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## Data Processing Addendum

This Data Processing Addendum ("**DPA**") forms an integral part of, and is subject to the SR pro marketing Terms of Service, entered into by and between you, the customer ("**Customer**" or "**Controller**") and SR pro marketing Ltd. and its Affiliates (as defined below) ("**SR pro marketing**" and the "**Terms**"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Terms.

**Whereas,** in connection with the performance of its obligations under the Terms, SR pro marketing may Process Customer Personal Data (both as defined below) on behalf of the Customer; and

**Whereas,** the parties wish to set forth the mutual obligations with respect to the processing of Customer Personal Data by SR pro marketing ;

**Now therefore,** intending to be legally bound, the parties hereby agree as follows:

1. **Definitions.** In addition to capitalized terms defined elsewhere in this DPA, the following terms shall have the meanings set forth opposite each one of them:
  1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
  2. "**Applicable Law**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with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, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**") and laws implementing or supplementing the GDPR.
  3. "**Customer Personal Data**" means any Personal Data Processed by SR pro marketing on behalf of Customer pursuant to or in connection with the Terms;
  4. "**Data Protection Laws**" means Applicable Law and, to the extent applicable, the data protection or privacy laws of any other applicable country as agreed in writing between the parties, including in the US.
  5. "**Sub Processor**" means any person (excluding an employee of SR pro marketing or any SR pro marketing Affiliate) appointed by or on behalf of SR pro marketing or any SR pro marketing Affiliate to Process Personal Data on behalf of the Customer in connection with the Principal Terms.
  6. The terms "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the meanings ascribed to them in the GDPR.
2. **Processing of Customer Personal Data.**
  - a. SR pro marketing shall Process Customer Personal Data at the Customer's instructions as specified in the Terms and/or this DPA, including without limitation, with regard to transfers of Customer Personal Data to a third country or international organization. Any other Processing shall only be permitted in the event that such Processing is required by Applicable Law to which SR pro marketing is subject. In such event, SR pro marketing shall, unless prohibited by such Applicable Law, inform Customer of that requirement before engaging in such Processing.
  - b. Customer instructs SR pro marketing (and authorizes SR pro marketing to instruct each Sub Processor) to (i) Process Customer Personal Data for the provision of the services, as detailed in the Terms ("**Services**") and as otherwise set forth in the Terms and in this DPA; and (ii) transfer Customer Personal Data to any country or territory as reasonably necessary for the provision of the Services and in accordance with Applicable Law.

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- c. Customer sets forth the details of the Processing of Customer Personal Data, as required by article 28(3) of the GDPR in **Schedule 1** (*Details of Processing of Customer Personal Data*), attached hereto.
    - d. SR pro marketing shall be allowed to exercise its own discretion in the selection and use of such means as it considers necessary to pursue the purposes set forth in **Schedule 1**, subject to the requirements of this DPA.
  3. **Controller**. Customer represents and warrants that it has and shall maintain throughout the term of the Terms and this DPA, all necessary rights to provide the Customer Personal Data to SR pro marketing for the Processing to be performed in relation to the Services and in accordance with the Terms and this DPA. To the extent required by Applicable Law, Customer is responsible for obtaining any necessary Data Subject consents to the Processing, and for ensuring that a record of such consents is maintained throughout the terms of the Terms and this DPA and/or as otherwise required under Applicable Law. In the event that any Data Subject exercises any of its rights under Applicable Law, then Customer shall notify SR pro marketing of any such Data Subject request relevant to SR pro marketing, within seven (7) business days.
  4. **Processor Employees**. SR pro marketing shall take reasonable steps to ensure that access to the Customer Personal Data is limited on a need to know and/or access basis, and that all SR pro marketing employees receiving such access are subject to confidentiality undertakings or professional or statutory obligations of confidentiality in connection with their access to and use of Customer's Personal Data.
  5. **Security**. SR pro marketing shall implement appropriate technical and organizational measures to ensure an appropriate level of security of the Customer Personal Data, including, as appropriate and applicable, the measures referred to in Article 32(1) of the GDPR. In assessing the appropriate level of security, SR pro marketing shall take into account the risks that are presented by the nature of the Processing and the information available to SR pro marketing.
  6. **Personal Data Breach**.
    - a. SR pro marketing shall notify Customer without undue delay and, where feasible, not later than within forty-eight (48) hours upon SR pro marketing becoming aware of a Personal Data Breach affecting Customer Personal Data. In such event, SR pro marketing shall provide Customer with reasonable and available information to assist Customer to meet any obligations to inform Data Subjects or Supervisory Authorities of the Personal Data Breach as required under the Applicable Law.
    - b. At the written request of the Customer, SR pro marketing shall reasonably cooperate with Customer and take such commercially reasonable steps as are agreed by the parties or required under Applicable Law to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
  7. **Sub Processing**.
    - a. Customer authorizes SR pro marketing to appoint (and permits each Sub Processor appointed in accordance with this Section 7 to appoint) Sub Processors in accordance with this Section 7.
    - b. SR pro marketing may continue to use those Sub Processors already engaged by SR pro marketing as identified to Customer as of the date of this DPA.
    - c. SR pro marketing may appoint new Sub Processors and shall give notice of the appointment of any new Sub Processor to Customer by updating the list available at <https://SRpro.marketing/subprocessors>. If, within seven (7) days of such notice, Customer notifies SR pro marketing in writing of any objections (on reasonable grounds) to the proposed appointment, SR pro marketing shall not appoint for the processing of Customer Personal Data

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the proposed Sub Processor until reasonable steps have been taken to address the objections raised by Customer, and Customer has been provided with a reasonable written explanation of the steps taken. Where such steps are not sufficient to relieve Customer's reasonable objections then Customer or SR pro marketing may, by written notice to the other party, with immediate effect, terminate the Terms to the extent that it relates to the Services which require the use of the proposed Sub Processor without bearing liability for such termination.

- d. With respect to each new Sub Processor, SR pro marketing shall:
  - i. before the Sub Processor first Processes Customer Personal Data, take reasonable steps (for instance by way of reviewing privacy policies as appropriate) to ensure that the Sub Processor is committed and able to provide the level of protection for Customer Personal Data required by the Terms; and
  - ii. ensure that the arrangement between SR pro marketing and the Sub Processor is governed by a written contract, including terms which offer materially similar level of protection for Customer Personal Data as those set out in this DPA and that meet the requirements of Applicable Law.
- e. SR pro marketing shall remain fully liable to the Customer for the performance of any Sub Processor's obligations.

8. **Data Subject Rights.**

- a. Customer shall be solely responsible for compliance with any statutory obligations concerning requests to exercise Data Subject rights under Data Protection Laws (e.g., for access, rectification, deletion of Customer Personal Data, etc.). SR pro marketing shall use commercially reasonable efforts to assist Customer to fulfill Customer's obligations with respect to such Data Subject requests, as required under Applicable Law, at Customer's sole expense.
- b. SR pro marketing shall:
  - i. promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
  - ii. ensure that it does not respond to that request except on the documented instructions of Customer or as required by Applicable Law to which SR pro marketing is subject, in which case SR pro marketing shall, to the extent permitted by Applicable Law, inform Customer of that legal requirement before it responds to the request.

9. **Data Protection Impact Assessment and Prior Consultation.** At Customer's written request and expense, SR pro marketing and each Sub Processor shall provide reasonable assistance to Customer with respect to any Customer Personal Data Processed by SR pro marketing and/or a Sub Processor, with any data protection impact assessments or prior consultations with Supervisory Authorities or other competent data privacy authorities, as required under any applicable Data Protection Laws.

10. **Deletion or Return of Customer Personal Data.** SR pro marketing shall promptly and in any event within up to sixty (60) days of the date of cessation of provision of the Services to Customer involving the Processing of Customer Personal Data (the "**Cessation Date**"), delete, return or anonymize all copies of those Customer Personal Data, provided however that SR pro marketing may, subject to Applicable Law, retain Customer Personal Data.

11. **Audit Rights**

- a. Subject to Sections 11.2 and 11.3, SR pro marketing shall make available to a reputable auditor mandated by Customer in coordination with SR pro marketing, upon prior written request, such information reasonably necessary to demonstrate compliance with this DPA, and shall allow for audits, including inspections, by such reputable auditor mandated by the Customer in relation to

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the Processing of the Customer Personal Data by SR pro marketing, provided that such third-party auditor shall be subject to confidentiality obligations.

- b. Any audit or inspection shall at Customer's sole expense, and to SR pro marketing's obligations to third parties, including with respect to confidentiality.
- c. Customer and any auditor on its behalf shall use best efforts to minimize or avoid causing any damage, injury or disruption to SR pro marketing premises, equipment, employees and business. Customer and SR pro marketing shall mutually agree upon the scope, timing and duration of the audit or inspection in addition to the reimbursement rate for which Customer shall be responsible. SR pro marketing need not give access to its premises for the purposes of such an audit or inspection:
  - i. to any individual unless he or she produces reasonable evidence of identity and authority;
  - ii. if SR pro marketing was not given a prior written notice of such audit or inspection;
  - iii. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis; or
  - iv. for the purposes of more than one (1) audit or inspection, in respect of each SR pro marketing, in any calendar year, except for any additional audits or inspections which:
    - 1) Customer reasonably considers necessary because of genuine concerns as to SR pro marketing's compliance with this DPA; or
    - 2) Customer is required to carry out by Applicable Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Applicable Law in any country or territory, where Customer has identified its concerns or the relevant requirement or request in its prior written notice to SR pro marketing of the audit or inspection.

12. **Liability and Indemnity.** Customer shall indemnify and hold SR pro marketing harmless against all claims, actions, third party claims, losses, damages and expenses incurred by the SR pro marketing and arising directly or indirectly out of or in connection with a breach of this DPA and/or the Applicable Law by Customer.

13. **General Terms**

a. **Governing Law and Jurisdiction.**

- i. The parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Terms with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and
- ii. This DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Terms.

b. **Order of Precedence.**

- i. Nothing in this DPA reduces SR pro marketing's obligations under the Terms in relation to the protection of Customer Personal Data or permits SR pro marketing to Process (or permit the Processing of) Customer Personal Data in a manner that is prohibited by the Terms.
- ii. This DPA is not intended to, and does not in any way limit or derogate from Customer's own obligations and liabilities towards SR pro marketing under the Terms, and/or pursuant to the Applicable Law or any law applicable to Customer, in connection with the collection, handling and use of Customer Personal Data by Customer or its Affiliates or other processors or their sub-processors, including with respect to the transfer or provision of Customer Personal Data to SR pro marketing and/or providing access thereto to SR pro marketing.

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- iii. Subject to this Section 13.2, with regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Terms and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail. In the event of inconsistencies between the provisions of this DPA and the Standard Clauses, the Standard Clauses shall prevail.
  - c. **Changes in Data Protection Laws.**
    - i. Customer may by at least forty-five (45) calendar days' prior written notice to SR pro marketing, request in writing any variations to this DPA if they are required as a result of any change in, or decision of a competent authority under any applicable Data Protection Law in order to allow Customer Personal Data to be Processed (or continue to be Processed) without breach of that Data Protection Law; and
    - ii. If Customer gives notice with respect to its request to modify this DPA under Section 13.3.1:
      - 1) SR pro marketing shall make commercially reasonable efforts to accommodate such modification request; and
      - 2) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by SR pro marketing to protect SR pro marketing against additional risks, or to indemnify and compensate SR pro marketing for any further steps and costs associated with the variations made herein.
  - d. **Severance.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall either be (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

#### ***Schedule 1: Details of Processing of Controller Personal Data***

This **Schedule 1** includes certain details of the Processing of Controller Personal Data as required by Article 28(3) GDPR.

#### **Subject matter and duration of the Processing of Controller's Personal Data.**

The subject matter and duration of the Processing of the Controller's Personal Data are set out in the Terms, in SR pro marketing's Privacy Notice ("**Privacy Notice**"), and this DPA.

#### **The nature and purpose of the Processing of Controller Personal Data:**

Rendering Services in the nature of an interactive training platform, as detailed in the Terms and the Privacy Notice.

#### **The types of Controller Personal Data to be Processed are as follows:**

As detailed in the Privacy Notice.

#### **The categories of Data Subject to whom the Controller Personal Data relates to are as follows:**

Data Subjects who are end users of SR pro marketing's web and mobile application services.

#### **The obligations and rights of Controller.**

The obligations and rights of Controller are set out in the Terms and this DPA.