Data Protection Addendum

This Data Protection Addendum ("**Addendum**") is incorporated into and made a part of any terms of use, agreements for services and/or software, and other agreements between ProChain Solutions, Inc. ("**ProChain**") and the customer identified therein or bound thereby ("**Customer**") (collectively, "**Agreement**"). In the event of a conflict or inconsistency between the Agreement and this Addendum, this Addendum shall control with respect to ProChain's processing of Customer Personal Data.

1. **Definitions.** For the purposes of this Addendum, the terms "cross-context behavioral advertising," "sell," "process," and conjugations thereof shall have the same meanings as are given to those terms in Data Protection Law. In addition, for the purposes of this Addendum, the following terms shall have the following meanings:

   a. "**Controller**" means an entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, and includes without limitation any "business" as that term is defined under the CCPA and any similar concepts as defined by Data Protection Laws.

   b. "**Customer Personal Data**" means any Personal Data that is processed by or on behalf of ProChain in connection with the provision of Services to Customer.

   c. "**Data Protection Law**" means, to the extent applicable to Customer Personal Data, all Europe and United States federal, state, and local legislation and regulations relating to the privacy, security, and protection of Personal Data, each as may be amended or replaced from time to time which may include without limitation the California Consumer Privacy Act and its regulations ("**CCPA**") and General Data Protection Regulation ("**GDPR**").

   d. "**Data Subject**" means any identified or reasonably identifiable natural person to which Customer Personal Data relates, and includes the terms "consumer" and "data subject" as defined under Data Protection Law.

   e. "**Europe**" means the European Economic Area (EEA), Switzerland and the United Kingdom.

   f. "**Personal Data**" means any information about an identified or reasonably identifiable natural person, household, or device, in each case to the extent subject to Data Protection Law.

   g. "**Processor**" means an entity which processes Personal Data for or on behalf of a Controller or another Processor, and includes without limitation any "service provider" or "contractor" as defined under the CCPA and other similar concepts as defined by Data Protection Laws.

   h. "**Restricted Transfer**" means any transfer of Personal Data from Europe to a non-Europe country not deemed to offer an "adequate" level of protection to Personal Data by the European Commission or the relevant Supervisory Authority and thereby requires additional safeguards with respect to such transfer.

   i. "**Rights Request**" means any valid request from or on behalf of a Data Subject to exercise a right regarding Customer Personal Data under Data Protection Law.

   j. "**Security Breach**" means an actual or reasonably suspected compromise of the security, confidentiality, or integrity of Customer Personal Data, and includes events and circumstances that meet the definitions of "security incident," "breach of the security of the system," and similar terms under Data Protection Law.

   k. "**Services**" means the products and services to be provided by or on behalf of ProChain to Customer under the Agreement.

   l. "**SCCs**" means, collectively, the applicable Standard Contractual Clauses for the transfer of Personal Data from Europe to a party established in third countries, approved by the European Commission, and the UK International Data Transfer Addendum to the Standard Contractual Clauses ("**UK Addendum**").

   m. "**Subcontractor**" means a Processor engaged by ProChain to process Customer Personal Data.

   n. "**Supervisory Authority(ies)**" means a public authority which is established by a government with jurisdiction to enforce and/or bring claims or actions under Data Protection Law.

2. **Processing Restrictions.** Customer shall be a Controller and ProChain shall process Customer Personal Data as a Processor under Data Protection Law. The nature and purpose of the processing of Customer Personal Data, the duration of the processing of Customer Personal Data, and the types of Customer Personal Data subject to processing, are set forth in the Agreement, this Addendum, and the Schedules hereto.

   a. ProChain shall process Customer Personal Data for the limited and specified purposes of (i) performing the Services and (ii) as necessary to comply with applicable law provided that ProChain shall notify Customer of any processing

necessary to comply with applicable law before engaging in processing of Customer Personal Data unless otherwise prohibited by such law on important grounds of public interest. ProChain shall comply with Customer's reasonable documented instructions regarding the processing of Customer Personal Data to the extent they are consistent with or contained in the Agreement and this Addendum. ProChain shall notify Customer in the event it determines Customer's instructions regarding the processing of Customer Personal Data violate Data Protection Law.

b. Except as expressly permitted of a Processor by Data Protection Law, ProChain shall not (i) process Customer Personal Data for any purpose other than the purposes specified in the Agreement; (ii) disclose Customer Personal Data outside of ProChain's business relationship with Customer; nor (iii) combine Customer Personal Data with other Personal Data ProChain obtained from other sources.

c. ProChain shall not sell Customer Personal Data or disclose Customer Personal Data for cross-context behavioral advertising in a manner prohibited for a Processor under Data Protection Law.

3. **Compliance.**

a. Customer represents and warrants that it has all rights, has provided all notices, and has obtained all consents necessary for the Processing of Customer Personal Data by ProChain as provided under the Agreement and this Addendum to comply with Data Protection Law.

b. ProChain shall comply with Data Protection Law, including by providing the same level of protection required of Customer under such laws, and ProChain shall notify Customer in the event ProChain determines it can no longer meet its obligations under Data Protection Law.

c. ProChain shall require that its personnel involved in the processing of Customer Personal Data be subject to reasonable confidentiality obligations with respect to Customer Personal Data.

d. Customer has the right to take reasonable and appropriate steps, upon reasonable prior notice to and coordination with ProChain, to (i) stop and remediate ProChain's unauthorized processing of Customer Personal Data upon notice of same; and (ii) ensure that ProChain processes Customer Personal Data in a manner consistent with Customer's obligations under Data Protection Law.

4. **Subcontracting.** Subject to the obligations in this Addendum, Customer authorizes ProChain to engage Subcontractors to process Customer Personal Data in connection with its provision of Services and performance under the Agreement. ProChain shall engage each Subcontractor pursuant to a written contract that includes all terms required under Data Protection Law and that are not materially less protective than this Addendum. ProChain shall provide Customer with reasonable prior notice (no less than ten (10) business days) of ProChain's engagement of any additional or different Subcontractors and, to the extent required by Data Protection Law, will permit Customer to object to any such proposed Subcontractor on reasonable grounds relating to data protection. If Customer so objects, the parties shall meet and use reasonable efforts to resolve Customer's objection, provided that if the parties are unable to agree on a resolution and ProChain determines that it is not able to provide some or all of the Services without the use of the objected-to Subcontractor, ProChain may terminate the impacted Services.

5. **Information and Assistance.**

a. Upon Customer's written request, ProChain shall provide information reasonably necessary to demonstrate ProChain's compliance with Data Protection Laws.

b. Upon Customer's written request, at Customer's expense, and taking into account the nature of the processing and the information available to ProChain, ProChain shall provide reasonable assistance to Customer (which may include without limitation self-service tools in the Services to allow the access, deletion, and correction of data) to (i) assist Customer in meeting Customer's obligation to respond to Rights Requests; and (ii) allow Customer to conduct and document assessments and/or prior consultations with Supervisory Authorities required under Data Protection Laws.

c. No more often than once per calendar year, upon not less than sixty (60) days' prior written notice and to the extent required to comply with Data Protection Laws, ProChain shall allow for and contribute to an audit or assessment of ProChain's processing of Customer Personal Data by Customer or Customer's designated assessor. Any such audit or assessment shall be conducted during ProChain's ordinary business hours, in a manner designed to avoid interference with ProChain's operations, and shall be limited in scope to only that which is necessary for Customer to evaluate ProChain's processing of Customer Data and shall not require ProChain to violate obligations of confidentiality to other customers or third parties. ProChain has the right to condition acceptance of an audit or

assessment to Customer's agreement to reasonable confidentiality terms. Customer shall bear all costs of such audits or assessments.

6. **Data Security.**

   a. ProChain shall implement appropriate technical and organizational security measures that comply with Data Protection Law and are designed to protect Customer Personal Data against a Security Breach.

   b. ProChain shall notify Customer without undue delay in the event ProChain becomes aware of a Security Breach. In the event of a Security Breach, ProChain shall use prompt and reasonable efforts to investigate and remediate the Security Breach. ProChain shall use reasonable efforts to assist Customer in meeting Customer's obligations under Data Protection Law to notify persons or government bodies of a Security Breach.

7. **Restricted Transfers.**

   a. **SCCs.** With respect to any Restricted Transfers, the parties hereby incorporate Module Two (Controller to Processor) of the SCCs by reference as follows: (i) the optional Clause 7 (Docking Clause) is omitted; (ii) Option One of Clause 9(a) is selected such that Customer provides a general written authorization to engage Subcontractors with a time period of not less than ten (10) business days to object to such Subcontractor; (iii) the optional language in Clause 11 (Redress) is omitted; (iv) and the applicability of the laws, the venue of any disputes, and the competent Supervisory Authority shall be that of the main establishment of the Customer in Europe. Schedule 1 contains the applicable Annexes for the SCCs, which shall be deemed to be completed with the applicable information from the Agreement and this Addendum. In the event of a conflict or inconsistency between this Addendum and the SCCs and/or the Agreement and the SCCs, the SCCs shall control with respect to Customer Personal Data that is subject to a Restricted Transfer.

   b. **United Kingdom.** If Personal Data originates from the United Kingdom, the UK Addendum shall be incorporated by reference and completed with the information in this Addendum, the Agreement, and the Schedules thereto, provided that Table 4 of the UK Addendum shall be completed by selecting "neither party" and the Mandatory Clauses of the UK Addendum shall be Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section **Error! Reference source not found.** of those Mandatory Clauses.

   c. **Switzerland.** If Personal Data originates from Switzerland: (i) the Federal Data Protection and Information Commissioner (FDPIC) will be the competent supervisory authority under Clause 13 of the SCCs (ii) the parties agree to abide by the GDPR standard in relation to all processing of Customer Personal Data that is governed by the Swiss Federal Act on Data Protection (FADP); (iii) the term 'Member State' in the SCCs will not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the SCCs; and (iv) references to the 'GDPR' in the SCCs will be understood as references to the FADP insofar as the transfer of Customer Personal Data is subject to the FADP.

8. **Return and Deletion.** Upon termination of the Services, ProChain shall delete all Customer Personal Data as set forth in the Agreement. ProChain may retain Customer Personal Data as and to the extent required to comply with applicable law provided that such Customer Personal Data shall only be processed for the purposes for which it is required to be retained and shall remain subject to this Addendum for so long as ProChain processes such Customer Personal Data.

9. **Miscellaneous.** This Addendum, including any schedules or exhibits hereto, which are incorporated herein by reference, constitutes the entire agreement between Customer and ProChain relating to the subject matter hereof and supersedes and replaces all prior or contemporaneous oral and written agreements and understandings. No amendment, modification, extension, release, discharge or waiver of this Addendum or any provision hereof, shall be valid or binding unless in writing and signed by an authorized representative of the party against which such instrument is sought to be enforced. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument, and may be executed by PDF, facsimile, electronic signature, or otherwise.

SCHEDULE 1

DETAILS OF PROCESSING

1. *Categories of Data Subjects about whom Customer Personal Data is transferred and processed*

   a. Customer employees, personnel, and agents who access or otherwise use the Services

   b. Data Subjects about whom Customer Personal Data is made available to ProChain or the Services by or on behalf of Customer

   c. Other Data Subjects provided access to the Services by Customer

2. *Categories of Customer Personal Data transferred and processed*

   a. Contact information

   b. Information regarding the Services and the usage thereof

   c. Customer Personal Data made available to ProChain or the Services by or on behalf of Customer

3. *Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

   a. None.

4. *The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)*

   a. Continuous for so long as Customer conducts Restricted Transfers of Customer Personal Data to ProChain and/or the Services.

5. *Nature of the processing*

   a. Collection, use, analysis, storage, transmission, and other processing conducted consistent with the Agreement, the Addendum, the instructions of Customer, and the provision of the Services

6. *Purposes of the data transfer and further processing*

   a. The provision, development, and support of the Services to or on behalf of Customer under the Agreement

7. *Period for which the personal data will be retained, or if that is not possible, the criteria used to determine that period*

   a. Customer Personal Data will be retained in accordance with the Agreement and the Addendum, and where applicable, Clause 8.5 of the SCCs

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

   a. ProChain uses Subcontractors to support the provision of the Services to Customer consistent with Sections 4-7 of Schedule 1 above

SCHEDULE 2

TECHNICAL AND ORGANIZATIONAL MEASURES

ProChain implements the following technical and organizational measures designed to protect Customer Personal Data:

1. Access controls designed to limit access to Customer Personal Data according to the principles of least privilege;

2. Engagement of industry leading cloud hosting and storage Subcontractors (e.g., Microsoft Azure) pursuant to terms that comply with Data Protection Laws and that require the Subcontractors to protect such data;

3. Encryption of Customer Personal Data in transit and at rest where reasonably practicable;

4. Technical measures including secure configuration of hardware and software and anti-malware tools to scan attachments; and

5. Implementation of policies and procedures regarding business continuity, disaster recovery, data protection, and Security Breach response.

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