



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) forms a part of the Dealer Services Agreement, Terms of Service, or other written or electronic agreement (“**Agreement**”) between Ribit Inc. (“**Ribit**”) and the person or entity executing the Agreement (“**Client**”) with respect to Personal Data Ribit Processes on behalf of Client. By signing or otherwise executing the Agreement, Client enters into this Addendum. Capitalized terms not defined herein have the meaning set forth in the Agreement.

HOW THIS ADDENDUM APPLIES:

If the individual or entity wishing to enter into this Addendum is a party to the Agreement, this Addendum is an addendum to and forms part of the Agreement. If the individual or entity wishing to enter into this Addendum is not a party to an Agreement, this Addendum is not valid and is not legally binding. This Addendum will be effective and replace any previously applicable data processing and security terms as of the date Client accepts or otherwise agrees to this Addendum. These Addendum supplement the Agreement. This Addendum does not replace any comparable or additional rights relating to Processing of Personal Data contained in the Agreement (including any existing data processing addendum to the Agreement).

PERSONAL DATA PROCESSING TERMS:

1. Definitions.

- a. “**Controller**” means an entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data. For the purposes of this Addendum, Client is the “Controller.”
- b. “**Data Laws**” means Laws relating to the security and protection of Personal Data, data privacy, trans-border data flow or data protection, including the California Consumer Privacy Act, as amended by the California Privacy Rights Act, and any other similar laws and implementing regulations in any applicable jurisdiction.
- c. “**Data Subject**” means a natural person whose Personal Data is Processed in the context of the Agreement.
- d. “**Law(s)**” means any statute, regulation, ordinance, rule, order, decree, or governmental requirement enacted, promulgated, or imposed by any governmental authority at any level (e.g., municipal, county, province, state or national). Law(s) includes all Data Laws.
- e. “**Personal Data**” means any information that Ribit or its Personnel collect, receive or obtain, from or on behalf of Client, Client’s affiliates, or any customer of Client or a Client affiliate which qualifies as personal data, personal information, or personally identifiable information under one or more of the Data Laws.
- f. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful loss, destruction, alteration, unauthorized disclosure of, or access to Personal Data.
- g. “**Personnel**” means any employees, agents, consultants, or contractors of Ribit or Client, respectively.
- h. “**Process**” or “**Processing**” means, with respect to Personal Data, any operation or set of operations performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- i. “**Processor**” means an entity which Processes Personal Data on behalf of a Controller. For the purposes of this Addendum, Ribit is the “Processor.”
- j. “**Subprocessor**” means the entity engaged by the Processor or any further sub-contractor to Process Personal Data on behalf of and under the instructions of the Controller.

- 2. **Processing.** In the context of the Agreement, Ribit shall act as a Processor of Client and only Process Personal Data for the specific and limited purposes set forth in the Agreement or otherwise listed in **Exhibit A** to this Addendum, on behalf of and in accordance with the instructions of Client, unless required to do so by applicable Laws. Client has the sole and exclusive authority to determine the purposes and means of the Processing of



Personal Data by Ribit. Ribit shall Process Personal Data only as necessary to perform its obligations under the Agreement and in compliance with: (a) the express terms and conditions of the Agreement; and (b) all applicable Data Laws. When Processing Personal Data, Ribit shall provide at least the same level of privacy and security protection for Personal Data as is required by applicable Data Laws.

3. Client Responsibilities. Client shall:

- a. have sole responsibility for the accuracy and quality of Personal Data to be transferred to Ribit under this Addendum and the means by which Client acquired it;
- b. ensure that it has all appropriate consents and notices in place to enable the lawful transfer of the Personal Data to Ribit for the duration and purpose of this Addendum;
- c. ensure that its instructions to Ribit for the Processing of Personal Data comply with all Laws;
- d. comply with its obligations under the Laws that arise in relation to this Addendum, the Agreement and the receipt of the Services; and
- e. not do or omit to do anything which causes Ribit (or any Subprocessor) to breach any of its obligations under the applicable Laws.

4. Restrictions on Use of Personal Data. Ribit will not: (i) sell or share any Personal Data (including as such terms are defined under applicable Data Laws) or otherwise retain, use, or disclose Personal Data for any purpose other than the specific business purpose set forth in the Agreement, including a commercial purpose other than providing the services under the Agreement, or as otherwise permitted by Data Laws and the Agreement; (ii) retain, use, or disclose Personal Data outside of the direct business relationship between the Ribit and Client specified in the Agreement and this Addendum for the purpose set forth therein, unless expressly permitted by Data Laws and the Agreement or this Addendum; or (iii) combine or update Personal Data with personal information Ribit receives from, or on behalf of, another person or entity, or that Ribit collects from its own interaction with a data subject; provided that, to the extent not prohibited by the Agreement or Addendum, Ribit may combine Personal Data with other personal information to perform any permissible business purpose under applicable Data Laws consistent with a data subject's expectations, except for cross-context behavioral advertising or where such combination is with Personal Data of opted-out data subject for advertising and marketing services.

5. Access. Ribit shall limit access to Personal Data to its Personnel who have duties of confidentiality, and security that are substantially similar to those required by the Agreement and shall only Process Personal Data in accordance with Client's instructions, unless required to do so by applicable Laws, in which case Ribit shall inform Client of the legal requirement before Processing, unless the applicable Law prohibits Ribit from doing so.

6. Disclosure. Ribit shall not sell, disclose, or transfer Personal Data to any third party, including a subcontractor, without Client's prior written consent, unless such disclosure or transfer is contemplated under this Personal Data Addendum or the Agreement, allowed or required under applicable Law, necessary to comply with a subpoena or other legal process or in cooperation with law enforcement agencies or other government authorities, in which case Ribit shall, wherever required and not prohibited by Law, notify Client promptly in writing before any such disclosure or transfer and comply with all reasonable directions of Client with respect to such disclosure or transfer.

7. Subprocessors. Client grants to Ribit a general authorization to utilize Subprocessors in connection with the Processing of Personal Data provided that Ribit has in place a written contract with such Subprocessor(s) containing, in substance, obligations no less protective than those in this Addendum with respect to the protection of applicable Personal Data. Upon Client's written request, Ribit shall provide Client an up-to-date list of all Subprocessors involved in the Processing of Personal Data. Client has the right to object to any such Subprocessors by notifying Ribit within fourteen (14) days after receipt of such list from Ribit. Ribit shall remain fully liable to Client for a Subprocessor's failure to fulfill its data protection obligations hereunder.

8. **Cooperation.** Taking into account the nature of the Processing and the information available to Ribit, Ribit shall reasonably cooperate with Client to comply with Data Laws, this Addendum, and Client's instructions, and to assist Client in fulfilling its own obligations under Data Laws, including complying with Data Subjects' requests to exercise their rights, replying to complaints from Data Subjects, replying to investigations and inquiries from supervisory authorities, conducting data protection impact assessments and prior consultations with supervisory authorities.

9. **Security Safeguards.**

a. Ribit shall – taking into account the nature of the Personal Data; the scope, context, purposes, and risks involved in the Processing; and the risks for the rights and freedoms of natural persons – maintain reasonable and appropriate security measures, including technical and organizational safeguards, designed to (a) ensure the security and confidentiality of Personal Data; (b) protect Personal Data against any anticipated threats or hazards to the security and integrity of such information; and (c) protect Personal Data against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of, or access to such information.

b. Ribit shall exercise all necessary and appropriate supervision over its relevant Personnel to maintain appropriate privacy, confidentiality, and security of Personal Data.

10. **Data Breach Notification.** Without limiting any other obligation under the Agreement, Ribit shall immediately inform Client after becoming aware of a Personal Data Breach. Taking into account the nature of Processing and the information available to Ribit, Ribit shall assist Client in complying with its obligations under Data Laws to notify Data Subjects of a Personal Data Breach.

11. **Return or Destruction of Personal Data.** Promptly upon the expiration or termination of the Agreement, or upon request by Client at any other time, Ribit shall securely destroy every original and copy in every media of all Personal Data in Ribit's possession, custody, or control. If applicable Law allows for the deletion or return of such information, this section serves as Client's selection of deletion at the end of the Term. If applicable Law or Ribit's data retention policy requires retention of the Personal Data, Ribit will ensure the continued confidentiality of the Personal Data in accordance with applicable Data Laws.

12. **Further Agreements.** Client shall enter into any further privacy, confidentiality, or information security agreement reasonably requested by Client to the extent necessary to comply with applicable Data Laws. In case of any conflict between the Agreement and any such further privacy, confidentiality, or information security agreement, such further agreement shall prevail with regard to the Processing of Personal Data covered by it.

13. **Inability to Comply.** Ribit shall promptly notify Client in writing if Ribit cannot comply with its obligations regarding Personal Data or under this Addendum.

14. **Audit.** During the term of the Agreement:

a. Upon Client's request, Ribit shall make available to Client all information as is necessary to enable Client to verify Ribit's compliance with this Addendum.

b. To the extent required by applicable Law, Ribit shall allow Client (or an inspection body composed of independent members selected by Client, and which possess any professional qualifications required by Law and are mutually agreeable to Client and Ribit) to audit and review Ribit's information security program, data processing facilities, and data protection compliance program to verify Ribit's compliance with this Addendum and applicable Data Laws, at least once every 12 months.

15. **Order of Precedence.** This Addendum is incorporated into and forms part of the Agreement. In the event of a conflict between the terms of the Addendum and an Exhibit to this Addendum, the terms of the Exhibit shall prevail. The liability of each party and its respective affiliates' arising out of or relating to this Addendum shall be subject to the section(s) of the Agreement governing limitations of liability, and this Addendum and any dispute



or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws applicable to the Agreement.

16. **Execution.** This Addendum becomes legally binding between Client and Ribit when the formalities set out in the Section "How this Addendum Applies" above have been fully completed.

EXHIBIT A

1. **Controller.** The Controller is the Client entity specified in the Agreement
2. **Processor.** The Processor is Ribit Inc.
3. **Description of Services.** Automated sales and marketing communications
4. **Data subjects.** The personal data transferred concern the following categories of data subjects: Client's customers and prospective customers
5. **Categories of data.** The personal data transferred concern the following categories of data: name, email, phone number, address
6. **Special categories of data.** N/A
7. **The frequency of the sharing of data and the transfer thereof (e.g., whether the data is transferred on a one-off or continuous basis):** Continuous for the duration of the Agreement
8. **Processing operations.** The personal data transferred will be subject to the following basic Processing activities: marketing communications
9. **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:** The data will be retained for the duration of the Agreement unless earlier instructed by Client to delete the data
10. **The Countries where Processing will occur:** Canada, United States, Germany