This Data Processing Addendum and its Annexes ("**DPA**" or "**Addendum**") is entered into by and between you (**Customer**) and us (**Soprano**) and becomes effective upon Customer's acceptance of the Contract, only if, and to the extent Data Protection Laws apply to the processing of Customer Personal Data by Soprano in the provision of the Services.

Customer enters into this DPA, including as appropriate the Standard Contractual Clauses, on behalf of itself and, to the extent required under this DPA and Data Protection Laws, in the name and on behalf of Customer Group Members (as defined below). Customer warrants and represents that it is authorized to agree to and enter into this DPA, including as appropriate the Standard Contractual Clauses, on behalf of each Customer Group Member.

We may update the DPA terms from time to time as set forth in section 1.3 of our Service Terms.

The terms used in this Addendum shall have the meanings set out in this Addendum. Capitalized terms not otherwise defined in this Addendum have the meaning given to them in the Contract. Except as modified below, the terms of the Contract shall remain in full force and effect.

In consideration of the mutual obligations set out in this Addendum, the parties agree that the terms and conditions set out below shall be added as an Addendum to the Contract. Except where the context requires otherwise, references in this Addendum to the Contract are to the Contract as amended by, and including, this Addendum.

1.   Definitions

1.1   In this Addendum, the following terms shall have the meanings set out below and similar terms shall be construed accordingly:

1.1.1   "**Contract**" means the documents listed in section 1.1 of the Soprano Service Terms or other written or electronic agreement between Soprano and Customer for the provision of the Services;

1.1.2   "**Contracted Processor**" means Soprano or a Subprocessor;

1.1.3   "**Customer**" means the Customer legal entity described in the Application Form that has applied to receive our Services.

1.1.4   "**Customer Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Customer, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.5   "**Customer Group Member**" means (i) Customer, and (ii) any Customer Affiliate that has been allowed by Soprano to use the Services pursuant to the Contract although it has not executed any Application Form (only to the extent that Soprano processes Customer Personal Data);

1.1.6 "**Customer Personal Data**" means any Personal Data submitted by or on behalf of Customer by means of use of the Services, and Processed by a Contracted Processor on behalf of a Customer Group Member pursuant to or in connection with the Contract;

1.1.7 "**Data Protection Laws**" means all applicable privacy laws and regulations, including without limitation EU Data Protection Laws, UK Data Protection Laws and the data protection laws of Australia, Singapore, Philippines, New Zealand, Colombia, Brazil and the United States, to the extent applicable to the Processing of Customer Personal Data under the Contract;

1.1.8 "**EEA**" means the European Economic Area;

1.1.9 "**EU Data Protection Laws**" means the data protection laws applicable in the European Union and the European Economic Area, including GDPR and applicable national implementations of each Member State,   as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.10 "**EU C-to-P Transfer Clauses**" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller to Processor).

1.1.11 "**EU P-to-P Transfer Clauses**" means Standard Contractual Clauses sections I, II III and IV (as applicable) to the extent they reference Module Three (Processor to Processor).

1.1.12 "**GDPR**" or "**EU GDPR**" means Regulation (EU) 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);

1.1.13 "**Laws**" means laws, acts, regulations, statutes, mandatory standards or industry codes including the requirements or directions of any relevant government or statutory authority applicable to the Services or that otherwise affect Customer Personal Data.

1.1.14 "**Personal Data**" means any information relating to an identified or identifiable natural person ('Data Subject'), where and to the extent such information is protected under applicable Data Protection Laws.

1.1.15 "**Restricted Transfer**" means:

1.1.15.1 a transfer of Customer Personal Data from any Customer Group Member to a Contracted Processor located in a country outside the EEA (where the EU GDPR applies or the   Personal Data is exported from the EEA) or outside the UK (where the UK GDPR applies or the   Personal Data is exported from the UK); or

1.1.15.2 an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor located in a

country outside the EEA (where the EU GDPR applies or the Personal Data is exported from the EEA) or outside the UK (where the UK GDPR applies or the Personal Data is exported from the UK), or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the appropriate safeguards to be established under section 5.4.1 or 11 below;

1.1.16   "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Soprano for Customer Group Members pursuant to the Contract;

1.1.17   "**Soprano**" means the Soprano entity described in the Application Form.

1.1.18   "**Soprano Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Soprano, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.1.19   "**Standard Contractual Clauses**" or "**SCCs**" mean:

i.   In the case of Personal Data exported from the EEA, the standard contractual clauses as adopted by European Commission Decision 2021/914 on 4 June 2021 for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj ("**EU SCCs**").

ii.   In the case of personal data exported from the United Kingdom, the International data transfer addendum to the European Commission's standard contractual clauses located at https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/ ("**UK SCCs**")

in each case, as may be amended, supplemented or replaced from time to time by the relevant authorities.

1.1.20   "**Subprocessor**" means any natural or legal person (including any third party and any Soprano Affiliate, but excluding any employee of Soprano) appointed by or on behalf of Soprano or their subprocessor to Process Personal Data on behalf of any Customer Group Member in connection with the provision on the Services to Customer.

1.1.21   "**UK Data Protection Laws**" means the Data Protection Act 2018 (UK) (incorporating the UK GDPR) and the Privacy and Electronic

Communications (EC Directive) Regulations 2003, and the laws implementing or supplementing them;

1.1.22   **"UK GDPR"** means the UK General Data Protection Regulation as defined in the Data Protection Act 2018 (UK)

1.1.23   **"UK"** means the United Kingdom.

1.2   The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data Breach**", "**Processing**", "**Processor**" and "**Supervisory Authority**" have the same meaning as in the GDPR or UK GDPR (as applicable), and their similar terms shall be construed accordingly.

1.3   General references in this Addendum to "GDPR" shall have the same meaning as the equivalent reference in UK Data Protection Laws in relation to Personal Data originating in the UK or otherwise subject to UK Data Protection Laws.

1.4   The word "**include**" will be construed to mean include without limitation, and similar terms will be construed accordingly.

2.   Processing of Customer Personal Data

2.1   Soprano must:

2.1.1   comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and

2.1.2   not Process Customer Personal Data other than on the Customer's documented instructions unless Processing is required by applicable Laws to which the relevant Contracted Processor is subject, in which case Soprano will to the extent permitted by applicable Laws inform the relevant Customer Group Member of that legal requirement before the relevant Processing of that Personal Data.

2.2   Each Customer Group Member:

2.2.1   Instructs Soprano (and provides general authorization to Soprano to instruct each Subprocessor) to:

2.2.1.1   Process Customer Personal Data on behalf of each Customer Group Member based on Customer's instructions as set out in the Contract and this Addendum; and

2.2.1.2   In particular, transfer Customer Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Contract; and

2.2.2   Agrees that any instructions from Customer Group Member shall be communicated to Soprano exclusively by the Customer in writing, as set out in the Contract, and Customer warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1 on each Customer Group Member's behalf.

2.2.3   Shall have sole responsibility for:

2.2.3.1   the accuracy, quality and lawfulness of the Customer Personal Data and the means by which such Personal Data is acquired, and

2.2.3.2   complying with all data protection principles under Data Protection Laws for the collection and processing of Customer Persona Data.

2.2.4   Shall ensure that its instructions comply with all applicable Laws, including Data Protection Laws.

2.2.5   Shall ensure that it has the right to transfer and/or provide access to, the Customer Personal Data to Soprano as set forth in this Addendum. Each Customer Group Member shall be responsible for informing relevant Data Subjects about Processing of their Personal Data within the meaning of applicable Data Protection Laws, in particular about its use of Contracted Processors to Process their Personal Data and that their Personal Data may be subject to a Restricted Transfer.

2.3   Schedule 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by Article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws) including the subject matter, duration, nature and purpose of the processing, types of Customer Personal Data, and the categories of data subjects. Customer may make reasonable amendments to Schedule 1 by written notice to Soprano from time to time as Customer reasonably considers necessary to meet those requirements.

2.4   Soprano and each Customer Group Member, acknowledge and agree that with regard to the processing of Customer Personal Data, a Customer Group Member may qualify as a Controller or Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the GDPR) of Customer Personal Data, as the case may be. Soprano will act on Customer Group Member's behalf as a Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the GDPR).

2.5   Where a Customer Group Member qualifies as a Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the GDPR) acting on behalf of a Controller, in addition to complying with section 2.2, the Customer on behalf of the relevant Customer Group Member:

2.5.1   warrants and represents that it is and will at all relevant times remain duly and effectively authorised by the Controller to agree to and enter into this DPA on behalf of the Controller.

2.5.2   shall ensure that its instructions conform to the Controller's direct instructions, in addition to complying with all applicable Laws, including Data Protection Laws. Soprano shall only Process Customer Personal Data following direct documented instructions from the Customer pursuant to section 2.2.2. Soprano shall not receive instructions directly from the Controller save where Soprano and Customer have agreed to it in writing.

2.5.3   shall ensure that it has the right to transfer, or provide access to, or allow to Processing of, the Customer Personal Data to/by Contracted Processors as set forth in this Addendum. Therefore, the Customer Group Member will inform the Controller about its use of Contracted Processors to Process Customer Personal Data and that Customer Personal Data may be subject to a Restricted Transfer.

3.   Soprano Personnel

Soprano agrees to take reasonable steps to ensure that any employee, agent or contractor of any Contracted Processor who is authorised to Process Customer Personal Data pursuant to the Contract, or in order to comply with applicable Laws in the context of that individual's duties to the Contracted Processor, is 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 Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Soprano agree in relation to the Customer Personal Data to 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.

5.   Subprocessing

5.1   Each Customer Group Member provides a general authorization to Soprano to appoint Subprocessors and authorises each Subprocessor appointed in accordance with this section 5 to appoint any other Subprocessors in accordance with this section 5 and the Contract.

5.2   Soprano and each Soprano Affiliate acting as a Subprocessor may continue to use those Subprocessors they already engaged as at the date of this Addendum, subject to Soprano and each Subprocessor in each case as soon as practicable meeting the obligations set out in section 5.4.1.

5.3   Soprano agrees to maintain and make available to Customer an up to date list of its Subprocessors and their locations upon Customer's written request. At least 10 days before authorizing any new Subprocessor to Process Customer Personal Data, Soprano will give the Customer notice of any intended changes concerning

the addition or replacement of such Subprocessor by updating the Subprocessor list accordingly. Customer may subscribe to receive email notifications for updates to the Soprano Subprocessor list using the Contact Information in Schedule 1. If the Customer subscribes, Soprano will notify the Customer of any intended changes concerning the addition or replacement of such Subprocessor that affects the Customer at least 10 days before the change, giving the Customer the opportunity to object to such changes within this time period. If Soprano cannot reasonably accommodate Customer's objection, Soprano will notify Customer. Customer may, by written notice to Soprano within 30 days of Soprano's notice, terminate the Contract to the extent it relates to the Services, which require the use of the objected-to new Subprocessor.

5.4 With respect to each Subprocessor, Soprano will:

5.4.1 ensure that the arrangement between Soprano and a Subprocessor; or a Subprocessor and their (another) Subprocessor, is governed by a written contract including terms which offer at least materially same level of protection for Customer Personal Data as those set out in this Addendum and meet the requirements of Article 28(3) of the GDPR, with the exception of section 9.3 of this DPA;

5.4.2 request the list of the Subprocessors from its (Soprano's) Subprocessors upon Customer's written request, as reasonably possible.

5.5 In all cases, Soprano remains liable to Customer for performance of data protection obligations under this Addendum by any Subprocessor, should such Subprocessor fail to fulfil its data protection obligations as outlined in this section 5.

5.6 Each Customer Group Member warrants and represents that it is and will at all times remain duly and effectively authorised by the relevant Controller to sub-contract the Processing of Customer Personal Data to Soprano where such Customer Group Member qualifies as a Processor of Customer Personal Data.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Soprano will assist each Customer Group Member, by implementing appropriate technical and organisational measures, insofar as this is possible, with the fulfilment of the Customer Group Members' obligations, to respond to requests to exercise Data Subject rights under the Data Protection Laws. Any such requests for assistance by Customer Group Members shall be communicated to Soprano exclusively by the Customer in writing and Soprano shall only be obliged to respond to Customer directly. For avoidance of any doubt, Customer Group Members are responsible for responding to such requests.

6.2 Soprano will:

6.2.1 notify Customer if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data and redirect the Data Subject to make its request directly to Customer; and

6.2.2 ensure that the Contracted Processor does not respond to that request except on the documented instructions of Customer or the relevant Customer Affiliate, to the extent Customer is unable to access the relevant Personal Data and information after diligent reasonable efforts, or as required by applicable Laws to which the Contracted Processor is subject.

7. Personal Data Breach

7.1 Soprano will notify Customer without undue delay on Soprano becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with available information to assist each Customer Group Member with their obligations to notify Personal Data Breach to Supervisory Authorities or communicate it to Data Subjects under the Data Protection Laws. Any such information shall be provided by Soprano exclusively to the Customer, which shall then inform Customer Group Members accordingly, without undue delay.

7.2 Soprano's or any other Contracted Processor's notification of or response to a Personal Data breach under this Addendum is not an acknowledgement by them of any fault or liability with respect to such Personal Data Breach. Customer must promptly notify Soprano about any possible misuse of its or Customer Group Members' accounts or authentication credentials, or any Personal Data Breach or other security incident related to the Services.

7.3 At Customer's sole expense and to the extent Customer cannot itself access the information necessary to comply with its obligations under applicable Data Protection Laws, Soprano will co-operate with Customer and each Customer Group Member and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.4 Customer is solely responsible for fulfilling any third-party notification obligations related to any Personal Data Breach, except where applicable Data Protection Laws provide otherwise.

8. Data Protection Impact Assessment and Prior Consultation

Soprano will provide reasonable assistance to each Customer Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any Customer Group Member by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

9. Deletion or return of Customer Personal Data

9.1 Subject to section 9.2, Soprano will promptly and in any event within 30 days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), delete or return (if the Customer Personal Data has not been previously provided or made accessible to the Customer through platform functionality, such as the ability to download the Customer

Personal Data) to relevant Customer Group Member and procure the same for all copies of those Customer Personal Data.

9.2   Each Contracted Processor may retain Customer Personal Data to the extent required by applicable Laws or as necessary to complete required payment operations under the Contract and only to the extent and for such period as required by applicable Laws or necessary for such payment operation purposes and always provided that Soprano will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable Laws requiring its storage and for no other purpose.

9.3   Soprano will provide written certification to Customer that it has fully complied with this section 9 within **30 days** of the Cessation Date, upon Client's written request.

10.   Audit rights

10.1   If the EU Data Protection Laws apply to the Customer Personal Data, Soprano agrees to make available, upon written request from the Customer, all information necessary to demonstrate compliance with this Addendum, and will allow for and contribute to audits, including inspections, by Customer or a suitably qualified, independent third party auditor mandated by Customer in relation to the Processing of the Customer Personal Data by the Contracted Processors, at the Customer's cost and expense.

10.2   Information and audit rights of the Customer only arise under section 10.1 to the extent that the Contract does not otherwise give the Customer information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR) and shall be subject to the conditions provided in sections 10.3 and 10.4.

10.3   Customer will give Soprano no less than one (1) month prior notice of any audit or inspection to be conducted under section 10.1 and will make (and ensure that each of its auditors make) reasonable endeavours to avoid causing any damage, injury or (or, if it cannot avoid, to minimise) disruption to Soprano's business in the course of such an audit or inspection. Soprano need not give access to information relevant for the purposes of such an audit or inspection:

10.3.1   to any individual unless he or she produces reasonable evidence of identity and authority and is bound by a duty of confidentiality;

10.3.2   outside its normal business hours, for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

10.3.2.1   Customer reasonably considers necessary because of genuine concerns as to Soprano's or the relevant Soprano Affiliate's compliance with this Addendum; or

10.3.2.2   A Customer Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar

regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where Customer has identified its concerns or the relevant requirement or request in its prior written notice to Soprano of the audit or inspection, and such concerns are reasonably acceptable to Soprano.

10.4 Customer agrees that its right to audit set out above, shall be subject to the following additional terms:

10.4.1 Soprano may object to any third-party auditor appointed by Customer under section 10.2 if in Soprano's reasonable opinion the auditor is not suitably qualified or independent.

10.4.2 Before the commencement of any audit, Customer and Soprano shall discuss and agree in advance on the reasonable start date, scope and duration of the audit, in addition to the applicable security and confidentiality controls.

10.4.3 Customer shall reimburse Soprano for any related costs incurred by any Contracted Processor for any audit or inspection under section 10.1.

10.4.4 The Customer, when conducting an audit under section 10.1 on behalf of itself or a Customer Group Member, shall make reasonable endeavours to combine into one single audit all requests to assess Soprano's compliance with this Addendum, in order to minimize the impact on Soprano. For the avoidance of any doubt, any such audits or inspections as Customer Group Member may wish to carry out vis-à-vis Soprano shall be carried out exclusively by the Customer, as described above and Soprano shall cooperate solely with Customer's requests made on their behalf.

11. Restricted Transfers

11.1 Subject to section 11.3, each Customer Group Member (as "data exporter") and Soprano (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Customer Group Member to Soprano, and such Standard Contractual Clauses shall be incorporated by reference into this Addendum and can be directly enforced by the Parties to the extent such transfers are subject to the EU Data Protection Laws and/or UK Data Protection Laws.

11.2 Where the performance of the Services involves a Restricted Transfer, the Standard Contractual Clauses shall apply as set out below:

i. where a Customer Group Member acts as a Controller then the Parties shall comply with the **EU C-to-P Transfer Clauses**, subject to the additional terms in Section 1 of Schedule 2.

ii. where a Customer Group Member acts as a Processor (including, but not limited to, a Processor within the meaning Article 28(4) of the GDPR) then the Parties shall comply with the **EU P-to-P Transfer Clauses**, subject to the additional terms in Section 1 of Schedule 2, in order to

provide adequate safeguards to Customer Personal Data in the name and on behalf of the relevant Controller of Customer Personal Data.

11.3   Soprano warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor, Soprano shall enter into the **EU P-to-P Transfer Clauses** set out in Schedule 2 herein in the name and on behalf of the Customer or the relevant Controller of Customer Personal Data, or shall otherwise ensure that said Restricted Transfer takes place only if any of the following requirements are met: (i) said Restricted Transfer is made pursuant to an adequacy decision by the Commission or other appropriate safeguards in accordance with Article 46 of the GDPR, or (ii) pursuant to Binding Corporate Rules (BCRs) approved by a competent Supervisory Authority in accordance with Article 47 of the GDPR, or (iii) based on derogations under Article 49 of the GDPR; (and the equivalent safeguards and/or derogations referred to in the UK GDPR in relation to Personal Data originating in the UK or otherwise subject to UK Data Protection Laws).

12.   General Terms

Governing law and jurisdiction

12.1   Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:

12.1.1   the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Contract with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2   this Addendum 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 Contract.

Order of precedence

12.2   Nothing in this Addendum reduces Soprano's obligations under the Contract in relation to the protection of Personal Data or permits Soprano to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Contract. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. In case of any conflict between this Addendum and the Contract, the terms of the Addendum shall take precedence over the conflicting terms of the Contract.

12.3   Subject to section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Contract 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 Addendum, the provisions of this Addendum shall prevail.

Changes in Data Protection Laws, etc.

12.4   Customer may:

12.4.1   by at least 30 (thirty) calendar days' written notice to Soprano from time to time request any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 11.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

12.4.2   propose any other variations to this Addendum which Customer reasonably considers to be necessary to address the requirements of any Data Protection Law.

12.5   If Customer gives notice under section 13.4.1, Soprano shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under section 5.4.1.

12.6   If Customer gives notice under section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable.

12.7   Customer shall not require the consent or approval of any Customer Affiliate, acting as Customer Group Member, to amend this Addendum pursuant to this section 13 or otherwise and shall ensure all such necessary authorizations have been given by respective Customer Affiliates.

Severance

12.8   Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (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.

The Parties hereto have executed this Addendum by their duly authorized representatives by executing a relevant Contract document, which references the Addendum on the date set therein.

SCHEDULE 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

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

- **Subject matter and duration of the processing.**

The subject matter of the Processing of the Customer Personal Data by Soprano is the provision of the Services set out in the Contract. Customer Personal Data will be processed for the duration of the Contract, subject to the provisions of this Addendum.

- **Nature and purpose of the processing.**

The nature and purpose of the processing shall be the provision of telecommunication services to send electronic messages, as further specified in the Contract.

- **Processing Operations.**

The personal data will be subject to the following basic processing activities: Submission to telecommunication providers for delivery; storage; access for customer Services, email and messaging abuse detection, prevention, and remediation; monitoring, maintaining and improving the Services.

- **Type of Customer Personal Data to be processed.**

Customer has full control over the Personal Data which is being transferred to Soprano. Type of Personal Data may include, but is not limited to, the following type of Personal Data:

- Contact Information (telephone numbers, email addresses)

- Identification Data (first and last name)

- Traffic Data (IMEI, IMSI, MSISDN…)

- Content exchanged by means of use of the Services, such as text, message bodies, voice and video media, images and sound.

- Any other Personal Data submitted by Customer.

- **Special categories of data**

Soprano neither wants nor intentionally collects or processes special categories of data in the provision of its Services and therefore the Customer Group Members undertake not to transmit data of such nature to Contracted Processors. However, as the Customer Group Members have full control over the Personal Data, which is being transferred to Contracted Processors, the Customer Group Members are solely responsible for the lawfulness of the processing of any special categories of data inadvertently processed by Contracted Processors.

- **Categories of data subjects**

Data Subjects may include Customer's customers, employees, suppliers and end users that are natural persons about whom data is provided to Contracted Processorsvia the Services by or at the direction of the Customer Group Members or by Customer's customers;

- **Contact information**

If you have any questions, you can reach the Soprano Privacy Team at Privacy@sopranodesign.com

RESTRICTED

SCHEDULE 2: STANDARD CONTRACTUAL CLAUSES

Background

The data exporter has entered into the Addendum with the data importer. Pursuant to the terms of the Addendum, it is contemplated that Services provided by the data importer will involve the transfer of Personal Data to data importer. Data importer is located in a country not ensuring an adequate level of data protection pursuant to EU and UK Data Protection Laws. To ensure compliance with the EU GDPR, UK GDPR and applicable EU and UK Data Protection Laws, the Controller agrees to the provision of such Services, including the Processing of Personal Data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Standard Contractual Clauses.

For the purposes of the EU C-to-P Transfer Clauses and the EU P-to-P Transfer Clauses, the Customer Group Member is the data exporter and Soprano is the data importer. Where this Schedule 2 does not explicitly mention EU C-to-P Transfer Clauses or EU P-to-P Transfer Clauses it applies to both of them.

1. **SCCs OPERATIVE CLAUSES AND ADDITIONAL TERMS.**

   1.1   Incorporation by reference and priority. The provisions of the SCCs are hereby incorporated by reference into the Contract. If there is an inconsistency between any of the provisions of the SCCs and the provisions of the Contract, the provisions of the SCCs shall prevail. If there is an inconsistency between any of the provisions of the EU SCCs and the provisions of the UK SCCs, the provisions of the UK SCCs shall prevail to the extent they are applicable to the Restricted Transfer.

   1.2   Docking Clause. The option under clause 7 will apply.

   1.3   Erasure or return of data. The Parties agree that the obligation to delete or return the Customer Personal Data shall apply to the extent that the Customer Personal Data has not been previously provided or made accessible to the Customer Group Member through platform functionality, such as the ability to download the Customer Personal Data. The Parties also agree that the certification of deletion of the Customer Personal Data required under section 8.5 and 16(d) of the SCCs shall be provided by Soprano upon Customer's written request.

   1.4   General authorization for use of Sub-processors. Option 2 under clause 9(a) shall apply in accordance with Clause 5 of the DPA, including the time period for prior notice of Sub-processor changes.

   1.5   Data Subject Rights. For the purposes of Clause 10 of the EU P-to-P Transfer Clauses only, and subject to Clause 6 of this DPA, Soprano shall notify the Customer any request it has received from a Data Subject, and Customer shall notify the relevant third-party controller, where applicable.

1.6   Redress. The optional language under Clause 11 shall not apply.

1.7   Supervision. Clause 13 (a) shall apply as follows:

1.7.1   Where Customer Group Member is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

1.7.2   Where Customer Group Member is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

1.7.3   Where Customer Group Member is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Agencia Española de Protección de Datos (AEPD)- C/ Jorge Juan, 6, 28001 Madrid, shall   act as competent supervisory authority.

1.7.4   Where Customer Group Member is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Laws, the UK Information Commissioner's Office shall act as competent supervisory authority.

1.8   Governing Law. For the purposes of clause 17, the governing law shall be the law set out in the Contract. If the Contract is not governed by an EU Member State law, the EU SCCs will be governed by either (i) the laws of Spain; or (ii) where the Contractis governed by the laws of the United Kingdom or the Personal Data is exported from the United Kingdom, the UK SCCs shall be governed by the laws of the United Kingdom.

1.9   Forum and Jurisdiction. For the purposes of clause 18, the competent courts to resolve any dispute arising from the SCCs shall be those set out in the Contract. If the Contract does not designate an EU Member State court as having exclusive jurisdiction to resolve any dispute arising out of this Contract, the Parties agree that the courts of Spain shall have exclusive jurisdiction to resolve any dispute arising from the EU SCCs, except where the Contract is governed by the laws of the United Kingdom or where the Personal Data is exported from the United Kingdom, in which case the Parties submit to the exclusive jurisdiction of the English courts to resolve any dispute arising from the UK SCCs .

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

Name: Customer Group Members as shown on the relevant Contract documents executing this Addendum and as appropriate pursuant to section 11.1 of the Addendum (Customer has executed the Addendum, including these Standard Contractual Clauses on behalf of itself, and on behalf of each Customer Affiliate acting as Customer Group Member as appropriate pursuant to section 11.1 of the Addendum).

Address: Customer Group Members' addresses as shown on the relevant Contract documents executing this Addendum.

Contact person's name, position and contact details: Customer Group Members' contact details as shown on the relevant Contract documents executing this Addendum.

Activities relevant to the data transferred under these Clauses: Provision of the Services as further specified in the Contract.

Signature and date:

Role (controller/processor): For the purposes of the EU C-to-P Transfer Clauses, Customer Group Member is a Controller. For the purposes of the EU P-to-P Transfer Clauses, Customer Group Member is a Processor.

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

Name: Soprano as shown on the relevant Contract documents.

Address: Soprano's address as shown on the relevant Contract documents.

Contact person's name, position and contact details: privacy@sopranodesign.com

Activities relevant to the data transferred under these Clauses: Provision of the Services as further specified in the Contract.

Signature and date:

Role: Processor.

B. DESCRIPTION OF TRANSFER OF RELEVANT PERSONAL DATA

- **Categories of data subjects whose personal data is transferred**

As set out in Schedule 1 to the DPA.

- **Categories of Customer Personal Data transferred.**

- As set out in Schedule 1 to the DPA.

- **Sensitive data transfered (if applicable)**

  As set out in Schedule 1 to the DPA.

- **Frequency of the transfer**

  Continuous.

- **Nature of the processing.**

  The nature of the processing is the provision of the Services as further specified in the Contract.

- **Purpose(s) of the data transfer and further processing.**

  The purpose of the processing shall be the provision of telecommunication services to send electronic messages, as further specified in the Contract and on the data importer website https://www.sopranodesign.com/

- **Processing Operations.**

  The personal data will be subject to the following basic processing activities: Submission to telecommunication providers for delivery; storage; access for customer Services, email and messaging abuse detection, prevention, and remediation; monitoring, maintaining and improving the Services.

- **Duration of Processing**

  The data exporter will process the Customer Personal Data for the term of the Contract.

- **Sub-processor transfers.**

  For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

  The sub-processors will process the Customer Personal Data as necessary to provide the Services pursuant to the Contract and for the duration of the Contract. An up to date list of the subprocessor's identity and their locations is maintained by data exporter and shall be made available to data importer upon written request, as set out in Clause 5 of the Addendum.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

- Where data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, shall act as competent supervisory authority.

- Where data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, shall act as competent supervisory authority.

- Where data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Agencia Española de Protección de Datos (AEPD)- C/ Jorge Juan, 6, 28001 Madrid, shall act as competent supervisory authority.

- Where the data exporter is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Laws and Regulations, the Information Commissioner's Office shall act as the competent supervisory authority.

ANNEX II- TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

SOPRANO SECURITY OVERVIEW

1. This Overview sets out Soprano's key elements of its information security management system (ISMS) and its technical and organizational security controls.

2. **SOPRANO ISMS.** Soprano's ISMS adheres to the ISO27001 Information Security Management System framework. Soprano's ISMS is overseen and managed by an executive security steering committee (consisting of the CEO and CTO) which regularly reviews processes and procedures with Soprano's security team. Soprano has established security and compliance roles and a responsibility matrix as a critical part of its operations. In addition to annual audit required for ISO27001 certification, we have a program of internal audits to ensure compliance.

3. **Staff Security.** Soprano performs background checks on its employees at the time of hire in accordance with local laws. Checks are based on the nature and scope of the relevant role and can include employment and education verification, reference checks, criminal and immigration checks. All staff participate in security training at least once a year and we run regular phishing tests. Staff are required to read and acknowledge key security policies as part of induction. We also have a whistleblowing policy encouraging our staff to report any unethical behavior.

4. Asset Management. We have an asset management policy which includes a requirement for asset registries and a standardized approach to data deletion and the destruction of assets as part of decommissioning. We have a centralised IT management system that ensures that all software and hardware used by our staff must be approved by our IT team. Computer hard drives are encrypted and can be remotely wiped. Our BYOD mobile policy restricts access to company data and prevents capture of company data on personal devices.

3. Access Control. Soprano applies Role Based Access Control (RBAC) combined with the principle of least privilege for staff access to customer data. Staff access is subject to 2FA. Access is automatically reviewed when a staff member changes role or leaves the organization as well as twice yearly scheduled audits. We maintain a password policy to ensure adequate password complexity and to minimise the possibility of compromise. Passwords stored in our systems are hashed. All login events are logged. User accounts have a unique user ID and are never re-used.

4. Encryption. Soprano encrypts (a) all databases that store customer data at rest (AES256); (b) Customer Data in transit between the Customer's application and its Platform (TLS 1.2 for communications for access to the web-portal and for applicable APIs). We maintain policies which cover the management of encryption keys from generation to expiry or termination.

5. Physical Security. Soprano physical security policy ensures that adequate measures are taken to safeguard the security of Soprano's offices. We ensure that the third party managed data hosting providers we use have physical security controls that meet best practice and are independently audited on an annual basis.

6. Operations Security. We apply a standard change control policy which includes testing, approval, version control and rollback procedures. All servers hosting our products are hardened builds of the OS. We use anti-malware, anti-virus, IDS and IPS tools to protect our infrastructure. Security logs are retained for at least 12 months. Our platforms are monitored internally via event and alert management system tools.

7. Vulnerability Management and Penetration Testing. Soprano manages vulnerabilities in accordance with a written policy to mitigate any identified risks. Soprano uses third party tools to conduct regular scanning of its platform. It applies software patches based on timeframes determined by reference to the criticality of the vulnerability. Patches are evaluated and tested prior to deployment. We engage independent third parties to carry out vulnerability scans at least once every twelve months on our platforms. Detected threats and vulnerabilities are assessed, triaged and remedied in accordance with our vulnerability management policy.

8 Data Communications Security. While some of our systems are dedicated to a single customer, most are multi-tenanted, with logical separation applied for each customer. We maintain a 3-tiered technical architecture with fully functional firewall services at each tier boundary. Our servers that provide external services such as portal and API services are

located in DMZ zones. VPN is used to access to production systems remotely, with 2FA and encryption through TLS.

9 Systems Acquisitions, Development and Maintenance. We have developed our Software Development Life Cycle in accordance with ISO27001 to ensure the security of new releases and functionality.   Our platform is developed to take into account OSWASP top ten vulnerabilities. Any open source components are scanned using a third party scanning software before deployment. We maintain "air gap" separation between our pre and production environments. No customer data is used in our pre-production environments. Source code is secured via a third party source code repository hosting service and access is limited based on job function.

10. Supplier Security Management. We have policies and processes in place to ensure that supplier security risks are identified, monitored and managed. For our third party hosting providers, for example, this includes an annual review of independent security audit reports and service level achievement.

11. Cloud security. Our services are hosted on dedicated managed servers in ISO27001 certified data centres, managed by trusted third party providers. Data is encrypted at rest and cannot be accessed by the hosting providers. Our hosting providers provide managed security services including IDS, IPS, DDOS protection and anti-malware services. We have processes and systems in place to detect suspicious or unusual network behaviours and to support forensic investigation in the event of security breach.

12. Incident Management. Soprano maintains an incident management policy and plans to ensure that relevant security incidents are managed quickly and effectively, and that we address any root cause. Soprano has a multi-disciplined incident management team which is automatically notified of any incident via an online tool. Incidents are promptly communicated to customers in accordance with contractual obligations and applicable law.

13. Business Continuity, DR and Backup. We have a business continuity plan to respond to any significant business disruption, which is reviewed annually. We also perform business impact analysis for key functions. For each region in which it operates, Soprano's software platform is hosted in geographically separate data centres with data replication that provides availability for both partial and complete site failure. As an additional protection, separate backups of our database are made at our DR site. As a result of these measures, we are able to achieve a point-in-time recovery of data and achieve defined service targets, RTOs and RPOs. We test our data recovery plans annually.

15. Compliance. Internal and external auditing of our ISMS is carried out as part of our ISO27001:2013 certification. We engage with third party to perform annual vulnerability and automated scans of our platforms. We have a process to identify the regulatory requirements in each jurisdiction in which we operate and our legal team assesses compliance against key legislation such as GDPR.

Certification:

RESTRICTED

ISO27001:2013 (Australian, UK and NZ platforms)

Cyber Essentials Plus (Corporate IT)

ANNEX III – LIST OF SUB-PROCESSORS

Not applicable.

Last Updated: August 3, 2022.

RESTRICTED