Consent Kit

DATA PROCESSING ADDENDUM

Effective September 27, 2021

This Data Processing Addendum, including the Standard Contractual Clauses (as defined below) attached hereto (collectively, the "DPA"), is made and entered into as of the effective date (26 Jan, 2022) of the applicable customer's ("Customer") acceptance of the Terms of Service between Consent Kit LTD ("Consent Kit") and Customer to which this DPA is attached (the "Agreement"). All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Agreement. Under the Agreement, Consent Kit provides certain Services to Customer that may involve Consent Kit processing Customer's data, which may include Personal Information (as defined below).

This DPA forms part of the Agreement and contains certain terms and conditions relating to data protection, privacy and security to include certain requirements of the General Data Protection Regulation (EU) 2016/679 (the "GDPR") and the California Consumer Privacy Act of 2018 (Cal. Civ. Code, Title 1.81.5 comprising §§ 1798.100 – 1798.198 (as amended) (the "CCPA"), where applicable. In the event (and to the extent only) that there is a conflict between the GDPR and the CCPA, the parties agree to comply with the higher standard.

1. Definitions.

a. "Controller", "Personal Data," "Process," "Processed," "Processing," and "Processor" have the same meanings as in the GDPR. With respect to the CCPA, Consent Kit and Customer hereby agree that Customer is a "Business" and Consent Kit is the "Service Provider," as defined under the CCPA and with respect to Personal Information (as defined below).

b. "Customer Data" means any content, data, information or other materials (including Personal Information) submitted or shared by or for Customer to or through the Service.

c. "Data Protection Laws" means all data privacy or data protection laws and regulations that apply to the Processing of Personal Information under the Agreement, including the GDPR and the CCPA, in each case, as amended from time to time.

d. "Data Subject" means (i) an identified or identifiable natural person who is in the EEA or whose rights are protected by EU Data Protection Laws; or (ii) a "Consumer" as the term is defined in the CCPA.

e. "Personal Information" means information relating to a living individual or household who is, relates to, describes or can be, reasonably identified or linked, directly or indirectly from information, either alone or in conjunction with other information, within Consent Kit's or

Customer's control and which is stored, collected, Processed or submitted to or via the Service as Customer Data. Personal information includes Personal Data.

f. "Standard Contractual Clauses" means the Standard Contractual Clauses for the Transfer of Personal Data to Third Countries approved by the European Commission Decision of 4 June 2021 and attached to, and incorporated into, this DPA.

2. Scope and Application.

This DPA applies to the processing of Personal Information subject to Data Protection Laws within the scope of the Agreement. Insofar as Consent Kit Processes Personal Information subject to Data Protection Laws in the course of performance of the Agreement the terms of this DPA shall apply. In the context of the GDPR, Customer may act as "controller" and Consent Kit may act as "processor" with respect to the Personal Information. In the context of the CCPA, Customer may act as "Business" and Consent Kit may act as "Service Provider" with respect to the Personal Information. Customer shall act as the "data exporter" and Consent Kit shall act as the "data importer" for the purposes of the Standard Contractual Clauses.

3. Data Processing.

Consent Kit will process Personal Information only in accordance with Customer's lawful instructions the Agreement, and Consent Kit will not process Personal Information for any purpose other than to provide the Service. This DPA and the Agreement consist of Customer's written instructions to Consent Kit for the Processing of Personal Information and Consent Kit must comply with any further reasonable written instructions from Customer for the processing of Personal Information. Consent Kit will access, collect, retain, use, disclose, and otherwise Process Customer's Personal Information solely to fulfill its obligations to Customer under the Agreement and this DPA, and on Customer's behalf, and for no other purposes.

Furthermore, Consent Kit shall not "sell" (as defined in the CCPA) Personal Information. Each party will comply in all respects with applicable Data Protection Laws in any country where the Service is used, provided or delivered.

4. Cross-Border Transfer Mechanisms for International Data Transfers.

a. To the extent that Customer's use of the Service requires a transfer of Personal Information outside the EEA or the United Kingdom (the "UK"), Consent Kit and Customer will take such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Laws.

b. Consent Kit and Customer will only transfer Personal Information from the EEA or the UK to countries outside the EEA or the UK (i) that are recognized by the European Commission as providing an adequate level of protection for Personal Information; (ii) that are covered by

a suitable framework recognized by the European Commission as providing an adequate level of protection for Personal Information; or (iii) through the use of other legally recognized validation methods such as Standard Contractual Clauses or Binding Corporate Rules.
c. Consent Kit currently transfers personal data from the EEA or the UK to countries outside the EEA as follows: Consent Kit has adopted and hereby incorporates by reference the Standard Contractual Clauses, which are attached to this Addendum. The parties further agree that the Standard Contractual Clauses will apply to Personal Information that is transferred via the Service from the EEA or the UK, either directly or via onward transfer, to any country or recipient not recognized by the European Commission as providing an adequate level of protection for personal data.

d. The parties hereby agree that as new Standard Contractual Clauses are approved by the European Commission and become available for data controller to data processor transfers, this DPA will be updated to replace the existing Standard Contractual Clauses with the updated and approved Standard Contractual Clauses, if any.

e. Each party agrees to the attached Standard Contractual Clauses under the following Module(s), as applicable: (i) Module 2, where Customer is the "controller" and Consent Kit is the "processor" and (ii) Module 3, where Customer is the “processor” and Consent Kit is the “subprocessor”.

f. Audits. The parties agree that the following supplemental terms shall apply in the event of an audit pursuant to Section 8.9 of the attached Standard Contractual Clauses:

(i) If Customer chooses to conduct an independent audit rather than rely on a current SOC 2 Report or current third party audit, if applicable and available, or if Customer makes such choice because a current SOC 2 Report or current third party audit is not available, Customer will be responsible for any fees charged by any auditor appointed by Customer to execute any such audit. Consent Kit will provide Customer with further details of any applicable costs or fees, and the basis of its calculation, in advance of any such review or audit.
(ii) Before the commencement of any such on-site audit, Customer and Consent Kit shall mutually agree upon the scope, timing, and duration of the audit.
(iii) Customer shall make (and ensure that each of its mandated auditors makes) reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any damage, injury or disruption to Consent Kit's premises, equipment, personnel and business while Customer's personnel are on those premises in the course of such an audit or inspection.

5. General.

a. This DPA will terminate automatically upon termination of the Agreement.

b. In the event of a conflict between the Agreement (excluding this DPA) and this DPA, the terms of this DPA will take precedence to the extent of the conflict. In the event of a conflict between the Standard Contractual Clauses and the remaining terms of this DPA, the Standard Contractual Clauses will take precedence to the extent of the conflict. Nothing in this DPA modifies the Standard Contractual Clauses or affects any third party's rights under the Standard Contractual Clauses.

EXECUTED by and on behalf of:

Provider

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Name: Philip Hesketh

Role: Co-Founder

Date:

EXECUTED by and on behalf of:

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Name:

Role:

Date:

STANDARD CONTRACTUAL CLAUSES

MODULE TWO: Transfer Controller to Processor
MODULE THREE: Transfer Processor to Processor

SECTION I

Clause 1 - Purpose and scope

a. The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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) for the transfer of personal data to a third country.

b. The Parties:

i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or
indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")
have agreed to these standard contractual clauses (hereinafter: "Clauses").

c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2 - Effect and invariability of the Clauses

a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3 - Third-party beneficiaries

a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
ii. Clause 8 - Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g);
iii. Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
iv. Clause 12 - Modules Two and Three: Clause 12(a), (d) and (f);
v. Clause 13;
vi. Clause 15.1(c), (d) and (e);
vii. Clause 16(e);
viii. Clause 18 - Modules Two and Three: Clause 18(a) and (b).

b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4 - Interpretation

a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5 - Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 - Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional - Docking clause

a. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

c. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8 - Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

MODULE TWO: Transfer controller to processor

8.1 Instructions

a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B.

After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain

the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

i. the onward transfer is to a country benefiting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person. Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

a. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non- compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

MODULE THREE: Transfer processor to processor

8.1 Instructions

a. The data exporter has informed the data importer that it acts as processor under the instructions of its controller(s), which the data exporter shall make available to the data importer prior to processing.

b. The data importer shall process the personal data only on documented instructions from the controller, as communicated to the data importer by the data exporter, and any additional documented instructions from the data exporter. Such additional instructions shall not conflict with the instructions from the controller. The controller or data exporter may give further documented instructions regarding the data processing throughout the duration of the contract.

c. The data importer shall immediately inform the data exporter if it is unable to follow those instructions. Where the data importer is unable to follow the instructions from the controller, the data exporter shall immediately notify the controller.

d. The data exporter warrants that it has imposed the same data protection obligations on the data importer as set out in the contract or other legal act under Union or Member State law between the controller and the data exporter.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B., unless on further instructions from the controller, as communicated to the data importer by the data exporter, or from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the data exporter may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to rectify or erase the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the controller and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter ‘personal data breach’). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter or the controller. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

b. The data importer shall grant access to the data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify, without undue delay, the data exporter and, where appropriate and feasible, the

controller after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the data breach, including measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify its controller so that the latter may in turn notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards set out in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the controller, as communicated to the data importer by the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (6) (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

i. the onward transfer is to a country benefiting from an adequacy decision pursuant to Article45 of Regulation (EU) 2016/679 that covers the onward transfer;
ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of
Regulation (EU) 2016/679;
iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person. Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

a. The data importer shall promptly and adequately deal with enquiries from the data exporter or the controller that relate to the processing under these Clauses.

b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the controller.

c. The data importer shall make all information necessary to demonstrate compliance with the obligations set out in these Clauses available to the data exporter, which shall provide it to the controller.

d. The data importer shall allow for and contribute to audits by the data exporter of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. The same shall apply where the data exporter requests an audit on instructions of the controller. In deciding on an audit, the data exporter may take into account relevant certifications held by the data importer.

e. Where the audit is carried out on the instructions of the controller, the data exporter shall make the results available to the controller.

f. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

g. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9 - Use of sub-processors

MODULE TWO: Transfer controller to processor

a. GENERAL WRITTEN AUTHORISATION. The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least fourteen (14) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

c. The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub- processor to fulfil its obligations under that contract.

e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

MODULE THREE: Transfer processor to processor

a. GENERAL WRITTEN AUTHORISATION. The data importer has the controller's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the controller in writing of any intended changes to that list through the addition or replacement of sub processors at least thirty (30) days in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the subprocessor(s). The data importer shall provide the controller with the information necessary to enable the controller to exercise its right to object. The data importer shall inform the data exporter of the engagement of the sub-processor(s).
b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the controller), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

c. The data importer shall provide, at the data exporter's or controller's request, a copy of such a sub-processor agreement and any subsequent amendments. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10 - Data subject rights

MODULE TWO: Transfer controller to processor

a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

MODULE THREE: Transfer processor to processor

a. The data importer shall promptly notify the data exporter and, where appropriate, the controller of any request it has received from a data subject, without responding to that request unless it has been authorised to do so by the controller.
b. The data importer shall assist, where appropriate in cooperation with the data exporter, the controller in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the controller, as communicated by the data exporter.

Clause 11 - Redress

a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
ii. refer the dispute to the competent courts within the meaning of Clause 18.

d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12 - Liability

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

a. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its subprocessor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

g. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13 - Supervision

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

a. [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

[Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF

ACCESS BY PUBLIC AUTHORITIES

Clause 14 - Local laws and practices affecting compliance with the Clauses

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data

importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

i. the specific circumstances of the transfer, including the length of the processing chain, the
number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

ii. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in
light of the specific circumstances of the transfer, and the applicable limitations and safeguards;

iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a). [For Module Three: The data exporter shall forward the notification to the controller.]

f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation [for Module Three:, if appropriate in consultation with the controller]. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by [for Module Three: the controller or] the competent supervisory authority to do so. In this

case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15 - Obligations of the data importer in case of access by public authorities

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

15.1 Notification

a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

[For Module Three: The data exporter shall forward the notification to the controller.]

b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.). [For Module Three: The data exporter shall forward the information to the controller.]

d. The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

e. Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

a. The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

b. The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. [For Module Three: The data exporter shall make the assessment available to the controller.]

c. The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16 - Non-compliance with the Clauses and termination

a. The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

b. In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

c. The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
ii. the data importer is in substantial or persistent breach of these Clauses; or
iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses. In these cases, it shall inform the competent supervisory authority [for Module Three: and the controller] of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

d. Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

e. Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17 - Governing law

MODULE TWO: Transfer controller to processor
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These Clauses shall be governed by the law of England and Wales.

Clause 18 - Choice of forum and jurisdiction

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

a. Any dispute arising from these Clauses shall be resolved by the courts of England and Wales.

b. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

c. The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

MODULE TWO: Transfer controller to processor
MODULE THREE: Transfer processor to processor

A. LIST OF PARTIES

Data exporter

Name: Customer, as defined in the Data Processing Addendum to the Agreement.
Contact person's name, position and contact details: As specified in the Agreement.
Activities relevant to the data transferred under these Clauses: As described under Section B.
Signature and date: The parties agree that execution of the Agreement by the data importer and the data exporter shall constitute execution of these Clauses by both parties on the Effective Date of the Agreement.
Role: Controller/Processor

Data importer

Name: Consent Kit, LTD
Address: 4a Erlington Ave, Manchester, M16 0FW, England
Contact person's name, position and contact details: Philip Hesketh, Co-founder, phil@consentkit.com
Activities relevant to the data transferred under these Clauses: As described under Section B.
Signature and date: The parties agree that execution of the Agreement by the data importer and the data exporter shall constitute execution of these Clauses by both parties on the Effective Date of the Agreement.
Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Consent Kit collects and processes the following categories of data:

1. Customer data
2. Participant data

Customer data subjects are the Users of Consent Kit (our customers who have entered into this agreement with us). Participant data subjects are people who take part in our customers research. Where the data exporter is a processor, data subjects are their Customers and Participants.

Note: We also transfer the personal data of the (representatives of the) data exporter, those who enter into this agreement with us (our customers) and anyone they allow to access their account (users, for example employees, contractors, collaborators). For this processing and transfer of personal data, we are the Controller and our Privacy Policy applies.

Categories of personal data transferred

The categories of personal data transferred relate to the management of informed consent and general participation in research. At a minimum, this includes first name, IP address, email address and message content. Message content may also include other information decided and added by the sender. The data exporter also has the option to create and store other participant information relevant to the management of their research, which could include personal data such as location, gender, or age of the participant.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Not applicable.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The frequency of transferring the personal data is continuous, until the agreement comes to an end.

Nature of the processing

Data processes through Consent Kit are categorized as Provision of the service or Conducting Research. Provision of service processes are primarily functional, high-priority messages sent to a single recipient, like password resets or receipts/invoices. Conducting Research processes are regarding the Participant, like asking for consent, scheduling and searching and filtering participant information.

The nature of the processing relates to facilitating the management of informed consent and general administration of research, including hosting/storage of Participant lists and message content, and audit trails.

Purpose(s) of the data transfer and further processing

The purpose of transferring the personal data is to allow the data exporter to manage the administration of their research.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

We process personal data on behalf of the data exporter for as long as they remain customers of ours. When the data exporter terminates their use of the Services, we delete their user/customer data within 30 days of the account termination.

For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing.

We rely on some sub-processors for the provision of our service. The subject matter pertains mainly to infrastructure hosting and email delivery. The nature of the processing relates to

facilitating sending and receiving email messages, including hosting/storage of participant lists and message content, and analytics services. We also use sub-processors for content distribution, logging and similar operations that are strictly necessary for delivering our services. The duration of processing is for as long as the data exporter remains a customer, after which their data is deleted within 30 days.

Current sub-processors are specified in Annex III.

C. COMPETENT SUPERVISORY AUTHORITY

The Information Commissioner's Office of the United Kingdom.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Summary

We host our servers in highly secure, SOC 2 certified data centers and use the latest security practices to protect our customers' data. Out of the box, the Consent Kit service supports opportunistic TLS for all outbound email, ensuring messages are encrypted in transit to remote mail servers and ISPs who support TLS. Combining this with full HTTPS and TLS support on our SMTP and API endpoints provides safe passage for data flowing through Consent Kit.

Our systems are regularly tested using both automated systems and manual audits from respected security firms.

Amazon Web Services (AWS) details

All personal data is stored in highly secure AWS data centers. AWS regularly achieves third party validation for thousands of global compliance requirements that they continually monitor to help their customers meet security and compliance standards. AWS supports security standards and compliance certifications like PCI-DSS, HIPAA/HITECH, FedRAMP, GDPR, FIPS 140-2 and NIST 800-171. For a detailed overview of all security and privacy measures, see the AWS Cloud Security page (https://aws.amazon.com/security).

AWS also has a dedicated Compliance Program which include certifications and accreditations like CSA, ISO, SOC and more, as listed on their website here: https://aws.amazon.com/compliance/programs.

App security

Data is encrypted at rest using AES256 encryption within the Heroku Postgres production tier. All communication between you, your services and Consent Kit, that includes your data, traverses the Internet via encrypted HTTPS traffic using TLS v1.3 where supported. We support older browsers with TLS v1.2. All user passwords are stored using the Bcrypt password hashing function and stored in the database. Bcrypt uses salts and a complex hashing algorithms.

Security the controller can implement

Further, our customers (the controllers) can enable 2FA on their account and we allow for detailed user permissions so they can easily and efficiently control who has access to each of their servers. We also fully support and encourage use of email standards like DKIM, SPF, and DMARC, giving them control over their domain’s reputation and reducing the risk of email spoofing.

ANNEX III – LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors, as found on the data importer's website here: https://consentkit.com/legal/subprocessors. Use of subprocessors, including any addition or replacement of sub-processors, will be in accordance with Clause 9.