

DATA PROCESSING ADDENDUM

IT IS HEREBY AGREED that:

1. DEFINITIONS

1.1 In this Addendum, the following definitions shall apply, unless the context otherwise requires:

“**Data Protection Legislation**” shall mean any applicable law or regulation pertaining to data protection, privacy, and/or the processing of personal information, to the extent applicable in respect of a party’s obligations under this Addendum, including the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (the GDPR) and any other laws and associated regulations relating to the protection of personal data and the privacy of individuals;

“**Agreement**” means the agreement between Firmex and the Subscriber in respect of the provision of the Services;

“**Data Subjects**” has the same meaning as in the Data Protection Legislation;

“**DPIA**” means a data privacy impact assessment;

“**Personal Data**” has the same meaning as in the Data Protection Legislation;

“**Processing**” has the same meaning as in the Data Protection Legislation;

“**Services**” means the virtual data room and related services provided by Firmex to the Subscriber.

1.2 All other defined terms used in the Agreement shall apply equally in this Addendum.

1.3 Paragraph and Appendix headings shall not affect the interpretation of this Addendum.

1.4 References to paragraphs and Schedules are to paragraphs of and Schedules to this Addendum.

1.5 The Appendices form part of this Addendum and shall have effect as if set out in full in the body of this Addendum. Any reference to this Addendum includes the Appendices.

1.6 A reference to “this Addendum” or to any other Addendum or document referred to in this Addendum is a reference to this Addendum or such other Addendum or document as varied, superseded or novated (in each case, other than in breach of the provisions of this Addendum or the provisions of the Addendum or document in question, as appropriate) from time to time.

1.7 Unless the context otherwise requires, in this Addendum words in the singular shall include the plural and, in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.

1.8 A “person” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this Addendum shall apply for the purposes of this Addendum to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. CONSIDERATION

In consideration of the mutual covenants and Addendums in this Addendum and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Firmex and the Subscriber hereby agree in accordance with the terms of this Addendum.

3. FIRMEX RESPONSIBILITIES

3.1 Firmex will process Personal Data in order to:

3.1.1 provide the Services in accordance with the terms of the Agreement;



- 3.1.2 receive payments for the provision of the Services;
 - 3.1.3 monitor, prevent and detect fraudulent payment transactions;
 - 3.1.4 comply with legal or regulatory obligations applicable to the processing and retention of payment data, including anti-money laundering screening and compliance with know-your-customer obligations; and
 - 3.1.5 improve Firmex's products and services.
- 3.2 Firmex shall:
- 3.2.1 inform the Subscriber promptly upon receipt of a request by a Data Subject for information under the Data Protection Legislation;
 - 3.2.2 not Process Personal data other than in accordance with the Subscriber's written instructions in accordance with Appendix 2 and Firmex shall inform the Subscriber immediately in the event that Firmex believes that such instructions are not in compliance with the Data protection Legislation;
 - 3.2.3 if it so chooses at its absolute discretion, transfer any Personal Data to, or access the same, from a country outside the European Economic Area without the prior written consent of the Subscriber. Firmex shall ensure that there are appropriate safeguards in place for any international transfers of Subscriber Personal Data outside of the European Economic Area including, by way of example but without limitation, by the use of the European Union Standard Contractual Clauses for controller to process transfers to its affiliates and/or subcontractors (if applicable);
 - 3.2.4 provide the Subscriber (at the Subscriber's reasonable cost) with such assistance as the Subscriber may reasonably require in order to respond to a request by a data subject;
 - 3.2.5 ensure that any persons used by Firmex to Process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data; and
 - 3.2.6 ensure that obligations equivalent to the obligations set out in this Addendum are included in all contracts between Firmex and permitted sub-contractors who will be Processing Personal Data.
- 3.3 The Subscriber consents to Firmex's existing subprocessors as at the date of this Agreement, which are listed at <https://www.firmex.com/sub-processor/> ("**Subprocessor List**"). Firmex will provide prior notice of the addition of any new subprocessor (each a "**New Subprocessor**") including general details of the processing it performs or will perform, which notice may be given by posting details of such addition to the Subprocessor List. If the Subscriber does not object in writing to Firmex's appointment of a New Subprocessor (on reasonable grounds relating to the protection of Subscriber Personal Data) within thirty (30) days of Firmex adding that New Subprocessor to the Subprocessor List, the Subscriber agrees that it will be deemed to have consented to that New Subprocessor. If the Subscriber provides such a written objection to Firmex, Firmex will notify the Subscriber in writing within thirty (30) days that either: (i) Firmex will not use the New Subprocessor to process the Subscriber Personal Data; or (ii) if Firmex is unable or unwilling to do so. If the notification in paragraph (ii) is given, the Subscriber may, within thirty (30) days of such notification, elect to terminate the Agreement upon written notice to Firmex. However, if no such notice of termination is provided within that timeframe, the Subscriber will be deemed to have consented to the New Subprocessor. Firmex will impose data protection terms on New Subprocessors to protect the Subscriber Personal Data to the same standard as provided for by this Agreement and Firmex will remain fully liable for any breach of this Agreement that is caused by any such subprocessor.
- 3.4 Firmex will implement and maintain appropriate technical and organizational measures (including the data security processes and requirements set out in Appendix 1 to this Addendum) to ensure a level of security in relation to the Personal Data appropriate to the risk, including with respect to the management and notification of Data Security Incidents (as that term is defined in Appendix 1).
- 3.5 At the choice of the Subscriber as notified in writing to Firmex, Firmex will delete or return any and all Personal Data to the Subscriber after the end of the provision of the Services and delete any and all existing copies held by Firmex, unless further storage of the Personal Data is required or authorised by the Data Protection Legislation.
- 3.6 To the extent required by the Data Protection Legislation, Firmex shall provide the Subscriber with commercially reasonable assistance, at the sole cost and expense of the Subscriber, in respect of any DPIAs that the Subscriber is required to carry out under the Data Protection Legislation.
- 3.7 Firmex hereby agrees, acknowledges and accepts that it is responsible for the security of any and all Personal Data in its possession, custody or control. When using Personal Data in conjunction with the Services, Firmex will only use such Personal Data as permitted by this Addendum, or any other agreements between Firmex and the Subscriber.

4. **PROVISION OF INFORMATION TO DATA SUBJECTS**

The Subscriber must, and shall be solely responsible for, ensuring that all Data Subjects are provided with adequate and appropriate information about the Processing of their Personal Data, including by the use of a clear and easily accessible data privacy notice.



5. **INCIDENT NOTIFICATION**

5.1 Other than to the extent necessary to comply with any and all applicable legal, regulatory or law enforcement requirements, Firmex hereby agrees that it must inform the Subscriber without any unreasonable delay whatsoever, and in any event not more than forty-eight (48) hours after Firmex becomes aware of any data security incidents (including, but not limited to, a loss, theft, misuse, unauthorised access, disclosure, or acquisition, destruction or other compromise of any Personal Data) that has occurred in Firmex's systems (a "Data Incident").

5.2 In the event of a Data Incident, Firmex will provide the Subscriber with any and all reasonable information and cooperation to enable the Subscriber to fulfill any data breach reporting obligations the Subscriber may have under (and in accordance with the timescales required by) the Data Protection Legislation.

5.3 Firmex agrees that it will further take all reasonably necessary measures and actions, and do such things as are reasonably required to remedy or mitigate the effects of the Data Incident and Firmex will keep the Subscriber informed of all material developments in connection with the Data Incident.

6. **VERIFICATION AND AUDIT**

6.1 If requested by the Subscriber, Firmex will (on a confidential basis) provide the Subscriber with a written report to verify Firmex's compliance with the Data Protection Legislation and the terms of this Addendum.

6.2 Firmex shall further provide written responses (on a confidential basis) to all reasonable and not excessive requests from the Subscriber for information in respect of this Addendum, including responses to information security and audit questionnaires provided by the Subscriber to Firmex.

6.3 The parties hereby agree and acknowledge that it is their intention, where possible, to rely on the provision of written responses provided under paragraphs 6.1 and 6.2 above to verify and confirm Firmex's compliance with the Applicable Law and the terms of this Addendum. However, Firmex shall allow the Subscriber (or its appointed third-party auditors) to carry out an audit of Firmex's processing of Personal Data under this Addendum.

6.4 In respect of an audit in accordance with paragraph 6.3 above, the Subscriber shall:

6.4.1 provide Firmex with reasonable prior notice of such intention to carry out the audit and the proposed date to do so;

6.4.2 conduct the audit during normal business hours;

6.4.3 be liable for any and all costs and expenses in relation to such audit; and

6.4.4 take all reasonable measures to prevent unnecessary disruption to Firmex's operations.

6.5 Any such audit under paragraph 6.3 above shall be subject to Firmex's security and confidentiality terms and guidelines in force from time to time.

7. **LIMITATION OF LIABILITY**

The total liability of Firmex (and its employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this Addendum, whether in contract, tort, or otherwise, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in clause 8 of the Agreement.

8. **WAIVER**

8.1 No failure or delay by either party in exercising any right or remedy under this Addendum or by law, shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

8.2 Unless specifically provided otherwise, rights arising under this Addendum are cumulative and do not exclude rights provided by law.

9. **SEVERANCE**

9.1 If any provision of this Addendum (or any part of any provision) is found by any Court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed



not to form part of this Addendum, and the validity and enforceability of the other provisions of this Addendum shall not be affected.

9.2 If any provision of this Addendum (whether part or whole) is found to be invalid, illegal or unenforceable, then that provision (or part of it) shall apply with the minimum modification necessary to make it valid, legal and enforceable.

10. **TERM OF THIS ADDENDUM**

This Addendum shall continue in full force and effect for the duration of the Agreement. Firmex's obligations in respect of the implementation and maintenance of appropriate and adequate security measures in relation to the processing of Personal Data shall survive the termination of this Addendum and shall continue for the duration of time that Firmex retains any Personal Data of the Subscriber.

11. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Addendum has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Addendum but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12. **GOVERNING LAW**

The governing law and dispute resolution provisions of the Agreement will apply to this Addendum.



Appendix 1

Data Security

1. FIRMEX'S CONTROLS AND POLICIES

1.1 Firmex has in place and maintains and enforces a security program that addresses the management of Firmex's security and the security controls ("Controls"). The Controls include:

- 1.1.1 Firmex's approved and documented processes and procedures which it publishes internally, communicates to appropriate personnel within Firmex, and reviews not less than once each year;
- 1.1.2 a clear written assignment of responsibility and authority for activities in respect of the Controls;
- 1.1.3 policies covering, amongst other things and as may be applicable from time to time, acceptable computer use, data classification, cryptographic controls, access control, removable media, and remote access; and
- 1.1.4 regular testing of the key controls, systems and procedures.

1.2 Firmex has in place, maintains and enforces the Controls and related policies that address how Personal Data is collected, used and shared by Firmex.

2. MANAGEMENT OF RISKS

Firmex performs and undertakes from time to time appropriate risk assessments and implements and maintains in place controls for risk identification, analysis, monitoring, reporting, and corrective action identified as being required as a result of such risk assessments.

3. MANAGEMENT OF ASSETS

Firmex maintains and enforces an asset management program that appropriately classifies and controls hardware and software assets throughout their life cycle.

4. TEAM MEMBER EDUCATION AND AWARENESS

4.1 Firmex requires that all employee team members, agents, and contractors ("Team Members") acknowledge, confirm and agree to adhere to their data security and privacy responsibilities under Firmex's policies and procedures as are in place and amended from time to time.

4.2 In relation to Team Members who, in the course of undertaking their employment or engagement with Firmex, Process Personal Data, Firmex shall, in respect of such Team Members:

- 4.2.1 implement a procedure for, and undertake, pre-employment background checks and screening;
- 4.2.2 conduct and require Team Members to undertake security and privacy training;
- 4.2.3 implement and enforce disciplinary processes for violations of data security or privacy requirements; and
- 4.2.4 upon termination or applicable role change, promptly remove and/or update Team Member access rights and require the return or destruction of Personal Data in the possession, custody or control of such Team Member.

5. VULNERABILITY ASSESSMENTS

Firmex performs periodic vulnerability assessments and network penetration testing on any and all systems, platforms, networks and applications that Process Personal Data.

6. PHYSICAL ACCESS CONTROL SYSTEMS

6.1 Firmex implements and maintains appropriate and robust access control systems designed specifically to maintain the confidentiality of Personal Data. These controls are reviewed and upgraded as Firmex sees fit from time to time and include:

- 6.1.1 authorisation processes for physical, privileged, and logical access to facilities, systems, networks, wireless networks, operating systems, mobile devices, system utilities, and other locations containing Personal Data; and
- 6.1.2 granting access only if it is logged, strictly controlled, and needed for a Team Member or third party to perform their job function.

6.2 Firmex authenticates each Team Member's identity through appropriate authentication credentials such as strong passwords, token devices, or biometrics.



Appendix 2 Data Processing Instructions

This Appendix 2 describes the Processing that Firmex will perform on behalf of the Subscriber.

This Appendix supplements the data processing activities described in the Firmex Privacy Policy (<https://www.firmex.com/company/privacy-policy/>).

Subject matter, nature and purpose of the processing operations

The Subscriber Personal Data will be subject to the following basic processing activities:

- Providing the Services purchased by the Subscriber under the Agreement;
- Providing account management and customer technical support services.

Firmex provides the Services but does not determine the content of any information held in the systems, devices, files and other data in association with the Subscriber's use of the Services which is determined solely by the Subscriber, and Firmex processes these systems, devices, files, and other data solely for the purpose of providing the Services procured by the Subscriber.

Duration of the processing operations

The Subscriber Personal Data will be processed for the following duration:

- The duration specified in Paragraph 10 of the Data processing Addendum.

Data subjects

The Subscriber Personal Data concerns the following categories of data subjects:

- Data subjects include the individuals about whom Personal Data is provided to Firmex via the Services by (or at the direction of) the Subscriber.

Types of personal data

The Subscriber Personal Data concerns the following categories of data:

- Personal Data relating to individuals provided to Firmex via the Services, by (or at the direction of) the Subscriber.

Special categories of data (if appropriate)

The Subscriber Personal Data concerns the following special categories of data:

- Unless otherwise specified, Firmex's services are not designed to process special categories of data.

