Agility PR Solutions Data Processing Agreement Addendum

This Agility PR Solutions Data Processing Agreement Addendum (the "DPA") entered into by the Agility PR Solutions customer identified on the applicable Agility PR Solutions Order form for Agility Services ("Customer") and the Agility PR Solutions company identified on the applicable Order form ("Agility"), governs the processing of Personal Data that Customer uploads or otherwise provides to Agility in connection with Agility's Products and Services, and the processing of any Personal Data that Agility uploads or otherwise provides to Customer in connection with its Products and Services.

Effective as of May 25, 2018 this DPA is incorporated into the relevant Agility Standard Terms and Conditions or other agreement attached to or incorporated by reference into the Order form previously executed by Customer, referred to generically in this DPA as the "Agility Contract". Collectively, the DPA and the Agility Contract are referred to in this DPA as the "Agreement". In the event of any conflict or inconsistency between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) this DPA; and (b) the Agility Contract. Except as specifically amended in this DPA, the Agility Contract remains unchanged and in full force and effect. Terms not otherwise defined shall have the meaning set forth in the Agility Contract

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Agility. "Control," for purposes of this definition, means the direct or indirect ownership or control of 50% or more of the stock or other equity interest entitled to vote for the election of directors or equivalent governing body.

"Agility Group" means Agility and its Affiliates engaged in the Processing of Personal Data.

"Customer Personal Data" means Personal Data that Customer uploads or otherwise provides to Agility in connection with use of Agility's Products or Services, including, without limitation, information with regard to Customer's employees and users of Agility's Products and Services and any Personal Data of Journalists uploaded by Customer to the Agility Media Database.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Data Processor"** means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under this DPA, including, without limitation, the GDPR.

"**Data Subject"** means the identified or identifiable person to whom Personal Data relates.

"GDPR" means the General Data Protection 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.

"Journalist" means media professionals, journalists, editorial staff, media production staff, bloggers, twitterers, and social media commentators and other key influencers.

"Personal Data" means information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person.

"Personal Data Breach" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data stored or otherwise processed.

"Process" and "Processing" means any operation or set of operations which is performed on 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.

"Subprocessor" means any Processor engaged by Agility or a member of the Agility Group.

"Supervisory Authority" means an independent public authority which is established by a European Union member state pursuant to Article 51 of the General Data Protection Regulation.

2. Processing of Personal Data

   2.1. Each of Agility and Customer acknowledge and agree that with regard to the Processing of Personal Data:

   (i) Customer is the Data Controller with respect to the Customer Personal Data, and Agility is the Data Processor with respect to the Customer Data.

   (ii) Agility is the Data Controller with respect to the Journalist Personal Data contained within the Agility Media Database and Customer is the Data Processor with respect to such Personal Data.

   2.2. Each party shall have sole responsibility for the accuracy and quality of the Personal Data it provides to the other party for Processing and the means by which the Personal Data was acquired, and shall comply with their respective obligations under the Data Protection Laws.

   2.3. Each party agrees to Process Personal Data received pursuant to the Agreement only for the purposes set forth in the Agreement (or as otherwise instructed in writing by the Data Controller), unless required by EU or member state law to which the Data Processor is subject.

3. Details of the Processing

   3.1. Categories of Data Subjects: Customer's employees; Customer's users of Agility's Products and Services; Journalists

   3.2. Types of Personal Data:

   (i) Customer contact information, names, email addresses, phone numbers, user IDs, login information and other online identifiers.

   (ii) Journalist names, contact information, biographical information, career history, employment details, article headings and citations, social media handles, personal interests.

   (iii) It is not anticipated that special categories of Personal Data will be processed.

   3.3. Purpose, Nature and Subject Matter of the Processing: Personal Data will be Processed for the purposes of providing and receiving the Products and Services set forth in the Agility Contract.

4. Subprocessors

   4.1. With the exception of Subprocessors who form part of the Agility Group and Agility's current data center hosting provider, to which Customer consents, neither party shall engage a Subprocessor to Process the Personal Data other than with the prior written consent of the Data Controller, such consent to be subject to the Data Processor meeting the conditions set out in all Data Protection Laws, including without limitation Article 28 (2) and (4) of the GDPR. Agility shall notify Customer of any intended additional Subprocessors, and will provide Customer the opportunity to reasonably object to the engagement of the new Subprocessor within 30 days of being notified. The objection must be based on reasonable grounds. If Agility and the Customer are unable to resolve the objection, either party may terminate the Agility Contract by providing written notice to the other party.

5. Security

5.1. Each party shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and take all measures required pursuant to the Data Protection Laws, including without limitation Article 32 GDPR, in relation to the Processing of Personal Data, taking account of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

5.2. Each party shall take all reasonable steps to ensure the reliability of persons authorised to Process the Personal Data and ensure that they have committed themselves to obligations of confidentiality.

6. Notifications to Data Controller

6.1. Each party in its capacity as Data Processor shall promptly notify the Data Controller, upon becoming aware of or reasonably suspecting a Personal Data Breach and shall, unless clause 6.2 below applies, provide the Data Controller at the time of original notification with sufficient information which allows the Data Controller to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:

(i) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

(ii) communicate the name and contact details of the Data Processor's Data Protection Officer or, where the Data Processor has not appointed a Data Protection Officer, the relevant contact from whom information may be obtained;

(iii) describe the likely consequences of the Personal Data Breach; and

(iv) describe the measures taken or proposed to be taken to address the Personal Data Breach.

6.2 If at the time of making the original notification described in Section 6.1 the Data Processor does not have available to it all the information described in Sections 6.1(i) - (iv), the Data Processor shall include in the original notification such information as it has available to it at that time, and then shall provide the further information set out in Sections 6.1(i) - (iv) as soon as possible thereafter.

7. Assistance to the Data Controller

7.1. Each party in its capacity as Data Processor shall:

(i) assist the Data Controller in ensuring compliance with the obligations pursuant to all Data Protection Laws, including without limitation Articles 35 and 36 of the GDPR, taking into account the nature of Processing and the information available to the Data Processor;

(ii) at the choice of the Data Controller, delete or return all the personal data to the Data Controller after the end of the provision of Services relating to the Processing;

(iii) make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in all Data Protection Laws, including without limitation Article 28 of the GDPR, and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller to the extent reasonably required for verifying compliance with (i) Data Protection Laws in relation to the Processing of Personal Data under this Agreement; and (ii) the requirements of this Agreement. Any audit or inspection shall be subject to an agreement to maintain the confidentiality of all proprietary and confidential information of the party to be audited, and shall be reasonable in scope and duration in relation to the purpose for which the audit or inspection is conducted.

8. Data Transfers

   8.1. For transfers of EU Personal Data to a party for Processing in their capacity as Data Processor in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, each party agrees that it will (a) provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU Privacy Shield frameworks; or (b) enter into the Standard Contractual Clauses (Processors) (as laid down in the Commission Decision 2010/87 EU of 5 February 2010, or any subsequent version which replaces these) (the "Standard Clauses").

   8.2. Without prejudice to the generality of Section 8.1, with effect from the commencement of any transfer of EU Personal Data, the parties agree that the Standard Clauses shall apply (and shall be deemed to have been entered into by the Data Controller (as "data exporter") and the Data Processor (as "data importer")) in respect of any transfer of Personal Data outside the European Economic Area from the relevant Data Controller to the Data Processor (or onward transfer) where such transfer outside the European Economic Area would otherwise be prohibited by the Data Protection Laws. In such event the Standard Clauses shall be deemed to form an integral part of this Agreement.

   8.3. If data transfers under this Section 8 of the DPA rely on Standard Clauses to enable the lawful transfer of EU Personal Data, as set forth in the preceding Section, the parties agree that Data Subjects for whom a party in their capacity as Data Processor processes EU Personal Data are third-party beneficiaries under the Standard Clauses.

9. Term

   9.1. This DPA shall remain in full force and effect until termination of the Agility Contract, and until all Personal Data has been returned or deleted in accordance with Section 7.1 above.

10. Governing Law, Jurisdiction and Venue

   10.1. Notwithstanding anything in this DPA to the contrary, this DPA will be governed by and construed in accordance with English law regardless of the laws that might otherwise govern under applicable choice-of-law principles. If any provision of this DPA is held invalid, illegal, or unenforceable, the remaining provisions will continue unimpaired. The parties consent to the jurisdiction of the courts of England with respect to any legal proceedings in connection with this DPA.

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Agility PR Solution Limited

Tayfield House, Poole Road, Bournemouth, Dorset, England, United Kingdom, BH4 9DW

(the data **exporter**)

And

The Customer

(the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely English law.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses [3]. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely English law.

4.The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1

to the Standard Contractual Clauses

Data exporter

The data exporter is Agility PR Solutions Limited, a provider of a global database containing journalist contact information.

Data importer

The data importer is the customer of the Agility PR Solutions' global database.

Data subjects

The personal data transferred concern the following categories of data subjects:

Journalists, which include media professionals, editorial staff, media production staff, bloggers, twitterers, and social media commentators and other key influencers

Categories of data

The personal data transferred concern the following categories of data:

Journalist names, contact information, biographical information, career history, employment details, article headings and citations, social media handles, personal interests.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

None

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Sending of emails by data importer to journalists to develop and cultivate relationships within targeted industries relevant to data importer, solely in accordance with the terms of the agreements between data importer and data controller.

Appendix 2

to the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

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 for the rights and freedoms of natural persons, data importer shall ensure a level of security appropriate to the risk, including as appropriate the specific controls described in Article 32(1), (a) to (d) inclusive of GDPR and including any other controls mandated by applicable Data Protection Laws.

On behalf of the data exporter:

Signature: _____

Agility PR Solutions Limited

By: Allison Murphy, Managing Director UK

Tayfield House, Poole Road, Bournemouth, Dorset, England, United Kingdom, BH4 9DW

On behalf of the data importer:

Signature: _____

Customer Name: _____

By: Name: _____ Position: _____

Address: _____