Applicable Data Protection Laws.

The parties to this Addendum hereby agree to be bound by the terms and conditions as applicable with effect from the effective date of the MSA (the “**Effective Date**”). Buyer may amend this Addendum from time to time due to changes in Applicable Data Protection Laws or as otherwise determined by Buyer using commercially reasonable discretion. Notwithstanding the terms of the MSA, any amendment to this Addendum will become effective upon notification to Supplier (by email to a relevant email address as provided by Supplier to Buyer, or by posting on Buyer’s website) and through Supplier’s continued performance of the services pursuant to the MSA.

Supplier questions relating to this Addendum may be addressed to Buyer 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 Buyer. 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 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 MSA.

“**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.

“**Services**” means services as identified in the MSA.

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

“**Third Country (ies)**” 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 is required to Process Personal Data on behalf of Data Controller.

2.2 The Personal Data is processed solely for the purpose of providing the goods and Services described in the MSA for the duration thereof, as set out in **Schedule 1** (Processing Details).

2.3 In the event of any conflict or discrepancy between the terms of the MSA 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. Supplier/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 from time to time. If Data Processor cannot provide such compliance for whatever reason (including if the instruction violates Applicable Data Protection Laws), it agrees to inform Data Controller of its inability to comply as soon as reasonably practicable by emailing privacy@newfold.com, 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 the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.3 Data Processor shall implement appropriate technical and organizational security measures, including those measures set out in Schedule 2 (Technical and Organization Security Measures to Ensure the Security of the Data), and shall continue to comply with such measures during the term of this Addendum.

3.4 Data Processor shall notify Data Controller promptly 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 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 promptly notify Data Controller at privacy@newfold.com 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, as required by Applicable Data Protection Laws. Data Processor shall assist Data Controller in remediating or mitigating any potential damage to Personal Data as a result of any such breach.

3.6 Upon termination of the Processing of Personal Data by Data Processor and at the choice of Data Controller, Data Processor shall either (i) promptly delete all Personal Data and any copies thereof; or (ii) promptly return all Personal Data to Data Controller and delete existing copies unless otherwise required by (and only to the extent required by) Applicable Data Protection Laws.

3.7 Data Controller may collect voluntary disclosures from Data Processor or request Data Processor to provide an expert opinion that proves compliance with their obligations under this Addendum or Applicable Data Protection Laws, or to otherwise make available to Data Controller all information necessary to demonstrate compliance with this Addendum or Applicable Data Protection Laws. Data Processor shall, subject to reasonable advance notice, permit Data Controller or a third-party authorized by 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 Data Processor for the purposes of monitoring compliance with Data Processor's obligations under this Addendum, 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.

3.8 Data Processor shall take all steps reasonably requested by Data Controller to ensure that the Personal Data is processed in compliance with Applicable Data Protection Laws, including (i) any guidance on the interpretation of its provisions once it takes effect; or (ii) if changes to the membership status of a country in the European Union or the European Economic Area require modification to this Addendum, Data Processor will negotiate such modifications in good faith.

3.9 The Parties acknowledge and agree that some information provided to Data Processor in connection with the MSA 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"; and "Data Subject" shall mean "Consumer". 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 MSA to Data Controller. Data Processor will not otherwise (i) process Personal Data for purposes other than those set forth in the MSA 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 specific purpose of performing the Services; (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; or (v) retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the Services 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. If Data Processor obtains any Sensitive Personal Information (as defined under the CCPA), then in addition to the above, Data Processor shall not use such Sensitive Personal Information for any other purpose other than those set forth in the MSA or as instructed by Data Controller's documented written instruction. 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 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". Data Processor will not otherwise process Personal Data for purposes other than those set forth in the MSA or as instructed by Data Controller’s documented written instruction, to the extent feasible or required by CDPA, and solely for the purpose of providing the Services as specified in Annex I to Data Controller. 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 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 accordance with the CDPA: (1) assist Data Controller with response to Data Subject requests pursuant to the CDPA, (2) 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, and (3) provide information as necessary 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.

3.11 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". Data Processor will not otherwise process Personal Data for purposes other than those set forth in the MSA or as instructed by Data Controller’s documented written instruction, to the extent feasible or required by CPA, and solely for the purpose of providing the Services as specified in Annex I to Data Controller. 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 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 3.11; and (iv) in accordance with the CPA: (1) assist Data Controller with response to Data Subject requests pursuant to the CPA, (2) 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, and (3) provide information as necessary 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

3.12 Data Controller acknowledges and agrees that Data Processor may, or may appoint an Affiliate or third-party subprocessor to, Process 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, the MSA and this Addendum.

3.13 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 Processor shall:

- (i) comply with the data importer's obligations set out in the Controller to Processor Clauses, which are hereby incorporated into and form part of this Agreement, and:
 - (A) 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;
 - (B) 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 Section 3.13;
 - (C) 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 Schedule 2 (Technical and Organization Security Measures to Ensure the Security of the Data); and
 - (D) 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 30 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 included; (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 Controller as exporter may terminate the Controller to Processor Clauses pursuant to Section 19 of such Controller to Processor Clauses;
- (ii) execute the Processor to Processor Clauses with any relevant sub-processor or subcontractor (including Affiliates) it appoints on behalf of Data Controller;
- (iii) at Data Controller's request (from time to time), enter separately into the Controller to Processor Clauses with Data Controller; and
- (iv) if agreed between Data Controller and Data Processor, take any other alternative or additional steps reasonably requested by Data Controller in order to ensure that such Processing takes place in accordance with the requirements of Applicable Data Protection Laws.

3.14 To the extent Data Processor Processes Personal Data in a Third Country or permits any third party including its subcontractors to Process Personal Data in any Third Country, other than as described in Section 3.13, Data Processor shall, and shall procure that any relevant third party shall, comply with Applicable Data Protection Laws in relation to such Personal Data transfers. To the extent required by

Applicable Data Protection Laws, the Parties agree that the Controller to Processor Clauses; the processing details set out in Schedule 1; and the description of technical and organizational security measures set out in Schedule 2, shall apply mutually for the benefit of such transfer or Third Country Processing.

4. Sub-Contracting

Data Controller consents to Data Processor engaging the third-party subprocessors listed on Data Processors website or otherwise notified to Data Controller by Data Processor to process the Personal Data solely to the extent necessary for the purposes of providing the Services. Data Processor shall provide Data Controller with 30 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. Data Processor shall ensure that it has a written agreement in place with all subprocessors which contains obligations on the subprocessors which are no less onerous on the relevant subprocessor than the obligations on Data Processor under this Addendum. Data Processor remains liable for the Processing under the terms of this Addendum and the MSA, including Processing carried out by its subprocessors.

5. Termination

Termination of this Addendum shall be governed by the MSA.

6. 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):

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

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

Role: Data Controller

Data importer(s):

See MSA between Data Importer and Data Exporter.

Role: Data Processor

B. DESCRIPTION OF TRANSFER

- i. The subject matter of the data processing covered by this Addendum is the Personal Data, processed for the purposes of the MSA and this Addendum. The Personal Data is processed solely for the purpose of providing the goods and services described in the MSA for the duration thereof. The nature of the Processing consists of collecting, analyzing, and utilizing the data to perform the services set forth in the MSA. Personal Data that may be Processed under this MSA may belong to the following Data Subjects without limitation: (i) Buyer's customers, business partners and vendors; (ii) employees of Buyer's customers, business partners and vendors; and (iii) Buyer's employees, agents, advisors and freelancers.
- ii. The Personal Data Processed may include, but is not limited to: (i) identification and contact information (such as name, address, title and contact details) of Buyer's customers, business partners and vendors; (ii) identification and contact information of employees of Buyer's customers, business partners and vendors; (iii) identification and contact information of Buyer's employees, agents, advisors, freelancers; and/or (iv) IT information such as IP addresses and cookies data of the Data Subjects listed in this clause.

- iii. 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.

Schedule 2

**TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY
OF THE DATA**

For a description of processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing see MSA.