

Data Processing Agreement

Updated April 2021

THIS AGREEMENT is made on this ____ day of _____, by and between Playbook UX, a New Hampshire Limited Liability Corporation, having an address of 14 Rope Ferry Road Hanover, New Hampshire 03755, the United States, including its authorised Affiliates (collectively, the “**Company**”), and _____, having an address of _____, including its authorised Affiliates (collectively, the “**Client**”) (each being referred to individually as a "Party" and collectively as “Parties”).

WHEREAS, the Company provides the Services to the Client under the service contract concluded by and between the Parties (the “**Service Contract**”);

WHEREAS, the Company and the Client wish to agree to the data processing terms and conditions hereinafter set forth;

WHEREAS, the Client acts as the Controller with regard to the Client Personal Data;;

WHEREAS, the Company acts as the Processor with regard to the Client Personal Data; and

WHEREAS, the Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

NOW, THEREFORE, in consideration of the promises exchanged herein and other good and valuable consideration, the Parties hereto agree as follows:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 “Affiliate” means an entity that is affiliated with the Company or the Client

1.1.2 “Agreement” means this Data Processing Agreement; 1.1.3 “Client Personal Data” means any Personal Data Processed by the Company or the Contracted Processors on behalf of the Client pursuant to or in connection with the Services, of which the Client is the Controller;

1.1.4 “Contracted Processors” means Subprocessors engaged by the Company;

1.1.5 “Data Protection Laws” means the statutory data privacy and protection regulations applicable to the Client and the Company protecting the fundamental rights and freedoms of persons with regard to data privacy and the Processing of the Client Personal Data by the Processor;

1.1.6 “EEA” means the European Economic Area;

1.1.7 “GDPR” means the Regulation (EU) 2016/679, as transposed into domestic legislation of each EU Member State and as amended, replaced or superseded from time to time, and any other privacy laws applicable in the EU;;

1.1.8 “Data Transfer” means:

1.1.8.1 a transfer of the Client Personal Data from the Controller to the Processor;

or

1.1.8.2 an onward transfer of the Client Personal Data from the Processor to the Controller between two establishments of the the Processor, in each case, where such transfer would be prohibited by the Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of the Data Protection Laws);

1.1.9 “Services” means the services the Company provides to the Client through the online platform <https://www.playbookux.com>, namely, feedback gathering services from targeted audiences;

1.1.10 “Subprocessor” means any person appointed by or on behalf of the Processor to process Personal Data on behalf of the Company in connection with the Agreement.

1.2 The terms “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing”, “Processor”, and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Processing of Client Personal Data

2.1 Company to carry out the Processing of the Client Personal Data pursuant to the terms stated herein.

2.2 The Company hereby agrees to:

2.2.1 comply with all applicable Data Protection Laws in the Processing of the Client Personal Data; and

2.2.2 not Process the Client Personal Data other than on Client’s relevant documented instructions.

The Client engages the

2.3 This Agreement stipulates the rights and obligations of the Parties with regard to the Processing of the Client Personal Data in connection with the Services. The Agreement shall apply to all activities within the scope of the Service Contract in the context of which the Company or any Contracted Processor may come into contact with the Client Personal Data.

2.4 The Company shall Process the Client Personal Data on behalf of the Client as the Processor. The scope, extent, and nature of the Processing are the sole purposes of facilitation of the provision of the Services by the Company to the Client under the Service Contract.

2.5 The Client as the Controller shall be responsible for complying with the applicable Data Protection Laws, including, but not limited to, the lawfulness of the Processing and the lawfulness of the transmission of the Client Personal Data to the Company.

2.6 The Company shall Process the Client Personal Data only to the extent required and with the purpose of fulfilling Company’s obligations under the Service Contract.

2.7 Should the Company wish to use the Client Personal Data for the purposes that are not specified in this section 2, the Company shall request the Client to provide prior consent in writing and conclude relevant agreements with the Client.

2.8 The Company shall Process the Client Personal Data submitted by the Client under the Service Contract. To the extent the Client Personal Data contains Personal Data, it may consist of the following types of Data Subjects’ identifying information: (a) names, (b) images, (c) video recordings, (d) demographic information, and other types of Personal Data supplied by the Client under the Service Contract.

2.9 Special categories of Personal Data as defined in Art. 9(1) of the GDPR may be Processed according to this Agreement, including, without limitation, information about the Data Subject’s religious beliefs.

2.10 The affected Data Subjects shall include natural persons interviewed by the Company whose Personal Data is supplied by the Client to the Company under the Service Contract.

2.11 To ensure the transparency of the Processing, the Parties shall keep records of all Processing activities regarding Client Personal Data, as required by Art. 30 of the GDPR.

2.12 Except where this Agreement expressly stipulates any surviving obligation, this Agreement shall follow the term of the Service Contract.

3. Company’s Personnel

The Company shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Client Personal Data, ensuring in each case that access to the Client Personal Data is strictly limited to those individuals who need to know / access the relevant Client Personal Data, as strictly necessary for the purposes of the Service Contract, and to comply with the applicable laws in the context of that individual’s duties to the Company,

ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Company shall in relation to the Client Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Any significant changes to the Company's security measures shall be documented by the Company and reported to the Client.

4.2 In assessing the appropriate level of security, the Company shall take account in particular of the risks that are presented by the Processing, in particular from a Personal Data Breach.

4.3 If, under applicable laws, the Company is compelled to disclose the Client Personal Data, the Company shall inform the Client before any such mandatory disclosure within 24 hours after such a disclosure is requested.

5. Subprocessors

5.1 The Client hereby authorises the Company to engage the Contracted Processors as further specified in this section 5, provided that the Company remains responsible for any acts or omissions of the Contracted Processors in the same manner as for its own acts and omissions hereunder.

5.2 The Company may remove or appoint suitable and reliable other Contracted Processors at its own discretion in accordance with the following conditions:

- i. The Company shall inform the Client 30 days in advance of any envisaged changes to the list of the Contracted Processors;
- ii. If the Client has a legitimate data protection related reason to object to Company's use of the Contracted Processors, the Client shall notify the Company within fourteen (14) days after receipt of the Company's notice;
- iii. If the Client does not object, during this time period, the new the Contracted Processors shall be deemed accepted;
- iv. If the Client objects to the use of the Contracted Processors concerned, the Company shall have the right to cure the objection through one of the following options (to be selected at Company's sole discretion): (a) the Company will abort its plans to use the the Contracted Processors with regard to the Client Personal Data; or (b) the Company will take corrective steps and proceed to use the Contracted Processors with regard to the Client Personal Data.

5.3 If the Company decides not to implement option 5.2.iv above, the Company shall notify the Client without undue delay. In this case, the Client shall be entitled within further 14 days to notify in writing the Processor about its termination of the Agreement and any such termination would become effective upon the expiry of the 2nd calendar month after Company's receipt of the termination notice.

5.4 The Company shall pass on to its Contracted Processors Company's obligations under this Agreement.

5.5 The list of the Contracted Processors is available at <https://www.playbookux.com/data-subprocessors>.

6. Data Subject Rights

6.1 Taking into account the nature of Processing, the Company shall assist the Client by implementing appropriate technical and organisational measures, insofar as this is possible, for

the fulfilment of Client's obligations, as reasonably understood by the Client, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

6.2 The Company shall:

6.2.1 promptly notify the Client if it receives a request from a Data Subject under the Data Protection Law in respect of Client Personal Data; and

6.2.2 ensure that it does not respond to that request except on the documented instructions of the Client or as required by Data Protection Laws to which the Company is subject, in which case the Company shall to the extent permitted by the applicable law, inform the Client of that legal requirement before the Company responds to the request.

6.3 Notwithstanding anything in this section 6, the Company shall not interact with the Data Subjects directly in any manner without Client's prior approval.

7. Personal Data Breach

7.1 The Company shall notify the Client without undue delay upon the Company becoming aware of a Personal Data Breach affecting the Client Personal Data, by providing the Client with sufficient information to allow the Client to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 The Company shall cooperate with the Client and take reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.3 The Company shall communicate the necessary information to the Data Subjects after a Personal Data breach pursuant to Article 34 of the GDPR.

8. Data Protection Impact Assessment and Prior Consultation

The Company shall provide reasonable assistance to the Client with any data protection impact assessments and prior consultations with Supervising Authorities or other competent data privacy authorities, which the Client reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law.

9. Correction, Deletion, and Return of Client Personal Data

9.1 The Company may be required to correct, erase and/or block the Client Personal Data if and to the extent the Services do not allow the Client to do so. However, the Company shall not correct, erase or block the Client Personal Data, unless instructed by the Client.

9.2 The Company shall promptly and in any event within

10 business days of the date of cessation of any Services involving the Processing of the Client Personal Data, securely delete and procure the deletion of all copies of the Client Personal Data in Company's possession.

10. Audit rights

10.1 Subject to this section 10, the Company shall make available to the Client on request all information necessary to demonstrate Company's compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Client or an auditor mandated by the Client in relation to the Processing of the Client Personal Data by the Company or the Contracted Processors.

10.2 Information and audit rights of the Client only arise under section 10.1 to the extent that the Agreement does not otherwise give the Client information and audit rights meeting the relevant requirements of the Data Protection Law.

11. Data Transfer

11.1 The Company may not transfer or authorize the transfer of the Client Personal Data to countries outside the EEA without prior written consent of the Client, unless such a transfer is necessary for the purpose of performing Company's contractual obligations under the Service Contract to the locations of the Company and the Contracted Processors.

11.2 If the Client Personal Data is transferred from a country within the EEA to a country outside the EEA, the Parties shall ensure that the Client Personal Data is adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of Personal Data.

12. General Terms

12.1 Confidentiality. Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (the “**Confidential Information**”) confidential and must not use or disclose that Confidential Information without prior written consent of the other Party except to the extent that (a) disclosure is required by law or (b) the relevant information is already in the public domain.

12.2 Notices. All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in this Agreement or at such other address as notified from time to time by the Party changing its address.

13. Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of New York.

13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of New York.

IN WITNESS WHEREOF, the Parties execute this Agreement intending to be legally bound.

The Client:

Sign: _____

Title: _____

Email: _____

The Company: Playbook UX, LLC

Sign: _____

Title: CEO

Email: hello@playbookux.com