

## Data Health Check Agreement

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these General Terms the following definitions shall apply:

- "Agreement"** these General Terms and the Schedules, which in the case of conflict rank in the order of precedence set out above unless expressly stated.
- "Applicable Data Protection Law(s)"** means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, and including, as applicable, (i) Regulation 2016/679 (General Data Protection Regulation) (the **"EU GDPR"**); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); (iii) any and all applicable national law made under or pursuant to (i) or (ii); (iv) the EU GDPR as it is saved and incorporated into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the **"UK GDPR"**); (v) the California Consumer Privacy Act 2018 (the **"CCPA"**) (as detailed at Schedule 3) any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in the United States.
- "Business Day"** means Monday to Friday (excluding public holidays).
- "Client"** means the organisation, firm, company or public authority that receives the DHC provided by GBG.
- "Client Data"** any data or information provided to GBG by the Client, including the data provided for processing including, where relevant, any personal data.
- "Data Supplier"** means GBG's third party data suppliers that provide Supplier Data for use in the DHC.
- "DHC Start Date"** means the date which GBG receives the Client Data.
- "GBG"** means Loqate, Inc.: 3101 Park Blvd, Suite 01-105 Palo Alto, CA 94306-2233.
- "Intellectual Property Rights"** means (i) patents, rights to inventions, rights in designs, trademarks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; (ii) all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognized in the future; and (iii) all applications, extensions and renewals to any such rights.
- "Results"** means all information provided to a Client by GBG.
- "Party"** means a party to this Agreement and **"Parties"** shall be construed accordingly.
- "Client Representative"** means anyone who has been given access to the Results by the Client in accordance with the terms of this Agreement.
- "Data Health Check (DHC)"** means the processing and enhancement of Client Data by GBG and the delivery of the statistical report to the Client.
- "Supplier Data"** means any data provided to GBG by the Data Supplier for use in the DHC.

1.2 References to clauses, sections and appendices are to clauses, sections and appendices of this Agreement.

1.3 A reference to "writing" or "written" does not include electronic mail or facsimiles.

#### 2. TERM OF THE AGREEMENT

2.1 This Agreement will start on the DHC Start Date and will continue until the Results are provided to the Client, unless terminated in accordance with clause 8 of these General Terms.

#### 3. PROVISION OF THE DHC

- 3.1 The Client acknowledges and accepts that delivery of the DHC will be dependent upon the Client's timely cooperation with GBG as well as other factors outside of GBG's reasonable control.
- 3.2 The Client:
- Is responsible for delivering the Client Data to GBG, in a readable condition, within the delivery timescales agreed and in the manner, quantity and form agreed; and
  - Will use secure file transfer protocols ("FTP") to transfer the Client Data to GBG and observe any additional instruction relating thereto.
- 3.3 Subject to the Client's compliance with clause 3.2 above, GBG will process the Client Data and will return Results to the Client via secure FTP.
- 3.4 The Client acknowledges that Client Data may be scanned for viruses and malware. Any Client Data that is found to contain such items will not be processed. GBG will not be liable to reprocess any Client Data for any reason whatsoever.
- 3.5 GBG shall not be liable for deletion or destruction of or for damage to the Client Data and the Client should retain duplicates.
- 3.6 The Client is responsible for the acts and omissions of all Client Representatives and is liable for any failure by a Client Representative to perform or observe the terms and conditions of this Agreement including without limitation to the reasonable instructions issued by GBG.
- 3.7 GBG may refuse to carry out or complete the DHC if undertaking such would involve a breach by GBG of Privacy and Data Protection Requirements, or third party Intellectual Property Rights.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Client acknowledges that all Intellectual Property Rights in the Results belong and shall continue to belong to GBG. GBG grants a non-transferable license to the Client to use the Results in accordance with the terms of this Agreement.
- 4.2 The Client warrants that:
- it will not use or exploit the Intellectual Property Rights in the Results or permit others to do the same and
  - the use by GBG of the Client Data will not infringe any third party's Intellectual Property Rights.

## **5 CONFIDENTIALITY AND PUBLICITY**

The terms of any pre-signed Non-Disclosure Agreement will apply in addition to the terms of this Agreement.

## **6 DATA PROTECTION**

6.1 Both Parties shall comply with their respective obligations under the Applicable Data Protection Laws including, to the extent applicable, those terms contained within Schedules 1 (UK GDPR Schedule), 2 (EU GDPR Schedule) and 3 (North American Privacy Laws) of this Agreement.

## **7 LIABILITY**

- 7.1 Neither Party excludes or limits its liability for death or personal injury resulting from its negligence, fraudulent misrepresentation or any other type of liability that cannot by law be excluded or limited.
- 7.2 Neither Party excludes or limits its liability in respect of clauses 3.5 and 3.6 and clauses 4, 5 and/or 6 of this Agreement.
- 7.3 Subject to clauses 7.1 and 7.2, each Party's aggregate liability to the other Party under or in connection with this Agreement, whether such liability arises in contract, tort (including, without limitation, negligence) misrepresentation or otherwise, shall be limited to US\$5,000.
- 7.4 Subject to clauses 7.1 and 7.2, neither Party shall be liable for loss of profits, business or anticipated savings, destruction or deletion of data, loss of use of data, loss of reputation, loss of goodwill, any special, indirect or consequential loss or damage.
- 7.5 The Client agrees that except as expressly set out in this Agreement, all warranties, conditions and other terms relating to the DHC whether express or implied by law, custom or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

## **8 SUSPENSION AND TERMINATION**

- 8.1 GBG may terminate this Agreement immediately and without notice in the event that the Client breaches or GBG suspects that the Client has committed a material breach of any term of this Agreement.
- 8.2 When the Agreement terminates, the Client will cease to provide Client Data to GBG.
- 8.3 The termination of this Agreement does not affect the accrued rights, remedies and obligations or liabilities of the Parties existing at termination.

## **9 NOTICES**

- 9.1 Notices required to be given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to GBG at 3101 Park Blvd, Suite 01-104 Palo Alto, CA 94306-2233, USA; and to the Client's registered office address (in the case of a corporate body).
- 9.2 Any notice shall be deemed to have been duly received:
- (a) if delivered by hand or by courier, when left at the address referred to in clause 9.1;
  - (b) if sent by first class post, two Business Days after the date of posting.
- 9.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

## **10 MISCELLANEOUS**

- 10.1 The Client may not assign or transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of GBG.
- 10.2 Save where expressly stated in the Additional Terms, a person who is not party to this Agreement has no rights under this Agreement, including any right to enforce any terms of this Agreement, as a third party beneficiary or otherwise.
- 10.3 This Agreement constitutes the entire agreement between the Parties and replaces and supersedes all previous written or oral agreements relating to its subject matter.
- 10.4 The Parties agree that in connection with this Agreement its only rights and remedies in relation to any representation, warranty or other assurance are for breach of contract and that all other rights and remedies are excluded, except in the case of fraud.
- 10.5 If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement.
- 10.6 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 10.7 No failure or delay by a Party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

## **11 GOVERNING LAW AND JURISDICTION**

- 11.1 By entering into this Agreement, the Parties warrant that they each have the right, authority and capacity to enter into and be bound by the terms and conditions of this Agreement and that they agree to be bound by these.
- 11.2 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of the State of California, U.S.A and subject to clause 11 both Parties submit to the exclusive jurisdiction of the California Courts, save that, in the event applicable laws in relation to GDPR requires any disputes or claims to be governed in the jurisdiction of a European Union member state, then any disputes shall be governed and construed in accordance with English Law and both parties submit to the exclusive jurisdiction of the English Courts.

## **SCHEDULE 1 - UK GDPR**

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 In this GDPR Schedule the following definitions shall apply. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

"Controller", "Processor", "Data Subject", "Personal Data", "processing" (and "process") have the meanings given in the Applicable Data Protection Laws.

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

"Sub-processor" means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

"Supervisory Authority" means an independent public authority which is established by the UK Government pursuant to Article 51 of UK GDPR.

"UK" shall have the same meaning as given to it in clause 4.1.

## 2. GENERAL

2.1 Both Parties warrant that they will comply with their respective obligations under the Applicable Data Protection Laws and the terms of this GDPR Schedule.

2.2 For the purpose of this GDPR Schedule, the Client is the Controller and GBG is the Processor.

## 3. CONTROLLER OBLIGATIONS IN RELATION TO PROCESSING OF CLIENT DATA

3.1 The Client warrants and represents that all instructions provided to GBG in relation to the processing of Client Data are lawful and shall as a minimum include:

- (a) The nature and purpose of the processing of the Client Data;
- (b) The types of Personal Data to be processed; and
- (c) The categories of Data Subjects to whom the Personal Data relates.

3.2 The Client shall only provide instructions to GBG that are in accordance with the terms of the Agreement and this GDPR Schedule. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.

3.3 The Client acknowledges that as Controller it is responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process Client Data for the purposes of carrying out the Services as set out in the Agreement.

3.4 The Parties acknowledge and accept that processing of Personal Data belonging to an UK Data Subject and/or the processing of Personal Data in the context of the activities of a Controller or Processor subject to the UK GDPR shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions (as specified on this GDPR Schedule or Order Form as may be applicable) applies:

- (a) the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
- (b) processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
- (c) processing is necessary for compliance with a legal obligation to which the Controller is subject;
- (d) processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
- (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
- (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

## 4. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF CLIENT DATA

4.1 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Client Data, GBG acting as Processor shall:

- (a) only carry out processing of Client Data in accordance with the Client's documented instructions, including where relevant for transfers of Client Data outside the United Kingdom ("UK") or to an international organization (unless GBG is otherwise required to process Client Data by UK law to which GBG is subject, in which case GBG shall inform the Client of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Client if, in GBG's opinion, any instruction given by the Client to GBG infringes Applicable Data Protection Laws;
- (b) notify the Client without undue delay of any requests received from a Data Subject exercising their rights under Applicable Data Protection Laws and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organizational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Applicable Data Protection Law, including assisting the Client in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
- (c) take all security measures required), and at the request of the Client provide a written description of, and rationale for, the technical and organizational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
- (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Client in ensuring compliance with the Client's obligations to:
  - (i) keep Personal Data secure (Article 32 GDPR);
  - (ii) notify Personal Data Breaches to the Supervisory Authority (Article 33 GDPR);
  - (iii) advise Data Subjects when there has been a Personal Data Breach (Article 34 GDPR);
  - (iv) carry out data protection impact assessments (Article 35 GDPR); and
  - (v) consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
- (e) without undue delay, inform the Client of becoming aware of a Personal Data Breach that involves the processing of Client Data. GBG accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Applicable Data

Protection Law, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Client;

- (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this GDPR Schedule and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 6; and
- (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorized to process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 On expiry or termination of the Agreement, GBG shall immediately cease to use Client Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the Client (unless UK Law requires storage of any Personal Data contained within the Client Data or an exemption under GDPR applies).

## 5. USE OF SUPPLIER DATA

5.1 Where the Client uses or receives Supplier Data as part of the Services, the Client acknowledges that:

- (a) the Supplier Data may be subject to Additional Terms;
- (b) where relevant for the provision of Services under the Agreement, the Client shall comply with the Additional Terms; and
- (c) where the Additional Terms specify that Personal Data belonging to UK Data Subjects cannot be processed by a particular Data Supplier, the Client warrants that it will not use that element of the Service for the processing of Personal Data belonging to a UK Data Subject.

5.2 GBG shall promptly notify the Client in the event of a change to the Additional Terms.

## 6. AUDIT RIGHTS

6.1 Upon the Client's reasonable request, GBG agrees to provide the Client with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this GDPR Schedule) which will enable it to verify and monitor GBG's compliance with its data protection and security obligations under the terms of this GDPR Schedule, within 14 days of receipt of such request, and to notify the Client of the person within GBG's organization who will act as the point of contact for provision of the information required by the Client.

6.2 Where, in the reasonable opinion of the Client, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR (or where applicable Article 22 of the LED), the Client will be entitled, upon reasonable prior written notice to GBG and upon reasonable grounds, to conduct an on-site audit of GBG's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this GDPR Schedule.

6.3 Any audit carried out by the Client will be conducted in a manner that does not disrupt, delay or interfere with GBG's performance of its business. The Client shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.

6.4 Any audit right granted to GBG under the Agreement shall remain in full force and effect. In the event that there is no audit right in favor of GBG or the audit right contained in the Agreement in favor of GBG is not sufficient to enable it to verify and monitor the Client's compliance with its data protection and security obligations under the terms of this GDPR Schedule, then, GBG shall be entitled to carry out an audit of the Client on reciprocal terms as those set out in clauses 6.1, 6.2 and 6.3.

## 7. USE OF SUB-PROCESSORS

7.1 The Client provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Client Data GBG shall:

- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this GDPR Schedule to the extent applicable to the nature of the services provided by such Sub-processor, in particular, unless otherwise stated in the Additional Terms in accordance with clause 5.1(c), providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR;
- (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this GDPR Schedule; and
- (c) where required by law, GBG shall inform the Client of any intended changes concerning the addition or replacement of a Sub-processor with access to Client Data and give the Client the opportunity to object to such changes.

## 8. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

8.1 GBG shall not cause or permit any Client Data to be transferred outside of the UK unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of this clause 8 shall apply.

8.2 **Transfer subject to adequate safeguards:** Subject to clauses 8.3 and 8.4, if Personal Data is to be processed outside of the UK, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable, LED Article 37 to lawfully transfer the Personal Data to a third country.

8.3 **Transfers based on adequacy decisions:** Clause 8.2 shall not apply if the processing of the Personal Data is carried out in a country that the UK Government has considered as offering an adequate level of protection.

8.4 **Derogations for specific situations:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 8.2/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Client by virtue of Article 3 GDPR, the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken at the Data Subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Client and another natural or legal person;
- (d) the transfer is necessary for important reasons of public interest;
- (e) the transfer is necessary for the establishment, exercise or defense of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or
- (g) the transfer is made from a register which according to UK law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by UK law for consultation are fulfilled in the particular case.

The terms of this clause 8.4 shall not apply where the Client is subject to LED. In such circumstance clause 8.5 of this GDPR Schedule shall apply.

8.5 **Derogations for specific situations where the LED is applicable to the Client:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision and services are located in a country that the UK Government has not formally declared to have an adequate level of protection (Clause 8.3/ Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 8.2/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:

- (a) the transfer is necessary to protect the vital interest of the Data Subject or another person;
- (b) to safeguard legitimate interest of the Data Subject, where the UK law so provides;
- (c) for the prevention of an immediate and serious threat to public security of the UK or a third country;
- (d) in individual cases for the purposes set out in Article 1 (1) LED; or
- (e) in an individual case for the purpose set out in Article 1 (1) LED.

## 9. SECURITY

9.1 For the avoidance of doubt, both Parties acknowledge that any provisions in relation to User IDs and passwords used in connection with the Service under the Agreement shall remain unchanged and in full force and effect.

## 10. LIABILITY

10.1 Neither Party excludes or limits its liability in respect of the terms of this GDPR Schedule.

## 11. MISCELLANEOUS

- 11.1 This GDPR Schedule and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to any dispute resolution procedure as set out in the Agreement, both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.
- 11.2 A person who is not a Party to this GDPR Schedule has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce the provisions of this GDPR Schedule.
- 11.3 Where applicable, the Parties agree that if, upon review following GDPR and LED coming into force, the provisions of this GDPR Schedule do not comply with GDPR or LED then both Parties agree to cooperate in good faith to re-negotiate the terms of this GDPR Schedule to ensure compliance with GDPR or LED.

## SCHEDULE 2 - EU GDPR

### 1. DEFINITIONS AND INTERPRETATIONS

1.1 In this GDPR Schedule the following definitions shall apply. Any definition not provided in this Schedule shall have the same meaning as set out elsewhere in the Agreement.

"Controller", "Processor", "Data Subject", "Personal Data", "processing" (and "process") have the meanings given in the Applicable Data Protection Laws.

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

"EEA" shall have the same meaning as given to it in clause 4.1.

"Sub-processor" means a natural or legal person, public authority, agency or any other body contracted by the Processor to process Personal Data for the purpose of carrying out a specific processing activity on behalf of the Controller.

"Supervisory Authority" means an independent public authority which is established by a Member State pursuant to Article 51 of GDPR.

### 2. GENERAL

- 2.1 Both Parties warrant that they will comply with their respective obligations under the Applicable Data Protection Laws and the terms of this GDPR Schedule.
- 2.2 For the purpose of this GDPR Schedule, the Client is the Controller and GBG is the Processor.

### 3. CONTROLLER OBLIGATIONS IN RELATION TO PROCESSING OF CLIENT DATA

- 3.1 The Client warrants and represents that all instructions provided to GBG in relation to the processing of Client Data are lawful and shall as a minimum include:
- (a) The nature and purpose of the processing of the Client Data;
  - (b) The types of Personal Data to be processed; and
  - (c) The categories of Data Subjects to whom the Personal Data relates.
- 3.2 The Client shall only provide instructions to GBG that are in accordance with the terms of the Agreement and this GDPR Schedule. Such instructions shall be limited to the subject matter of the relevant Services under the Agreement.
- 3.3 The Client acknowledges that as Controller it is solely responsible for determining the lawful processing condition upon which it shall rely in providing instructions to GBG to process Client Data for the purposes of carrying out the Services as set out in the Agreement.
- 3.4 The Parties acknowledge and accept that processing of Personal Data belonging to an EEA Data Subject and/or the processing of Personal Data in the context of the activities of a Controller or Processor subject to the GDPR shall be lawful only if and to the extent that either an exemption, Article 2 GDPR or at least one of the following conditions (as specified on this GDPR Schedule or Order Form as may be applicable) applies:
- (a) the Data Subject has given consent to the processing of his or her Personal Data for one or more specific purposes;
  - (b) processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
  - (c) processing is necessary for compliance with a legal obligation to which the Controller is subject;
  - (d) processing is necessary in order to protect the vital interests of the Data Subject or of another natural person;
  - (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller; or
  - (f) processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.

### 4. PROCESSOR OBLIGATIONS IN RELATION TO THE PROCESSING OF CLIENT DATA

- 4.1 To the extent that the performance of GBG's obligations, and any supporting and/or ancillary activities, involves processing Client Data, GBG acting as Processor shall:
- (a) only carry out processing of Client Data in accordance with the Client's documented instructions, including where relevant for transfers of Client Data outside the European Economic Area ("EEA") or to an international organization (unless GBG is otherwise required to process Client Data by European Union, Member State and/or UK law to which GBG is subject, in which case GBG shall inform the Client of that legal requirement before processing unless prohibited by that law on important grounds of public interest), and shall immediately inform the Client if, in GBG's opinion, any instruction given by the Client to GBG infringes Applicable Data Protection Laws;
  - (b) notify the Client without undue delay of any requests received from a Data Subject exercising their rights under Applicable Data Protection Laws and, taking into account the nature of the processing, assist the Client by taking appropriate technical and organizational measures, insofar as this is possible, with fulfilling its obligations in respect of Data Subject rights under Applicable Data Protection Laws, including assisting the Client in responding to any subject access requests or requests from Data Subjects for access to, rectification, erasure or portability of Personal Data, or for restriction of processing or objections to processing of Personal Data;
  - (c) take all security measures required in accordance with Applicable Data Protection Laws (including Article 32 GDPR), and at the request of the Client provide a written description of, and rationale for, the technical and organizational measures implemented, or to be implemented, to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted stored or otherwise processed; and detect and report Personal Data breaches without undue delay;
  - (d) taking into account the nature of the processing and the information available to GBG, use all measures to assist the Client in ensuring compliance with the Client's obligations to:
    - (i) keep Personal Data secure (Article 32 GDPR);
    - (ii) notify Personal Data breaches to the Supervisory Authority (Article 33 GDPR);
    - (iii) advise Data Subjects when there has been a Personal Data breach (Article 34 GDPR);
    - (iv) carry out data protection impact assessments (Article 35 GDPR); and
    - (v) consult with the Supervisory Authority where a data protection impact assessment indicates that there is an unmitigated high risk to the processing (Article 36 GDPR).
  - (e) without undue delay, inform the Client of becoming aware of a Personal Data Breach that involves the processing of Client Data. GBG accepts and acknowledges that the Client shall direct in its sole discretion, any and all steps and measures taken to remedy a breach by GBG under Applicable Data Protection Laws, including but not limited to any communications with a Supervisory Authority. GBG agrees not to act in any way upon such disclosure without the prior written consent of the Client;
  - (f) make available to the Client all information necessary to demonstrate compliance with the obligations laid down in this GDPR Schedule and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client as set out in clause 6; and
  - (g) in addition to the confidentiality obligations contained within the Agreement, ensure that persons authorized to process the Client Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.2 On expiry or termination of the Agreement, GBG shall immediately cease to use Client Data (and any copies of it) and shall arrange for its safe return or destruction as shall be required by the Client (unless European Union, Member States and/or UK Law requires storage of any Personal Data contained within the Client Data or an exemption under GDPR applies).

## 5. USE OF SUPPLIER DATA

5.1 Where the Client uses or receives Supplier Data as part of the Services, the Client acknowledges that:

- (a) the Supplier Data may be subject to Additional Terms;
- (b) where relevant for the provision of Services under the Agreement, the Client shall comply with the Additional Terms; and
- (c) where the Additional Terms specify that Personal Data belonging to EEA Data Subjects cannot be processed by a particular Data Supplier, the Client warrants that it will not use that element of the Service for the processing of Personal Data belonging to an EEA Data Subject.

5.2 GBG shall promptly notify the Client in the event of a change to the Additional Terms.

## 6. AUDIT RIGHTS

6.1 Upon the Client's reasonable request, GBG agrees to provide the Client with any documentation or records (which may be redacted to remove confidential commercial information not relevant to the requirements of this GDPR Schedule) which will enable it to verify and monitor GBG's compliance with its data protection and security obligations under the terms of this GDPR Schedule, within 14 days of receipt of such request, and to notify the Client of the person within GBG's organization who will act as the point of contact for provision of the information required by the Client.

6.2 Where, in the reasonable opinion of the Client, such documentation is not sufficient in order to meet the obligations of Article 28 of the GDPR (or where applicable Article 22 of the LED), the Client will be entitled, upon reasonable prior written notice to GBG and upon reasonable grounds, to conduct an on-site audit of GBG's premises used in connection with the Service, solely to confirm compliance with its data protection and security obligations under this GDPR Schedule.

6.3 Any audit carried out by the Client will be conducted in a manner that does not disrupt, delay or interfere with GBG's performance of its business. The Client shall ensure that the individuals carrying out the audit are under the same confidentiality obligations as set out in the Agreement.

6.4 Any audit right granted to GBG under the Agreement shall remain in full force and effect. In the event that there is no audit right in favor of GBG or the audit right contained in the Agreement in favor of GBG is not sufficient to enable it to verify and monitor the Client's compliance with its data protection and security obligations under the terms of this GDPR Schedule, then, GBG shall be entitled to carry out an audit of the Client on reciprocal terms as those set out in clauses 6.1, 6.2 and 6.3.

## 7. USE OF SUB-PROCESSORS

7.1 The Client provides their consent for GBG to use Sub-processors in the delivery of the Service. Where GBG uses third party Data Suppliers or any other third party and where they are acting as a Sub-processor in relation to the Client Data GBG shall:

- (a) enter into a legally binding written agreement that places the equivalent data protection obligations as those set out in this GDPR Schedule to the extent applicable to the nature of the services provided by such Sub-processor, in particular, unless otherwise stated in the Additional Terms in accordance with clause 5.1(c), providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR;
- (b) shall remain liable for any act or omission of a Sub-processor that does not comply with the data protection obligations as set out in this GDPR Schedule; and
- (c) where required by law, GBG shall inform the Client of any intended changes concerning the addition or replacement of a Sub-processor with access to Client Data and give the Client the opportunity to object to such changes.

## 8. TRANSFERS OF PERSONAL DATA TO THIRD COUNTRIES OR INTERNATIONAL ORGANISATIONS

8.1 GBG shall not cause or permit any Client Data to be transferred outside of the EEA unless such transfer is necessary for the purposes of GBG carrying out its obligations under the Agreement in which case, the provisions of this clause 8 shall apply.

8.2 **Transfer subject to adequate safeguards:** Subject to clauses 8.3 and 8.4, if Personal Data is to be processed outside of the EEA, GBG agrees to provide and maintain appropriate safeguards as set out in Article 46 GDPR or where applicable, LED Article 37 to lawfully transfer the Personal Data to a third country.

8.3 **Transfers based on adequacy decisions:** Clause 8.2 shall not apply if the processing of the Personal Data is carried out in a country that the European Commission has considered as offering an adequate level of protection.

8.4 **Derogations for specific situations:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision of the products and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 45(3) GDPR) and are not able to demonstrate appropriate safeguards (Clause 8.2/ Article 46 GDPR). In such circumstances this will be stated in the Additional Terms and where GDPR applies to the Client by virtue of Article 3 GDPR, the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring, that one of following exceptions set out in Article 49 GDPR applies:

- (a) the Data Subject has explicitly consented to the proposed transfer, after having been informed of the possible risks of such transfers for the Data Subject due to the absence of an adequacy decision and appropriate safeguards;
- (b) the transfer is necessary for the performance of a contract between the Data Subject and the Client or the implementation of pre-contractual measures taken at the Data Subject's request;
- (c) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the Data Subject between the Client and another natural or legal person;
- (d) the transfer is necessary for important reasons of public interest;
- (e) the transfer is necessary for the establishment, exercise or defense of legal claims;
- (f) the transfer is necessary in order to protect the vital interests of the Data Subject or of other persons, where the Data Subject is physically or legally incapable of giving consent; or

- (g) the transfer is made from a register which according to European Union or Member State law is intended to provide information to the public and which is open to consultation either by the public in general or by any person who can demonstrate a legitimate interest, but only to the extent that the conditions laid down by European Union or Member State law for consultation are fulfilled in the particular case.

The terms of this clause 8.4 shall not apply where the Client is subject to LED. In such circumstance clause 8.5 of this GDPR Schedule shall apply.

- 8.5 **Derogations for specific situations where the LED is applicable to the Client:** The Client has consented to such transfer and acknowledges and accepts that certain Data Suppliers engaged by GBG in the provision and services are located in a country that the European Commission has not formally declared to have an adequate level of protection (Clause 8.3/ Article 36 LED) and are not able to demonstrate appropriate safeguards (Clause 8.2/Article 37 LED). In such circumstances this will be stated in the Additional Terms and the Client as Controller acknowledges that prior to submitting Client Data to GBG for processing it shall determine, and is solely liable for ensuring that, one of the following exceptions set out in Article 38 LED applies:

- (a) the transfer is necessary to protect the vital interest of the Data Subject or another person;
- (b) to safeguard legitimate interest of the Data Subject, where the law of the Member State transferring the Personal Data so provides;
- (c) for the prevention of an immediate and serious threat to public security of a Member State or a third country;
- (d) in individual cases for the purposes set out in Article 1 (1) LED; or
- (e) in an individual case for the purpose set out in Article 1 (1) LED.

## 9. SECURITY

- 9.1 For the avoidance of doubt, both Parties acknowledge that any provisions in relation to User IDs and passwords used in connection with the Service under the Agreement shall remain unchanged and in full force and effect.

## 10. LIABILITY

- 10.1 Neither Party excludes or limits its liability in respect of the terms of this GDPR Schedule.

## 11. MISCELLANEOUS

- 11.1 This GDPR Schedule and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and subject to any dispute resolution procedure as set out in the Agreement, both Parties submit to the exclusive jurisdiction of the English Courts, save that GBG may elect to bring proceedings against the Client in the courts of any jurisdiction where the Client or any of the Client's property or assets may be found or located.

- 11.2 A person who is not a Party to this GDPR Schedule has no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce the provisions of this GDPR Schedule.

- 11.3 Where applicable, the Parties agree that if, upon review following GDPR and LED coming into force, the provisions of this GDPR Schedule do not comply with GDPR or LED then both Parties agree to cooperate in good faith to re-negotiate the terms of this GDPR Schedule to ensure compliance with GDPR or LED.

### Schedule 3 – North American Privacy Laws

- I. **Definitions.** Capitalized terms not defined will have the meanings ascribed to them in the Agreement.

A. **"Agreement"** means the corresponding General Terms and Conditions, or Order Forms, as applicable.

B. **"Applicable US Data Protection Laws"** means the California Consumer Privacy Act of 2018 and its corresponding regulations ("**CCPA**") and the California Privacy Rights Act and its corresponding regulations, the Virginia Consumer Data Protection Act, the Colorado Privacy Act, Utah's Consumer Privacy Act, the Connecticut Data Privacy Act, and any other U.S. federal, state, or local data protection and privacy laws, regulations, or guidance, as amended from time to time, that are applicable in relation to the processing of personal information under the Agreement.

C. **"collects," "consumer," "processes," "personal information"**, and any other terms not defined hereunder, but which are defined under Applicable US Data Protection Laws, shall have the definition allocated to that term under the relevant Applicable US Data Protection Law.

D. **"CPRA"** means the CCPA, as amended by the California Privacy Rights Act, and its corresponding regulations, as amended from time to time.

E. **"Client Personal Information"** means the personal information provided by the Client to GBG, or which GBG collected on Client's behalf to perform the service(s) for Client under the Agreement.

#### II. CPRA Service Provider Agreement Requirements.

A. **Service Provider Obligations.** GBG agrees that:

- (1) It shall not sell or share any Client Personal Information that it collects pursuant to the Agreement;
- (2) It is processing the Client Personal Information pursuant to the Agreement, and the Client is disclosing the Client Personal Information to GBG only for the following limited and specified Business Purpose(s) listed in Subsection (3) below.
- (3) The specific Business Purpose for which GBG is processing Client Personal Information pursuant to the written Agreement with Client is to perform services on behalf of the Client by verifying Client's consumers' information, provide Client support, as further detailed in the Agreement and in accordance with the CPRA (the "Business Purposes"). GBG shall not retain, use, or disclose any Client Personal Information that it collected pursuant to the Agreement for any purpose other than Business Purpose(s), or as otherwise permitted by the CPRA.
- (4) It shall not retain, use, or disclose the Client Personal Information that it collected pursuant to the Agreement for any purpose other than the Business Purposes, unless expressly permitted by the CPRA.



- (5) It shall not retain, use, or disclose the Client Personal Information that it collected pursuant to the Agreement for any commercial purpose other than the Business Purpose, outside the direct business relationship between the GBG and the Client, unless expressly permitted by the CPRA.
- (6) It shall not retain, use or disclose the Client Personal Information that it collected pursuant to the Agreement outside of the direct business relationship between the Client and GBG, unless expressly permitted by the CPRA.
- (7) It shall comply with all applicable sections of the CPRA, including – with respect to the Client Personal information it collected pursuant to the Agreement— providing the same level of privacy protection as required of businesses by the CPRA. This includes using reasonable commercial efforts to cooperate with the Client in responding to and complying with consumers’ requests made to Client in relation to GBG’s processing under the Agreement pursuant to the CPRA, and implementing reasonable security procedures and practices appropriate to the nature of the Client Personal Information to protect it from unauthorized or illegal access, destruction, use, modification, or disclosure in accordance with the CPRA.
- (8) It grants the Client the right to take reasonable and appropriate steps to ensure that GBG uses the Client Personal Information that it collected pursuant to the Agreement in a manner consistent with the Client’s obligations under the CPRA, at Client’s cost. This may include ongoing manual reviews of GBG’s system and regular internal or third-party assessments, audits, or other technical and operational testing once every twelve (12) months, with twenty-eight (28) days advance notice, in accordance with any audit clauses set out in the Agreement.
- (9) It shall notify the Client after it makes a determination that it can no longer meet its obligations under the CPRA.
- (10) It grants the Client the right, upon notice, to take reasonable and appropriate steps to stop and remediate GBG’s unauthorized use of Client Personal Information.

**B. CPRA Subcontractors.** If GBG subcontracts with another person in providing services to Client, GBG shall have a contract with the subcontractor that complies with the CPRA.

**C. California Consumer Requests.**

- (1) If GBG receives a request made pursuant to the CPRA directly from a consumer in regards to any processing it is conducting as a service provider, GBG shall inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.
- (2) GBG shall enable the Client to comply with consumer requests made pursuant to the CPRA.

**III. Additional State Requirements for Processors.**

**A. Scope of Processing.** The parties agree that:

- (1) GBG shall be bound to the processing instructions, requirements, and limitations set out in the Agreement.
- (2) The nature and purpose of the processing are as set out in the Agreement.
- (3) The duration of the processing shall last throughout the duration in which the Agreement is in effect.
- (4) The rights and obligations of both parties are set out in the Agreement.
- (5) The types of personal data subject to GBG processing depends on the product(s) you contracted to take from us under your Agreement, and may be as follows, respectively:

| Product                         | Consumer Personal Information Processed under the relevant Product                            |
|---------------------------------|---|
| Verify                          | IP address, Postal Address, Geocode (only at your affirmative opt-in)                         |
| Capture                         | IP address, Postal Address, and geolocation (only at your affirmative opt-in)                 |
| Data Maintenance                | May include the following (as set out in your order form): name, address, email, phone number |
| Phone/Email Validation Services | May include the following (as set out in your order form): phone number, email                |

**B. GBG Obligations.** GBG shall, in accordance with Applicable US Data Protection Laws:

- (1) Adhere to Client’s instructions.
- (2) Assist Client to meet its obligations under Applicable Data Protection Law. Therefore, GBG shall, taking into account the nature of the processing and information available to the GBG and in accordance with its obligations under Applicable US Data Protection Law, assist the Client by:
  - (i) taking appropriate technical and organizational measures, insofar as reasonably practicable;
  - (ii) aiding in the fulfillment of the Client’s obligation to respond to consumer requests to exercise their rights, insofar as such obligations are related to GBG’s processing of the Client Personal Information under the Agreement;
  - (iii) helping to meet the Client’s obligations in relation to the security of processing the Client Personal Information and in relation to the notification of a breach of the security system;
  - (iv) providing information to the Client necessary to enable the Client to conduct and document any data protection assessments required from Client under Applicable US Data Protection Law, but GBG shall only be responsible for the measures that are allocated to it; and
  - (v) Notwithstanding the instructions of the Client, GBG shall ensure that each person processing the Client Personal Information is subject to a duty of confidentiality with respect to the Client Personal Data.

**C. Subcontractors.** GBG shall engage a subcontractor only after providing the Client with an opportunity to object within thirty (30) days of notification to [legal@gbgplc.com](mailto:legal@gbgplc.com) and pursuant to a written contract, which requires the subcontractor to meet the obligations of the GBG with respect to the Client Personal Information. If Client does not provide such written objection within thirty (30) days of the notification date, then Client shall be deemed to have approved the new subcontractor if it continues to utilize the relevant GBG service offering. The subcontractors that will serve as subprocessors under the Agreement are set out in the following link: <https://www.gbgplc.com/en/legal-and-regulatory/loqate-authorized-subprocessor-list/>, and are hereby deemed to be approved by the Client. Client acknowledges and understands that GBG is not providing a bespoke service to Client and GBG may be unable to accommodate Client requests in regards to specific subcontractors. Thus, if Client objects to any subcontractor it shall have the right to terminate this Agreement within thirty (30) days of notice to GBG.

**D. Data Security.** GBG and Client shall implement appropriate and technical and organizational measures to ensure a level of security appropriate to the risk and establish a clear allocation of the responsibilities between them to implement the measures.

**E. GBG’s Obligations at Termination or Expiration of the Agreement.**

- (1) At the Client’s selection, GBG shall delete or return all Client Personal Information at the end of the provision of the services, unless retention is required by applicable law. However, Client agrees that GBG may instead delete the Client Personal Information if returning it is commercially unreasonable.

**F. Client Reviews and Audits.** GBG shall:

- (1) make available to Client all information necessary to demonstrate compliance with its obligations under Applicable US Data Protection Laws.
- (2) allow for and contribute to reasonable audits and inspections by the Client or Client’s designated auditor, as further detailed in the Agreement. Alternatively, Client consents that GBG may, at its discretion, arrange for a qualified and independent auditor to conduct, annually, and at GBG’s expense, an audit of GBG’s policies and technical and organizational measures in support of its obligations under Applicable US Data Protection Laws using an appropriate and accepted control standard or framework and audit procedure for the audits, as applicable. GBG shall provide a report of the audit to Client on request.

#### **IV. Canada Privacy Terms**

- A. Each party represents and warrants that it shall comply with all requirements under the Personal Information Protection and Electronic Documents Act ("PIPEDA"), and any other applicable federal or provincial Canadian data privacy legislation (collectively, "Canadian Privacy Laws").
- B. To ensure compliance with Subsection IV.A above, Client agrees to:
  - (1) acquire any necessary permissions and consents (implied or explicit, as required under the applicable Canadian Privacy Laws) for GBG to perform its service obligations under the Agreement; and
  - (2) Have a transparent and compliant privacy statement in compliance with applicable Canadian Privacy Laws.

#### **V. Miscellaneous**

##### **A. Additional North American Data Protection Laws.**

- (a) In the event that additional applicable privacy laws are enacted, the Parties shall in good faith negotiate any additional terms that may be required thereunder.
- (b) In the event the California Privacy Protection Agency makes any edits to the latest version of the CPRA regulations that are not substantive, those edits will be deemed to be incorporated herein verbatim via reference.

**B. Applicability; Order of Precedence;** The terms set out throughout this Schedule shall only apply to Client Personal Information that is subject to the Applicable US Data Protection Laws, PIPEDA, or any other applicable data protection law enacted under a North American jurisdiction. In the event of any conflict between the terms set out in this Schedule and those set out in the Agreement, the parties shall use good faith to interpret conflicting terms in a consistent manner. In the event of an irreconcilable conflict, the terms shall be afforded the following order of precedence: 1) this Schedule; 2) the Agreement.

