Data Processing Addendum

This Data Processing Addendum ("**Addendum**") is entered into on the Effective Date by and between:

(1)   **CLINCHD LIMITED**, a company incorporated in England and Wales with company no. 11299003, whose registered office is at 128 City Road, London, England, EC1V 2NX ("**Company**"); and

(2)   **THE CLIENT** (as defined in Clause 1 below),

each a "**Party**" and collectively the "**Parties**".

<u>Introduction</u>

A.   Company and the Client have entered into an agreement under which Company provides work management software-as-a-service known as Modlify ("**Services**") to the Client.

B.   The Client is a Controller of Client Personal Data. Company Processes Client Personal Data as a Processor in connection with its performance of the Agreement.

C.   The Parties have entered into this Addendum to ensure that the Processing of Client Personal Data is in accordance with Data Protection Laws.

<u>Agreement</u>

The Parties hereby agree that the terms and conditions set out below shall apply to the Processing of Client Personal Data in connection with the performance of the Agreement.

1. Definitions

In this Addendum, the following words and expressions will have the following meanings:

"Agreement"	the contract for the provision of the Services between Company and the Client entered into and on and subject to the Company Terms and Conditions [www.modlify.io/terms];
"Client"	the individual and/or company to or for whom Company is to provide the Services and who is bound by the Company Terms and Conditions [www.modlify.io/terms];
"Client Personal Data"	any Personal Data that is processed by Company on behalf of the Client in relation to this Agreement, but excluding Personal Data with respect to which Company is a data controller as set out in Company's Privacy Policy [www.modlify.io/privacy];
"Data Protection Laws"	the EU GDPR and the UK GDPR and all other applicable laws relating to the processing of Personal Data
"Effective Date"	the date that the Client signs this Addendum, 10 business days after this Addendum is sent to the Client (in each case as indicated in Clinchd's records), or the date Company and the Client enter into the Agreement, whichever is the earlier;
"EU GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time;
"Personal Data"	personal data under any of the Data Protection Laws;
"Term"	means the term of the Agreement; and

| **"UK GDPR"** | the EU GDPR as transposed into UK law (including by the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019) and all other UK laws regulating the processing of Personal Data, as such laws may be updated, amended and superseded from time to time. |

2. Each party shall comply with the Data Protection Laws with respect to the processing of the Client Personal Data.

3. The Client warrants to Company that the Client has the legal right to disclose all Personal Data that it does in fact disclose to Company under or in connection with the Agreement.

4. The Client shall only supply to Company, and Company shall only process, in each case under or in relation to the Agreement, the Personal Data of data subjects falling within the categories and of the types specified in the Data Processing Information below (or such other categories as may be agreed between the parties from time to time) and Company shall only process the Client Personal Data for the purpose of performing its obligations under the Agreement.

5. Company shall only process the Client Personal Data during the Term and thereafter for not more than the period set out in our data retention policy [www.modlify.io/privacy], subject to the other provisions of this Addendum.

6. Company shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to a third country under the Data Protection Laws), as set out in this Addendum, the Agreement or any other document agreed by the parties in writing.

7. The Client authorises Clompany to make the following transfers of the Client Personal Data:

    7.1.1.   Company may transfer the Client Personal Data to its third-party processors in the jurisdictions identified in the list of Company Sub-Processors [https://azure.microsoft.com] and may permit our third party processors to make such transfers, providing that such transfers must be protected by any appropriate safeguards identified therein;

    7.1.2.   Company may transfer the Client Personal Data to a country, a territory or sector to the extent that the competent data protection authorities have decided that the country, territory or sector ensures an adequate level of protection for Personal Data;

    7.1.3.   Company may transfer the Client Personal Data from the UK to the EEA, and may permit our third party processors to do so, in any period during which EEA states are not treated as third countries under the UK GDPR or during which EEA states benefit from adequacy regulations under the UK GDPR; and

    7.1.4.   Company may transfer the Client Personal Data from the EEA to the UK, and may permit its third party processors to do so, in any period during which the UK is not treated as a third country under the EU GDPR or during which the UK benefits from an adequacy decision under the EU GDPR.

8. Company shall promptly inform the Client if, in our opinion, any of the Client instructions relating to the processing of the Client Personal Data infringes the Data Protection Laws.

9. Notwithstanding any other provision of the Agreement, Company may process the Client Personal Data if and to the extent that Company are required to do so by applicable law. In such a case, Company shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

10. Company shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

11. Company and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data.

12. Company must not engage any third party to process the Client Personal Data without the Client's prior specific or general written authorisation. Company is authorised by the Client to engage, as sub-processors with respect to the Client Personal Data, the third parties (with the applicable transfer mechanism identified therein) set out in the list

of Company Sub-Processors [**https://azure.microsoft.com**]. Such list may be updated by Company from time to time by notice to the Client. If the Client objects to any such changes before implementation, then Company shall attempt to address the Client objections to the Client's reasonable satisfaction but if that is not possible then Company may nevertheless engage such third party processor. Company shall ensure that each third party processor is subject to substantially equivalent legal obligations as those imposed on Company by this Addendum.

13. Company shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

14. Company shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. Company may charge the Client at our standard time-based charging rates for any work performed by Company at the request of the Client pursuant to this paragraph 15.

15. Company must notify the Client of any Personal Data breach affecting the Client Personal Data without undue delay and, in any case, not later 72 hours after Company become aware of the breach.

16. Company shall make available to the Client all information necessary to demonstrate its compliance with its obligations under this Addendum and the Data Protection Laws. Company may charge the Client at its standard time-based charging rates for any work performed by Company at the Client's request pursuant to this paragraph 16.

17. Company shall, at the choice of the Client, delete or return all of the Client Personal Data to the Client after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

18. Company shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in respect of our compliance of our processing of the Client Personal Data with the Data Protection Laws and this Addendum. Company may charge the Client at our standard time-based charging rates for any work performed by Company at the Client request pursuant to this paragraph 19, providing that no such charges shall be levied where the request to perform the work arises out of any breach by Company of the Agreement or any security breach affecting our systems.

19. If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under the Agreement, then the parties shall Clinchde their best endeavours promptly to agree such variations to the Agreement as may be necessary to remedy such non-compliance.

Data Processing Information

1 Categories of data subject

- the Client's contacts, prospects, leads and customers

2 Types of Personal Data

- name, email, job title, phone number, company and any other information relating to that individual that the Client chooses to upload to the Services

This Addendum is entered into and becomes a binding part of the Agreement with effect from the Effective Date.

Unless this Addendum is incorporated by reference into the contracting process for the Agreement such that Company and the Client have indicated their acceptance of and agreement to this Addendum in the course of that process, or if the Client otherwise requests a signed version, the parties shall sign as follows:

SIGNED for and on behalf of Company LIMITED | SIGNED for and on behalf of the CLIENT

.... | (as per Name and Date as recorded in the electronic signature system operated by Company for this

Name: .... | Addendum)..

Title: ....