Addendum A

SecureDocs, Inc. Data Protection Addendum

1. **Definitions and interpretation**

1.1   In this Data Protection Addendum, unless the context otherwise requires:

"Affiliate(s)" means any entity that directly or indirectly controls, is controlled by, or is under common control or ownership with a party, where "control" and "controlled by" and "under common control with" means the possession of the power to direct, cause or significantly influence the direction of the entity, whether through the ownership of voting securities, by contract, or otherwise.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq.

"Customer Personal Data" means all Personal Data processed by SecureDocs on behalf of the Customer under or in connection with the Services.

"Data Controller" and "**Data Processor**" have the meaning given to the term "controller" and "processor" (respectively) in Article 4 of GDPR.

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the EU Data Protection Laws.

"Data Subject Request" means a request from a Data Subject to exercise its rights under the EU Data Protection Laws in respect of that Data Subject's Personal Data.

"EU Data Protection Laws" means (i) EU Regulation 2016/679 ("**GDPR**"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR including the UK Data Protection Act 2018 as it relates to GDPR; and (iii) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time.

"Security Breach" means any actual loss, unauthorised or unlawful processing, destruction, damage, or alteration, or unauthorised disclosure of, or access to the Customer Personal Data.

"Standard Contractual Clauses" means the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj. For the purposes of the Standard Contractual Clauses, SecureDocs agrees that it is the "data importer" and Customer is the "data exporter."

"Sub-Processor" means a subcontractor (including any affiliates of SecureDocs) appointed by SecureDocs to process Customer Personal Data as set out in paragraph 7.1.

1.2   In this Data Protection Addendum, the terms **"Data Subject"**, **"Personal Data"**, **"process"**, **"processing"**, **"transfer"** (in the context of transfers of Personal Data) and **"technical and organisational measures"** shall have the meanings set out in and otherwise be interpreted in accordance with the GDPR.

1.3   In this Data Protection Addendum, any capitalised terms not defined herein shall have the meaning given to them in the Terms of Service.

2.   Compliance with the EU Data Protection Laws

2.1   The Customer shall:

(a) ensure that any instructions it issues to SecureDocs shall comply with the EU Data Protection Laws;

(b) have the sole responsibility for the accuracy, quality and legality of the Customer Personal Data and the means by which the Customer acquired the Customer Personal Data;

(c) have the sole responsibility for the establishment of the legal basis for processing the Customer Personal Data under the EU Data Protection Laws, including providing all notices and obtaining all consents as may be required under the EU Data Protection Laws in order for SecureDocs to process the Customer Personal Data as otherwise contemplated in relation to the Services.

(d) comply with its obligations under the EU Data Protection Laws as they apply to it as a Data Controller of the Customer Personal Data.

2.2 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the EU Data Protection Laws, and shall make such information available to any DP Regulator on request.

2.3 SecureDocs will provide reasonable cooperation to Customer (at Customer's expense) in connection with any data protection impact assessment that Customer may be required to perform under EU Data Protection Laws.

3. Processing and security

3.1 In performing the Services, to the extent that SecureDocs receives from, or processes of behalf of the Customer, and Personal Data, SecureDocs shall only process the types of Customer Personal Data, and only in respect of the categories of Data Subjects, and only for the nature and purposes of processing and duration, as is set out in the Appendix to this Data Protection Addendum.

3.2 In processing the Customer Personal Data, SecureDocs shall:

(e) process Customer Personal Data only in accordance with the Customer's written instructions from time to time (including those set out in this Data Protection Addendum) provided such instructions are lawful and unless it is otherwise required by any applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, SecureDocs shall notify the Customer of the relevant legal requirement before processing the Customer Personal Data) and only for the duration of this Data Protection Addendum;

(f) inform the Customer as soon as is reasonably practicable if it receives a Data Subject Request in respect of Customer Personal Data;

(g) not disclose any Customer Personal Data to any Data Subject or to a third party (including any subcontractor or Affiliate) other than at the written request of the Customer or as expressly provided for in this Data Protection Addendum;

(h) taking into account:

(i) the state of the art;

(ii) the nature, scope, context and purposes of the processing; and

(iii) the risk and severity of potential harm,

implement technical and organisational measures and procedures to ensure a level of protection for the Customer Personal Data appropriate to the risk, including the risk of

accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access; and

(i)   take commercially reasonable steps to ensure its personnel who are authorised to have access to the Customer Personal Data, and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing Customer Personal Data.

3.3   SecureDocs shall inform the Customer without undue delay of becoming aware of any Security Breach.

4.   Return or destruction of Personal Data

4.1   Subject to paragraph 4.2, SecureDocs shall, as the Customer so directs, take reasonable steps to return or irretrievably delete all Customer Personal Data in its control or possession on expiry or termination of this Data Protection Addendum.

4.2   Paragraph 4.1 will not apply to the extent that SecureDocs is also a Data Controller of any Customer Personal Data, or to the extent that SecureDocs is required by law or in order to defend any actual or possible legal claims to retain any Customer Personal Data.

5.   Audit

5.1   SecureDocs shall permit the Customer or its representatives to access any relevant premises, personnel or records of SecureDocs on reasonable notice to audit and otherwise verify compliance with this Data Processing Addendum, subject to the following requirements:

(a)   the Customer may perform such audits no more than once per year or more frequently if required by the EU Data Protection Laws;

(b)   the Customer may use a third party to perform the audit on its behalf, provided such third party executes a confidentiality agreement acceptable to SecureDocs before the audit;

(c)   audits must be conducted during regular business hours, subject to SecureDocs' policies, and may not unreasonably interfere with SecureDocs' business activities;

(d)   the Customer must provide SecureDocs with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. The Customer may use the audit reports only for the purposes of meeting its audit requirements under the EU Data Protection Laws and/or confirming compliance with the requirements of this Data Protection Addendum. The audit reports shall be confidential;

(e)   to request an audit, the Customer must first submit a detailed audit plan to SecureDocs at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. SecureDocs will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that could compromise SecureDocs' confidentiality obligations or its security, privacy, employment or other relevant policies). SecureDocs will work cooperatively with the Customer to agree a final audit plan;

(f)   nothing in this paragraph 5 shall require SecureDocs to breach any duties of confidentiality owed to any of its clients, employees or third party providers; and

(g)   all audits are at the Customer's sole cost and expense.

6.   Co-operation and assistance

6.1   SecureDocs shall provide commercially reasonable co-operation and assistance to, and will provide any information reasonably required by, the Customer, to enable the Customer to:

(a)   ensure its compliance with the Customer's obligations under the EU Data Protection Laws (including Articles 32-36 of GDPR) in respect of Customer Personal Data; and

(b)   deal with and respond to all investigations and requests for information relating to the Customer Personal Data from any DP Regulator.

6.2   If SecureDocs receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates to Customer Personal Data or to either party's compliance with the EU Data Protection Laws, it shall notify the Customer as soon as reasonably practicable.

7.   Sub-Processors

7.1   The Customer generally agrees that SecureDocs may engage third party providers including any advisers, contractors, or auditors to process Customer Personal Data ("**Sub-Processors**").

7.2   If SecureDocs engages a new Sub-Processor ("**New Sub-Processor**"), SecureDocs shall inform the Customer of the engagement of such New Sub-Processor by sending an email notification to the Customer and the Customer may object to the engagement of such New Sub-Processor by notifying SecureDocs within 5 business days of SecureDocs' email notification, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this Data Protection Addendum. If the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer.

7.3   SecureDocs shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which SecureDocs is subject under this Data Protection Addendum.

7.4   Any sub-contracting or transfer of Customer Personal Data under this Data Protection Addendum shall not relieve SecureDocs of any of its liabilities, responsibilities and obligations to the Customer under this Data Protection Addendum, and SecureDocs shall remain liable for the acts and omission of its Sub-Processors.

7.5   Where Customer Personal Data is processed by SecureDocs under or in connection with the Services on behalf of the Customer as the Data Controller, the Customer agrees that SecureDocs may disclose such Customer Personal Data to SecureDocs' employees, sub-contractors, agents, affiliates and affiliate employees under this Data Protection Addendum, for compliance with applicable law and where it is required to defend any actual or possible legal claims. SecureDocs shall take reasonable steps to ensure the reliability of any person who has access to the Customer Personal Data and ensure that such persons are aware of SecureDocs' obligations under this Data Protection Addendum.

8.   Transfer of Personal Data

SecureDocs will not transfer Personal Data subject to EU Data Protection Laws outside the European Economic Area ("EEA") unless SecureDocs takes such measures as are necessary to provide adequate protection for such Personal Data consistent with the requirements of EU Data Protection Laws. To the extent SecureDocs processes (or causes to be processed) any Personal Data originating from the EEA in a country that has not been designated by the European Commission as providing an adequate level of protection for Personal Data, the Personal Data shall be deemed to have adequate protection (within the meaning of Data Protection Laws) by virtue of the Standard Contractual Clauses. For the purposes of the Standard Contractual Clauses: (i) the module two (controller to processor) terms shall apply to the extent Customer is a Controller of Personal Data and the module three (processor to processor) terms shall apply to the extent Customer is a Processor of the Personal Data; (ii) Clause 9, Option 2 of the applicable module of the Standard Contractual Clauses shall apply and SecureDocs may engage Sub-Processors as described in Section 7 of this Data Protection Addendum; (iii) in Clause 11, the optional language shall be deleted; (iv) the audits described in Clauses 8.3 and 8.9 of the applicable module of the Standard Contractual Clauses shall be

carried out as set out in and subject to the requirements of Section 5 of this Data Protection Addendum; (v) pursuant to Clauses 8.5 and 16(d), upon termination of this DPA, Personal Data will be returned or destroyed in accordance with Section 4 of this Data Protection Addendum; (vi) in Clause 17, Option 1 shall apply and the Standard Contractual Clauses shall be governed by laws of England and Wales; (vii) in Clause 18(b), disputes shall be resolved before the courts of England and Wales; (viii) the Annexes of the Standard Contractual Clauses shall be populated with the information set out in the Annexes to this Addendum. If and to the extent the Standard Contractual Clauses conflict with any provision of this DPA regarding the transfer of Personal Data from Customer to SecureDocs, the Standard Contractual Clauses shall prevail to the extent of such conflict..

To the extent SecureDocs adopts an alternative data export mechanism (including any new version of or successor to the Standard Contractual Clauses) for the transfer of Personal Data out of the EEA ("Alternative Transfer Mechanism"), the Alternative Transfer Mechanism shall apply instead of the transfer mechanisms described in this Data Protection Addendum (but only to the extent such Alternative Transfer Mechanism complies with applicable EU Data Protection Law and extends to the countries to which Personal Data is transferred). In addition, if and to the extent that a court of competent jurisdiction or supervisory authority orders that the measures described in this Data Protection Addendum cannot be relied on to lawfully transfer Personal Data (within the meaning of applicable EU Data Protection Law), SecureDocs may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of Personal Data.

9. CCPA

9.1 Definitions. "Commercial Purpose," "Consumer," "Personal Information," "Sell," and "Service Provider" have the meanings assigned to them in the CCPA.

9.2 CCPA Obligations. If Customer Data comprises Personal Data subject to the CCPA ("CCPA Covered Data"), SecureDocs is the Service Provider and, consistent with the requirements of the CCPA, shall not (a) Sell or share the CCPA Covered Data or (b) retain, use or disclose the CCPA Covered Data: (i) for any purpose, including any Commercial Purpose, other than for the specific purpose of providing and supporting the Software or (ii) outside of the parties' direct business relationship. SecureDocs certifies that it understands these restrictions and will comply with them.

9.3 Consumer Requests. Customer will be responsible for responding to Consumer requests in relation to CCPA Covered Data (each, a "Consumer Request"). If SecureDocs receives a Consumer Request then, to the extent legally permissible, SecureDocs will advise the Consumer to submit the Consumer Request to Customer, and Customer agrees that SecureDocs may confirm to a Consumer that the Consumer Request relates to Customer. To the extent Customer is unable through Customer's use of the Software to address a particular Consumer Request, SecureDocs will, upon Customer's request and taking into account the nature of the CCPA Covered Data, provide reasonable assistance in addressing the Consumer Request (provided SecureDocs is legally permitted and Customer has verified the request in accordance with the CCPA).

Appendix to Data Protection Addendum

The Personal Data processing activities carried out by SecureDocs under this Data Protection Addendum may be described as follows:

1.   **Subject matter of processing**

     The subject matter of the Order Form to the extent that the Services to be provided will involve the processing of Personal Data.

2.   **Nature and purpose of processing**

     SecureDocs encrypts and stores the Personal Data provided to it by the Customer as necessary to provide the Services, or as otherwise instructed by the Customer.

3.   **Categories of Personal Data**

     The Customer may provide Personal Data to SecureDocs through the Services. The Customer will determine and control the categories of Personal Data and these may include, but not be limited to, contact details (including telephone numbers and email addresses), names, device location data and technical data of a user's device.

4.   **Categories of data subjects**

     The Customer may submit Personal Data to SecureDocs through the Services. The Customer will determine and control the categories of data subject and these may include, but not be limited to employees of the Customer, contractors, consultants, freelancers or agents of the Customer, or any users authorized to use the Services by the Customer.

5.   **Duration**

     SecureDocs processes the Personal Data for the duration of its provision of the Services to the Customer as set out the relevant Order Form, including any renewal term.