

ANNEX 1

DATA PROCESSING SCHEME

Scheme for:
Agreement between
Customer ("Company")
AND
Content Guru ("supplier")
("Agreement")

Conditions for the processing of personal data.

1. Definitions

- 1.1 Defined terms not otherwise specified herein shall have the meaning ascribed to them in the Agreement.
- 1.2 **Applicable Laws** means any laws, statutes, articles of association, rules, regulations, codes of practice, guidance or industry codes, court rules, directives or requirements or notices of any regulatory authority or delegated or subordinate legislation in Germany, the European Union or Member State law to which the Company or the Supplier is subject.
- 1.3 **Data Protection Laws** means all applicable laws relating to data protection, the processing of personal data and privacy, including: (a) Regulation 2016/679 of the European Parliament and of the Council 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**); (b) any applicable national laws and regulations implementing the GDPR; (c) the EC ePrivacy Directive 2002 (which may be amended by the proposed ePrivacy Regulation) (**ePrivacy Laws**); and (d) any legislation which, in relation to the United Kingdom, replaces or converts into domestic law the GDPR, the proposed ePrivacy Regulation or any other law relating to data protection, personal data processing and privacy as a consequence of the United Kingdom leaving the European Union.
- 1.4 **Controller/data controller, processor/data processor, data protection officer, data subject, personal data breach, processing, data protection impact assessment and lead supervisory authority** have the same meaning as assigned to them in the data protection laws, and **process** and **processed** in the context of the processing of personal data should be understood accordingly.
- 1.5 **Group** means the Supplier, any subsidiary or holding company of the Supplier from time to time, and any subsidiary of a holding company of the Supplier from time to time.

- 1.6 **Personal Data** has the same meaning as assigned to the term in Data Protection Laws, but is limited to data provided by Company to Supplier in the context of Supplier's services under the Agreement.
- 1.7 **Regulator** means any supervisory authority, data protection officer authority or other regulatory authority as authorised under applicable law.
- 1.8 **Sensitive personal data** means personal data relating to the services provided to the company that fall within the categories of Article 9(1) of the GDPR.
- 1.9 **Services** means the services provided by the Supplier to the Company under the Agreement.
- 1.10 **Standard Contractual Clauses** means any standard clauses published from time to time by a competent regulatory authority in relation to the Processing of Personal Data, including model clauses as issued by the European Commission.

2. Application and priority

- 2.1 The provisions in this Schedule are in addition to the existing provisions of the Agreement. In the event of any conflict between the provisions in the Agreement and this Schedule, the provisions in this Schedule shall prevail and shall constitute a valid variation in accordance with the terms of the Agreement. This Schedule shall be interpreted by the parties in a manner that is compliant and consistent with applicable data protection laws. Nothing in this Schedule is intended to prevent the parties to the Agreement from complying with their respective obligations under Data Protection Laws.

3. Relationship of the parties

- 3.1 The Parties agree that the Supplier shall process various types of personal data on behalf of the Company in relation to the performance and receipt of the Services.
- 3.2 Each party must comply with its own obligations under this Scheme and under Data Protection Laws in relation to the types of Personal Data that are Processed, depending on its responsibilities as controller, joint controller, processor or sub-processor (as applicable) of the Personal Data concerned, as described in this Scheme.
- 3.3 If the Company acts as a processor in relation to personal data and the Supplier acts as a sub-processor of that personal data, then:
 - a. the Processor must take steps to ensure that the Controller fulfils its obligations under Data Protection Laws (including the laws listed in paragraph 4.1); and
 - b. the sub-processor is considered a processor for the purposes of interpreting paragraph 5.

4. Obligations of the person responsible

- 4.1 If the Company is acting in the role of a data controller in relation to personal data, it must comply with data protection laws in all respects, including:
 - a. by processing such personal data in a fair and lawful manner, including by providing appropriate privacy notices to the data subjects in relation to whom the relevant party processes personal data as a controller;

- b. by implementing appropriate technical and organisational measures to protect such personal data as required under data protection laws;
- c. by obtaining consent to the standards required by Data Protection Laws where such consent is required under ePrivacy Laws in order to contact a particular Data Subject; and
- d. by determining whether further details of the processing that a Processor has carried out under this Scheme need to be recorded in the relevant Data Processing Detail Form in order to comply with Data Protection Legislation.

5. Obligations of the processor

If one party acts as a processor of personal data on behalf of the other party under this Agreement, the following provisions shall apply:

5.1 General obligations of the processor

- a. The Supplier shall process the Personal Data as necessary: (i) to fulfil its obligations under the Agreement, (ii) to fulfil its obligations under applicable laws, and (iii) for other purposes to be set out in the Data Processing Detail Form ("Permitted Purpose"), unless otherwise required by applicable law. The Supplier shall in no event process the Personal Data for its own purposes or for those of any third party.
- b. The Supplier warrants that it will take appropriate technical and organisational measures to ensure that the processing complies with the requirements of the Agreement, this Scheme and data protection laws and that the rights of the data subject are protected.
- c. The Supplier shall ensure that all of its employees, agents, contractors, sub-contractors and sub-processors will comply with all Data Protection Laws in relation to the provision of the Services and in the exercise of their respective rights and obligations under the Agreement and this Scheme.
- d. The Supplier shall ensure that all its employees, agents, contractors, sub-contractors and sub-processors process Personal Data only in accordance with the Company's documented instructions as set out in the Agreement or as notified by the Company to the Supplier in writing from time to time.
- e. If the Supplier is required by applicable law to act other than as set out in the Company's instructions described in clause 5.1 (d), the Supplier shall notify the Company immediately and at the latest within forty-eight (48) hours.
- f. If the Supplier believes that any instruction given in accordance with Clause 5.1 (d) is in breach of Data Protection Laws, it must notify the Company immediately and at the latest within forty-eight (48) hours.
- g. The Supplier acknowledges that the Company may from time to time audit the Data Processing contemplated by this Scheme against Applicable Laws. In this regard, the Supplier undertakes to promptly remedy any issues identified by the Company which the Supplier recognises as a breach or potential breach of such Applicable Laws or of the Supplier's obligations under this Scheme, upon notification by the Company.
- h. The Supplier must ensure that access to and processing of Personal Data is strictly limited to employees, agents, sub-processors and contractors who are authorised by the Supplier and who need to access or process the

Personal Data if this is strictly necessary to perform the Services in the context of that person's duties for the Supplier (**Authorised Personnel**).

- i. The supplier must ensure that authorised personnel:
 - i. has entered into an appropriate confidentiality agreement with the supplier or that it is otherwise subject to a legal obligation of confidentiality in relation to the personal data,
 - ii. is informed about the confidential nature of the personal data,
 - iii. must go through appropriate user authentication and login processes to access the personal data, and
 - iv. have received and continue to receive appropriate and regular training in data protection laws.
- j. The Supplier shall ensure that it and its sub-processors, taking into account the nature of the processing and the information available to the Supplier, assist the Company in complying with any obligations imposed on the Company under applicable laws. This includes assistance with data protection impact assessments and prior consultations by Company in accordance with Data Protection Laws.
- k. All parties acknowledge and agree that the Annex to this Scheme (Data Processing Detail Form) constitutes an accurate description of the Processing carried out under the Agreement as of the Effective Date, including in relation to: (a) the subject matter, duration, nature and purpose of the Processing; (b) the type of Personal Data processed; and (c) the categories of Data Subjects. Should the Processing change due to the receipt of lawful written instructions from Company, the relevant Annex must be updated accordingly by Supplier. The Supplier shall only Process the categories of Personal Data described in the relevant Data Processing Detail Form and shall act in good faith to support any reasonable requests by the Company to record additional details of such categories of Personal Data in the relevant Data Processing Detail Form.

5.2 Sub-processing

- a. The Supplier is authorised to engage third parties (each a "Sub-Processor") to process Personal Data on behalf of the Company, provided that the Supplier notifies the Company, unless the Supplier is prohibited by law from notifying the Company.
- b. The Company hereby expressly authorises the use of the sub-processors listed in the Data Processing Detail Form of this Scheme.
- c. Company reserves the right to review the sub-processors used by Supplier and to object to the use of any sub-processor that it reasonably believes is not complying with Data Protection Laws or will not comply with them in the future. If such an objection is raised, the parties will use reasonable endeavours to resolve the objection in good faith. If the objection cannot be resolved, it shall either be withdrawn or the Company shall be entitled to terminate the Agreement without compensation to either party upon written notice.
- d. Where the Supplier engages another sub-processor pursuant to 5.2.a above, the Supplier shall ensure that it has carried out appropriate due

diligence in relation to the sub-processor to ensure that the sub-processor is capable of protecting the Processing as required by applicable law and this Scheme. The Supplier shall ensure that any Sub-processors engaged by the Supplier to Process the Personal Data from the Effective Date enter into an agreement with the Supplier, the terms of which are fundamentally equivalent to, but no less onerous than, the terms of this Scheme.

5.3 International data transfers

- a. The Supplier shall not transfer Personal Data out of the European Economic Area (EEA) without the Company's express prior written authorisation, unless the Supplier is required to do so under applicable law. In this case, the Supplier must notify the Company in writing of any such legal requirement prior to processing, unless the Supplier is prohibited by law from notifying the Company.
- b. Any authorisation by the Company pursuant to Clause 5.3(a) is subject to the Supplier's compliance with relevant data protection laws, including the adoption of the appropriate safeguards set out in Article 46.2 of the GDPR in agreements with the relevant sub-processors (unless the European Commission has decided pursuant to Article 45 of the GDPR that the relevant third country or international organisation provides an adequate level of protection).
- c. Notwithstanding any other provision in this Agreement, Company hereby acknowledges access and display by Supplier's group located in strategic locations around the world for the sole purpose of providing end-to-end support for the Services (the **Support Services**), provided that:
 - a. the support services are only provided by members of the Group and no third parties are involved;
 - b. the support services do not physically transfer personal data, with occasional access to personal data held in the EU being granted via secure methods approved by the Group Data Protection Officer;
 - c. personal data is only accessed in situations where a problem ticket has been issued outside normal business hours and local support is not available. Access is fully logged and the corresponding logs are stored in the EU;
 - d. the support service provider complies with the terms of any published Group privacy policy, as may be amended from time to time;
 - e. the provider of the support services fulfils the obligations relating to IT security and the processing of personal data imposed on the supplier;
 - f. all support staff are subject to a duty of confidentiality and that they have received (and continue to receive) appropriate training on data protection and privacy; and
 - g. the provider of the support services does not impose any restrictions on the rights or effective legal remedies of data subjects or the company.

5.4 Records of processing activities

- a. The Supplier shall provide the other party with all the information set out in the Data Processing Detail Form of this Scheme so that Company has a record of the data processing activities in relation to the Services.
- b. Supplier shall notify Company before implementing any changes to the data processing activities in relation to the Services, unless such changes are made pursuant to written instructions from Company and they support, at Company's expense, the performance of any required data protection impact assessments.
- c. Supplier shall maintain its own records of its data processing activities in relation to the Services in accordance with applicable laws and shall make such records available to Company in a timely manner upon written request, subject to Company's confidentiality obligations set forth in this Agreement. Company may disclose such records to its professional advisors and applicable regulators.

5.5 IT security

- a. The supplier must implement and maintain appropriate technical and organisational measures at its own expense to ensure a level of security:
 - i. on which the processing complies with the requirements of applicable laws and
 - j. that is appropriate for the risks arising from the processing.
- b. The Supplier shall support the Company in fulfilling its obligations under applicable laws in relation to the security of the Processing. In doing so, the current state of technical possibilities, the costs of implementation and the nature, scope, context and purpose of the processing must be taken into account, as well as the risk of varying severity and probability for the rights and freedoms of the data subjects.

5.6 Rights of the data subject

- a. Supplier shall inform the other party within three (3) Business Days if it has received any of the following: (a) an actual or purported request from a Data Subject exercising the Data Subject's rights under applicable laws (either from the Data Subject itself or on its behalf), including requests of the following types: Access to their personal data, correction of inaccurate personal data, erasure of personal data, restriction of processing of their personal data, obtaining a copy of personal data or transmitting such copy to a third party, objection to any processing of their personal data or any other request, complaint or communication relating to obligations under applicable laws from a data subject (a data subject **request**); or (b) requests, correspondence or communications (whether written or oral) from a regulator (**regulatory correspondence**).
- b. The Supplier must provide the Company with full details of any data subject requests or regulatory correspondence without undue delay. This must include reasonable details of the circumstances of the communication, including details of the personal data concerned or other reasonably requested information that the Company may disclose to its professional advisers and relevant regulators.
- c. Supplier shall provide all reasonable assistance to enable Company to investigate such requests from Data Subjects or regulatory correspondence

and Supplier shall, taking into account the nature of the Processing, assist Company to the extent possible by appropriate technical and organisational measures to enable Company to comply with its obligations to respond to such requests from Data Subjects or regulatory correspondence. This should be coordinated with the Supplier's Data Protection Officer.

- d. The supplier may not respond to or process a request from a data subject without first notifying the other party.
- e. The Supplier shall ensure that it and its authorised sub-processors have implemented appropriate technical and organisational measures to enable the following steps:
 - i. the correction of inaccurate personal data either (i) in response to such a request from a data subject, or (ii) by the other party, following authorisation,
 - ii. the complete erasure, to the extent required by law, of the personal data of a specific data subject, and
 - iii. the possibility of transmitting the personal data of an individual data subject to the data subject or a third party in a recognisable and commonly used format.
- f. The Supplier or its sub-processors will only implement the measures listed under 5.6 (e) (i) - (iii) following specific written requests from the Company.

5.7

Notification of a personal data breach

- a. Unless Supplier is prohibited by law from notifying Company, Supplier shall notify Company of an actual or suspected Personal Data Breach without unreasonable delay and no later than twenty-four (24) hours after becoming aware of it. Such notification must:
 - i. describe the nature of the personal data breach, if known to the processor, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of records containing personal information concerned,
 - ii. include the name and contact details of the Data Protection Officer or other contact person from whom further information can be obtained, if available,
 - iii. describe the likely consequences of a personal data breach,
 - iv. describe the measures taken or proposed to be taken by the processor to address the personal data breach, including, where appropriate, measures to minimise the potential adverse effects.
- b. The Supplier acknowledges and understands that the Controller may be required to notify the relevant regulatory authorities (within seventy-two (72) hours of becoming aware of a Personal Data Breach) and may further be required to notify the Data Subjects. Processor shall provide all necessary assistance and provide all relevant information reasonably requested by the other party to enable Company to adequately assess, investigate, mitigate and remediate the Personal Data Breach and to comply with its obligations under applicable laws. After Supplier has notified Company of a Personal Data Breach, Supplier shall use reasonable efforts not to notify the relevant regulatory authorities or affected individuals without Company's prior

authorisation. Upon a request for authorisation, Company shall not unreasonably delay or withhold authorisation if Supplier is required under applicable law to notify a competent regulatory authority of the Personal Data Breach.

5.8 **Checks**

- a. Company or an external auditor appointed by Company (the "Auditor") may, under normal circumstances, conduct an audit once a year, subject to a ten (10) day notification period, or at any time following a reported personal data breach, subject to a five (5) day notification period. The purpose of the review is to determine whether the Supplier fulfils its obligations in relation to processing under this Scheme. Accordingly, the auditor must be granted access to the relevant facilities, systems, records, processes and personnel, provided that such access, as determined by the Supplier, does not violate applicable laws or confidentiality obligations with respect to third parties.
- b. The supplier shall provide reasonable assistance to the auditor and make available to the auditor all information necessary to demonstrate the fulfilment of the supplier's obligations in relation to the processing.

5.9 **Scheduling or expiry of processing services**

- a. If the relevant regulatory authority determines that the Supplier is not fulfilling its obligations in relation to the processing of personal data within the Services and notifies the Supplier accordingly, and if the regulatory authority does not grant a grace period to rectify the problem, the Company may terminate all affected Services without penalty.
- b. Upon termination or expiration of the relevant Services, Supplier shall, at Company's option, either (a) delete all Personal Data, including any copies, in such a manner that it cannot be recovered or reconstructed, unless applicable law requires the retention of the Personal Data, or (b) return all Personal Data to Company via a technical method agreed with Company and delete all existing copies in such a manner that they cannot be recovered or reconstructed, unless applicable law requires the retention of such Personal Data.
- c. The Supplier must inform the Company in writing that it has carried out the steps described in paragraph 5.9.a above.

APPENDIX TO ANNEX 1

DATA PROCESSING DETAIL FORM

Details of the personal data processed by the supplier and provided by the company:

1. The nature and purpose of the processing (the "subject matter")

The platform processes interactive communications on a large scale and enables instant communication via any media that can be integrated into an IP network. It can also process call data via forwarding and recording functions. This enables customers to process their customers' data in a standardised way. It processes data provided by its customers, whereby the exact nature and purpose of the processing is agreed with the customer.

2. The categories of data subjects

Customers of the company

3. The type of personal data processed

User data - any contact and authentication details of the company's users

Content Data - including various types of personal data processed in the context of the provision of the Services

4. The duration of the processing (including retention periods for the data)

Term of the agreement

5. The categories of recipients of the personal data (if applicable)

None

6. Transfers of personal data outside the EEA

None

7. A general description of the technical and organisational security measures in place (or reference to a suitable information security scheme for the agreement)

We endeavour to maintain all relevant accreditations to demonstrate our commitment to quality, safety and environmental protection. To this end, we maintain a documented operational management system that includes a set of policies, procedures and work instructions to support the following certifications:

- ISO27001 Information security management systems
- ISO 9001 quality management systems
- ISO 14001 Environmental management systems
- PCI DSS v3.2
- Cyber Essentials

To support this, we have built a system of technical layers of defence that include firewalls, access control, endpoint protection and a two-factor authentication system for internal access to the platform.

8. Details of any sub-processors that you have engaged and that process personal data in the context of the Services:

Based on the services, the sub-processors may be one or more of the following:

- Redwood Technologies Limited
- Microsoft
- Teleopti AB
- Google
- IBM
- mGage
- Amazon