Customer Data Processing Agreement

This Customer Data Processing Agreement reflects the requirements of the European Data Protection Regulation ("GDPR") as it comes into effect on May 25, 2018. Bench´s products and services offered in the European Union are GDPR ready and this DPA provides you with the necessary documentation of this readiness.

This Data Processing Agreement ("DPA") is an addendum to the Master Services Agreement ("Agreement") between Bench Media Pty Ltd or Bench APAC Pte Ltd as applicable ("Bench") and the Customer. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. Customer enters into this DPA on behalf of itself and, to the extent required under Data Protection Laws, in the name and on behalf of its Authorized Affiliates (defined below).

The parties agree as follows:

1. Definitions

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

"Authorized Affiliate" means any of Customer Affiliate(s) permitted to or otherwise receiving the benefit of the Services pursuant to the Agreement.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.

"Controller" means an entity that determines the purposes and means of the processing of Personal Data.

"Customer Data" means any data that Bench and/or its Affiliates processes on behalf of Customer in the course of providing the Services under the Agreement.

"Data Protection Laws" means all data protection and privacy laws and regulations applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

"EU Data Protection Law" means (i) prior to May 25, 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to

the processing of Personal Data and on the free movement of such data ("Directive") and on and after May 25, 2018, Regulation 2016/679 of the European Parliament and of the Council 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) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (in each case, as may be amended, superseded or replaced).

"Personal Data" means any Customer Data relating to an identified or identifiable natural person to the extent that such information is protected as personal data under applicable Data Protection Law.

"Processor" means an entity that processes Personal Data on behalf of the Controller.

"Processing" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"SCCs" means the standard contractual clauses for processors as approved by the European Commission or Swiss Federal Data Protection Authority (as applicable) which are incorporated into this DPA.

"Security Incident" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

"Services" means any product or service provided by Bench to Customer pursuant to and as more particularly described in the Agreement.

"Sub-processor" means any Processor engaged by Bench or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or any Bench Affiliate.

2. Scope and Applicability of this DPA

2.1 This DPA applies where and only to the extent that Bench processes Personal Data on behalf of the Customer in the course of providing the Services and such Personal Data is subject to Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom. The parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

2.2 Role of the Parties. As between Bench and Customer, Customer is the Controller of Personal Data and Bench shall process Personal Data only as a Processor on behalf of Customer. Nothing in the Agreement or this DPA shall prevent Bench from using or sharing any data that Bench would otherwise collect and process independently of Customer's use of the Services.

2.3 Customer Obligations. Customer agrees that (i) it shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Personal Data and any processing instructions it issues to Bench; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Bench to process Personal Data and provide the Services pursuant to the Agreement and this DPA.

2.4 Bench Processing of Personal Data. As a Processor, Bench shall process Personal Data only for the following purposes: (i) processing to perform the Services in accordance with the Agreement; (ii) processing to perform any steps necessary for the performance of the Agreement; and (iii) to comply with other reasonable instructions provided by Customer to the extent they are consistent with the terms of this Agreement and only in accordance with Customer's documented lawful instructions. The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to Bench in relation to the processing of Personal Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and Bench.

2.5 Nature of the Data. Bench handles Customer Data provided by Customer. Such Customer Data may contain special categories of data depending on how the Services are used by Customer. The Customer Data may be subject to the following process activities: (i) storage and other processing necessary to provide, maintain and improve the Services provided to Customer; (ii) to provide customer and technical support to Customer; and (iii) disclosures as required by law or otherwise set forth in the Agreement.

2.6 Bench Data. Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that Bench shall have a right to use and disclose data relating to and/or obtained in connection with the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered personal data under Data Protection Laws, Bench is the Controller of such data and accordingly shall process such data in compliance with Data Protection Laws.

3. Subprocessing

3.1 Authorized Sub-processors. Customer agrees that Bench may engage Sub-processors to process Personal Data on Customer's behalf. The Sub-processors currently engaged by Bench and authorized by Customer are listed in Annex A and can be requested by Customer.

3.3 Sub-processor Obligations. Bench shall: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Personal Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Bench to breach any of its obligations under this DPA.

3.4 Changes to Sub-processors. Bench shall update the list of Authorized Sub-processors from time to time and the Customer shall have deemed to accept any changes by accepting the Master Services Agreement with Bench.

3.5 Objection to Sub-processors. Customer may object in writing to Bench's appointment of a new Sub-processor on reasonable grounds relating to data protection by notifying Bench promptly in writing within five (5) calendar days of receipt of Bench's notice in accordance with Section 3.3. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss such concerns in good faith with a view to achieving commercially reasonable resolution. If this is not possible, either party may terminate the applicable Services that cannot be provided by Bench without the use of the objected-to-new Sub-processor.

4. Security

4.1 Security Measures. Bench shall implement and maintain appropriate technical and organizational security measures to protect Personal Data from Security Incidents and to preserve the security and confidentiality of the Personal Data, in accordance with Bench's security standards described in Annex B ("Security Measures").

4.2 Confidentiality of Processing. Bench shall ensure that any person who is authorized by Bench to process Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

4.3 Security Incident Response. Upon becoming aware of a Security Incident, Bench shall notify Customer without undue delay and shall provide timely information relating

to the Security Incident as it becomes known or as is reasonably requested by Customer.

4.4 Updates to Security Measures. Customer acknowledges that the Security Measures are subject to technical progress and development and that Bench may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.

5. Security Reports and Audits

5.1 Bench shall maintain records of its security standards. Upon Customer's written request, Bench shall provide (on a confidential basis) copies of relevant certifications, audit report summaries and/or other documentation reasonably required by Customer to verify Bench's compliance with this DPA. Bench shall further provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires, that Customer (acting reasonably) considers necessary to confirm Bench's compliance with this DPA, provided that Customer shall not exercise this right more than once per year.

6. International Transfers

6.1 Processing Locations. Bench stores and processes EU Data (defined below) in data centers located inside and outside the European Union. All other Customer Data may be transferred and processed in the United States and anywhere in the world where Customer, its Affiliates and/or its Sub-processors maintain data processing operations. Bench shall implement appropriate safeguards to protect the Personal Data, wherever it is processed, in accordance with the requirements of Data Protection Laws.

6.2 Transfer Mechanism: Notwithstanding Section 6.1, to the extent Bench processes or transfers (directly or via onward transfer) Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland ("EU Data") in or to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, the parties agree to abide by and process EU Data in compliance with the SCCs in the form set out in Annex B. For the purposes of the descriptions in the SCCs, Bench agrees that it is the "data importer" and Customer is the "data exporter" (notwithstanding that Customer may itself be an entity located outside Europe). Customer hereby authorises any transfer of EU Data to, or access to EU Data from, such destinations outside the EU subject to any of these measures having been taken.

7. Return or Deletion of Data

7.1 Upon deactivation of the Services, all Personal Data shall be deleted within 90 days subject to full customer payment of any outstanding invoices, save that this requirement shall not apply to the extent Bench is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which such Personal Data Bench shall securely isolate and protect from any further processing, except to the extent required by applicable law.

8. Cooperation

8.1 To the extent that Customer is unable to independently access the relevant Personal Data within the Services, Bench shall (at Customer's expense) take into account the nature of the processing, provide reasonable cooperation to assist Customer by appropriate technical and organizational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to Bench, Bench shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Bench is required to respond to such a request, Bench shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

8.2 To the extent Bench is required under Data Protection Law, Bench shall (at Customer's expense) provide reasonably requested information regarding Bench's processing of Personal Data under the Agreement to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

9. Miscellaneous

9.1 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

9.2 This DPA is a part of and incorporated into the Agreement so references to "Agreement" in the Agreement shall include this DPA.

9.3 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

9.4 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

Annex A - List of Bench Sub-processors

Available upon request

Standard Contractual Clauses

Execution of the Agreement by the Customer includes execution of these Standard Contractual Clauses.

2010 standard contractual clauses for the transfer of personal data in providing the Services to third countries (controller to processor transfers) incorporated into the DPA under clause 6.2. Capitalised terms used but not defined in the Clauses shall have the meanings given to them in the Agreement and the DPA between the data exporter and the data importer.

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Bench Media Pty Ltd, a company incorporated in Australia (hereinafter the "data importer") and Client (hereinafter the "data exporter") each a "party"; together "the parties", HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex 1.

Clause 1

Definitions

For the purposes of the Clauses:

- 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- 'the data exporter' means the controller who transfers the personal data;
- 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

- 'the Data Protection Law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the Data Protection Law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the Data Protection Law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the Data Protection Law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:
      (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
      (ii)   any accidental or unauthorised access, and
      (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such

commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
    - to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
    - to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the Data Protection Law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the Data Protection Law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is the Customer and the user of the Services.

Data importer

The data importer is Bench Media Pty Ltd and the provider of the Services.

Data subjects

The personal data transferred concern the following categories of data subjects:

The personal data transferred by the data exporter is determined and controlled by the data exporter, in its sole discretion, and may include (without limitation) the personal data of:

- Employees, contractors and temporary workers (current, former, prospective) of data exporter;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Customers, clients, visitors, users and other data subjects of data exporter's goods, services and applications;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);

Categories of data

The personal data transferred concern the following categories of data:

The personal data that may be transferred by the data exporter is determined and controlled by the data exporter, in its sole discretion, and may include (without limitation) the following categories of personal data:

Any data (including personal data) inputted into the Services by a Customer, which may include basic personal information, contact details, identity documents, employment details, images and video, authentication data, commercial information, location data, device identification, internet activity and so on.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Not applicable

Processing operations

The personal data transferred will be subject to the following basic processing activities:

The personal data transferred is processed by the data importer to provide the Services pursuant to the Agreement and the DPA, and in accordance with the processing activities described in the Agreement and the DPA.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer shall implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. That shall include:

1. ensuring any of its employees or agents or other persons to whom it provides access to personal data are obliged to keep it confidential;
2. where we are provided hashed personal data, we shall keep it hashed;
3. measures to ensure the ongoing confidentiality, integrity, availability and resilience of the data importer's systems and services;
4. 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. assisting data exporter to comply with its own data security obligations under applicable legislation.

Data importer shall notify data exporter promptly should it become aware of a security breach leading to the accidental or unauthorised loss, alteration or disclosure of personal data (a "**Security Breach**"). data exporter shall promptly:

provide any information needed or requested by data exporter including a description of the nature of the Security Breach, the volume and type of personal data affected, the categories and approximate number of individuals concerned and the likely consequences of the Security Breach; and

take all measures necessary to address the Security Breach, mitigate its effects and prevent further breaches, and provide details of those measures to data exporter