

WORKetc Pty Ltd. Data Processing Addendum

1. Introduction

This Data Processing Addendum (“**Addendum**”) entered into between WORKetc Pty. Ltd and the Customer and is incorporated into and governed by the terms of our Terms of Service and any Professional Services Agreement (the “**Terms**”), which together with any exhibits, form the “Agreement” between WORKetc Pty. Ltd (“**WORKetc**”) and the customer who entered into the Terms of Service (“**Customer**”). This Addendum governs the manner in which WORKetc shall process Customer Personal Data (as defined below) and shall be effective as of the date that Customer agreed to the Terms. In the event of a conflict between the Agreement, including any exhibits, and this Addendum, the provision imposing the stricter data protection requirements of any conflicting provision shall control.

Capitalized terms have the meaning given to them in the Agreement, unless otherwise defined below.

2. Definitions

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

- a) “**Applicable Data Protection Law(s)**” means the relevant data protection and data privacy laws, rules and regulations to which the Customer Personal Data are subject. “Applicable Data Protection Law(s)” shall include, but not be limited to, the requirements of the EU General Data Protection Regulation (2016/679), that took effect on May 25, 2018 (the “GDPR”).
- b) “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of personal data.
- c) “**Customer Personal Data**” means Personal Data pertaining to Customer’s users or employees located in the European Union that is received or collected by WORKetc. The Customer Personal Data and the specific uses of the Customer Personal Data are detailed in Schedule 1, as required by the GDPR.
- d) “**Personal Data**” shall have the meaning assigned to the terms “personal data” or “personal information” under Applicable Data Protection Law(s).
- e) “**Privacy Shield**” collectively means the EU - US Privacy Shield Framework established by the US Department of Commerce and the European Commission and the Swiss-U.S. Privacy Shield Framework established by the U.S. Department of Commerce and the Swiss Administration.
- f) “**Process,**” “**Processes,**” “**Processing,**” “**Processed**” means any operation or set of operations which is performed on data or sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- g) “**Processor**” means a natural or legal person, public authority, agency or other body which Processes Customer Personal Data subject to this Addendum.
- h) “**Security Incident(s)**” means the unauthorized access, use or disclosure of Customer Personal Data.
- i) “**Third Party(is)**” means WORKetc authorized contractors, agents, vendors and third-party service providers (i.e., sub-processors) that Process Customer Personal Data.
- j) “**Sensitive Personal Data**” means the “special categories of personal data” under Applicable Data Protection Law(s) and shall include 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

WORKetc Pty Ltd. Data Processing Addendum

identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

3. Data Handling, Access and Processing

- a) **Role of the Parties.** As between WORKetc and Customer, Customer is the Controller of Customer Personal Data, and WORKetc shall Process Customer Personal Data as a Processor acting on behalf of Customer, as to the Processing identified in Schedule 1. To the extent, if at all, the Agreement provides WORKetc with the right to determine the purposes and means of processing Personal Data pertaining to Customer's users located in the European Economic Area (EEA) (including the United Kingdom and Switzerland), beyond the Processing identified in Schedule 1, and WORKetc in fact engages in any such Processing, WORKetc may instead be a Controller under Applicable Data Protection Law(s) as to such Processing. Where WORKetc is a Controller under Applicable Data Protection Law(s), Processing undertaken in its capacity as a Controller shall not be subject to this Addendum, and WORKetc instead shall engage in such Processing in accordance with any Applicable Data Protection Law(s) applicable to Controllers.
- b) **General Compliance.** Customer Personal Data shall be Processed in compliance with the terms of this Addendum and all Applicable Data Protection Law(s).
- c) **General Compliance by Customer.** Customer agrees that (i) it shall comply with its obligations as Controller under Applicable Data Protection Law(s) in respect of its Processing of Customer Personal Data and any Processing instructions it issues to WORKetc, and (ii) it has provided notice and obtained (or shall obtain) all necessary consents (including without limitation, verifiable consent) and rights necessary under Applicable Data Protection Law(s) for WORKetc to Process Customer Personal Data and provide the WORKetc Services pursuant to the Agreement and this Addendum.
- d) **WORKetc and Third-Party Compliance.** WORKetc agrees to (i) enter into an agreement with Third Parties regarding such Third Parties' Processing of Customer Personal Data that imposes on such Third Parties data protection and security requirements for Customer Personal Data that are compliant with Applicable Data Protection Law(s); and (ii) remain responsible to Customer for WORKetc Third Parties' (and their sub-processors if applicable) failure to perform their obligations with respect to the Processing of Customer Personal Data.
- e) **Authorization to Use Third Parties.** To the extent necessary to fulfil WORKetc's contractual obligations under the Agreement or any Statement of Work, Customer hereby authorizes (i) WORKetc to engage Third Parties and (ii) Third Parties to engage sub-processors. Any transfer of Customer Personal Data shall comply with Applicable Data Protection Law(s). WORKetc will provide upon request, and at the Customer's expense, any records of Processing of Customer Personal Data that Processors are required to maintain and provide under Applicable Data Protection Law(s).
- f) **Right to Object to Third Parties.** WORKetc shall include a list of approved Third Parties as of the effective date of this Addendum in Schedule 2. Thereafter, upon request, WORKetc shall make available for review an updated list of Third Parties. Customer may object to any new Third Party within thirty (30) days of receipt of the updated list, such that WORKetc will either (a) instruct the Third Party to cease any further processing of Customer Personal Data, in which event this Addendum shall continue unaffected, or (b) allow Customer to terminate the part of the service performed under the Agreement that cannot be performed by WORKetc without use of the objectionable Third Party. If Customer does not object within thirty (30) days of publication of updated list of Third Parties, the new Third Party shall be deemed accepted and WORKetc may continue to use it.
- g) **Following Instructions.** WORKetc shall Process Customer Confidential Data in accordance with the written instructions of Customer or as specifically authorized by this Addendum, or the Agreement. WORKetc will,

WORKetc Pty Ltd. Data Processing Addendum

unless legally prohibited from doing so, inform Customer should it become aware that there is a conflict between Customer's instructions and applicable law or otherwise seeks to Process Customer Personal Data in a manner that is inconsistent with Customer's instructions.

- h) Confidentiality. Any person authorized to Process Customer Personal Data must agree to maintain the confidentiality of such information or be under a contractual obligation of confidentiality.
- i) Personal Data Inquiries and Requests. WORKetc agrees to comply with all reasonable instructions from Customer related to any requests from individuals exercising their rights in Personal Data granted to them under Applicable Data Protection Law(s) ("**Privacy Request**"). At Customer's request, WORKetc agrees to provide best endeavours to assist Customer in answering or complying with any Privacy Request.
- j) Processing of Certain Types of Personal Data. Customer agrees that it shall not use the WORKetc Services to Process Sensitive Personal Data nor data that may be deemed illegal or of unknown origin.

4. EU - U.S. Compliance

- a) Cross-Border Data Transfer Mechanism. Customer will operate as a data Controller and WORKetc will operate as a data Processor Processing Customer Personal Data only as necessary for the limited and specified purposes identified in this Addendum and/or the Agreement. WORKetc has certified its compliance with Privacy Shield, and WORKetc and Customer will use Privacy Shield as the adequacy mechanism supporting the transfer and Processing of Customer Personal Data.
- b) Prior Consultation. WORKetc agrees to provide reasonable assistance at Customer's sole expense to Customer where, in independent third party expert judgement, the type of Processing performed by WORKetc is likely to result in a high risk to the rights and freedoms of natural persons (e.g., systematic and extensive profiling, Processing sensitive Personal Data on a large scale and systematic monitoring on a large scale, or where the Processing uses new technologies) and thus requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities, which will be wholly at Customer's expense, including reimbursement to WORKetc for all reasonable expenses incurred as a result.
- c) Demonstrable Compliance. WORKetc agrees to keep records of its Processing in compliance with Applicable Data Protection Law(s) and provide such records to Customer upon reasonable request to assist Customer with complying with supervisory authorities' requests.
- d) Notice of Non-Compliance. WORKetc shall promptly notify Customer if it can no longer meet its obligations under this Section 4.

5. Information Security Program

WORKetc agrees to implement appropriate and reasonable technical and organizational measures designed to protect Customer Personal Data as required by Applicable Data Protection Law(s) (the "Information Security Program"). Further, WORKetc agrees to regularly test, assess and evaluate the effectiveness of its Information Security Program.

6. Audits

Upon request from Customer and fully at Customer's expense, including reimbursement to WORKetc for all incurred expenses, WORKetc agrees to reasonably cooperate with Customer for the purpose of verifying WORKetc's compliance with Applicable Data Protection Law(s). WORKetc uses a Third-Party for the hosting of Customer Personal Data. WORKetc does not have access to the facility of the Third-Party provider.

WORKetc Pty Ltd. Data Processing Addendum

7. Data Retention and Deletion upon Termination

Upon termination of the Agreement, Customer will be able to (with WORKetc's assistance if needed) delete the Customer Personal Data in WORKetc's possession or control by removing all Customer Personal Data from the WORKetc Service and deleting its account. At Customer's discretion and sole expense, either directly, or with the assistance of WORKetc, Customer shall have the opportunity to first export all Customer Personal Data before deleting its account. The foregoing requirement will not apply to the extent WORKetc is required by applicable law to retain some or all of the Customer Personal Data, or to Customer Personal Data that is archived on WORKetc's back-up systems. With regards to such Customer Personal Data on WORKetc's back-up systems, WORKetc will stop Processing and destroy or deidentify such data according to its data retention policies, except to the extent required by applicable law.

8. Security Incident

- a) Security Incident Procedure. WORKetc will endeavour to deploy and follow policies and procedures to detect, respond to, and otherwise address Security Incidents including procedures to (i) identify and respond to suspected or known Security Incidents, mitigate harmful effects of Security Incidents, document Security Incidents and their outcomes, and (ii) restore the availability or access to Customer Personal Data in a timely manner.
- b) Notice. WORKetc agrees to provide timely written notice within the time frame required under Applicable Data Protection Law(s) to Customer if a known Security Incident has taken place. Such notice will include available details required under Applicable Data Protection Law(s) for Customer to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

WORKetc Pty Ltd. Data Processing Addendum

Schedule 1 to the WORKetc Data Processing Addendum

1.1 Subject Matter of Processing	The subject matter of Processing is the WORKetc Service pursuant to the Agreement.
1.2 Duration of Processing	The Processing will continue until the expiration or termination of the Agreement.
1.3 Categories of Data Subjects	<p>Includes the following:</p> <ul style="list-style-type: none"> • With respect to Personal Data stored by Customer using the WORKetc Service: <ul style="list-style-type: none"> ○ Any type of category of Data Subjects stored at the discretion of Customer as allowed under the Agreement • With respect to Customer's authorized users of the WORKetc Service, categories of Data Subjects include: <ul style="list-style-type: none"> ○ Employees, agents, advisors, partners (any category of authorized users) ○ Any category of Data Subjects stored at the discretion of Customer which may be conveyed via a support request by Customer • With respect to Customer's authorized users of the WORKetc Service, categories of Data Subject will not include: <ul style="list-style-type: none"> ○ Any Sensitive Personal Data as specified in Section 2 Sub-Section j of this agreement. • With respect to Personal Data stored by Customer using the WORKetc Service, stored Personal Data will not include: <ul style="list-style-type: none"> ○ Any Sensitive Personal Data as specified in Section 2 Sub-Section j of this agreement.
1.4 Nature and Purpose of Processing	The purpose of Processing of Customer Personal Data by WORKetc is the performance of the WORKetc Service pursuant to the Agreement.
1.5 Types of Personal Data	<p>Includes the following:</p> <ul style="list-style-type: none"> • With respect to Personal Data stored by Customer using the WORKetc Service: <ul style="list-style-type: none"> ○ Any type of category of Data Subjects stored at the discretion of Customer as allowed under the Agreement • With respect to Customer's authorized users of the WORKetc Service, Personal Data may include: <ul style="list-style-type: none"> ○ Authorized user identification data (notably account name, user name, payment information, email address. Also, may include address and telephone number) ○ Any type of Personal Data stored at the discretion of Customer which may be conveyed via a support request by Customer as allowed under the Agreement • With respect to Customer's authorized users of the WORKetc Service, Personal Data will not include: <ul style="list-style-type: none"> ○ Any Sensitive Personal Data as specified in Section 2 Sub-Section j of this agreement. • With respect to Personal Data stored by Customer using the WORKetc Service, stored Personal Data will not include: <ul style="list-style-type: none"> ○ Any Sensitive Personal Data as specified in Section 2 Sub-Section j of this agreement.

WORKetc Pty Ltd. Data Processing Addendum

Schedule 2 to the WORKetc Data Processing Addendum

Third Parties as of the effective date of this Addendum:

Third Parties of the WORKetc Service which may Process Customer Personal Data on behalf of WORKetc:

1. WPengine
2. SocketLabs Acquisition, LLC
3. Google Inc.
4. Amazon Web Services
5. Grasshopper
6. YouCanBookMe

A list of Processor's current Authorized Sub-processors (the "List") is available at: <https://www.worketc.com/worketc-gdpr/#SUBPROCC> (such URL may be updated by Processor from time to time). WORKetc will not send direct notification about updates to the List. Customer may choose to opt in to receive notifications about updates to the List at this URL: <https://www.worketc.com/worketc-gdpr/#SUBPROCC>.