

Agility PR Solutions Data Processing Agreement Addendum

This Agility PR Solutions Data Processing Agreement Addendum governs the transfer and processing of Personal Data in connection with Customer's use of Agility's Products and Services. 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 Contract" means the Agility Terms and Conditions, Agility Order Form, Agility Enterprise Agreement and other agreement(s), as applicable, entered into between Agility and the Customer in which this DPA is incorporated by reference.

"Agility Data" means any data in the Agility Media Database or any other database that Agility uses in connection with the Services. Agility Data excludes Customer Personal Data.

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

"Agility Personal Data" means any Personal Data included as part of the Agility Data, including, without limitation, Journalist Personal Data.

"Agreement" means this DPA together with the Agility Contract.

"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" and "Data Processor" each have the meaning set forth in the GDPR and UK DPA.

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

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

"DPA" means this Data Processing Agreement Addendum.

"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.

“Standard Contractual Clauses” means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any subsequent version which replaces these.

“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, or the Information Commissioner, as applicable.

“UK Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as issued by the Information Commissioner's Office (ICO) and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as may be revised by the ICO.

“UK DPA” means the United Kingdom's General Data Protection Regulation, tailored by the Data Protection Act 2018.

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 Personal Data:

Customer is the Data Controller with respect to Customer Personal Data, and Agility is a Data Processor of Customer Personal Data.

(ii) Agility Personal Data:

Each of Agility and Customer are independent Data Controllers with respect to Agility Personal Data and each act as a Data Controller in Processing the Agility Personal Data.

3. Details of the Processing

3.1. Processing Agility Personal Data:

- (i) Each party will Process Agility Personal Data in connection with the Agreement only for the purposes set forth in the Agreement.
- (ii) Details of the categories of Data Subjects, categories of Personal Data, the nature and purpose of the Processing and the frequency of transfer are set out in Annex A, Annex I.
- (iii) If there a transfer of Agility Personal Data covered by the GDPR or UK DPA, Section 4.1 of this Agreement will apply.
- (iv) Each party shall promptly notify the other, upon becoming aware of or reasonably suspecting a Personal Data Breach with respect to Agility Personal Data.

3.2. Processing of Customer Personal Data:

- (i) Agility will process Customer Personal Data in accordance with Customer's instructions as set forth in the Agility Contract and this DPA, in order to provide the Products and Services to Customer.
- (ii) Details of the categories of Data Subjects, categories of Personal Data, the nature and purpose of the Processing and the frequency of transfer are set out in Annex A, Annex I.
- (iii) Customer shall have sole responsibility for the accuracy and quality of the Customer Personal Data it provides to Agility for Processing and the means by which the Customer Personal Data was acquired, and shall comply with its obligations under the Data Protection Laws.

- (iv) It is not anticipated that special categories of Personal Data will be processed. Customer will inform Agility in writing prior to providing to Agility any special categories of Personal Data for Processing.
- (v) If there is a transfer of Customer Personal Data covered by the GDPR or UK DPA, Section 4.2 of this Agreement will apply.
- (vi) Agility shall promptly notify Customer, upon becoming aware of or reasonably suspecting a Personal Data Breach with respect to Customer Personal Data, and shall, subject to the last sentence of this Section 3.2 (vi), provide Customer at the time of original notification with sufficient information which allows the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:
 - (a) 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;
 - (b) 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;
 - (c) describe the likely consequences of the Personal Data Breach; and
 - (d) describe the measures taken or proposed to be taken to address the Personal Data Breach.

If at the time of making the original notification described in this Section 3.2 Agility does not have available to it all the information described in Section 3.2 (vi) (a) - (d), Agility 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 Section (vi) 3.2 (a) - (d) as soon as possible thereafter.

- (vii) Agility in its capacity as Data Processor with respect to Customer Personal Data shall:
 - (a) assist Customer in ensuring compliance with the obligations pursuant to the Data Protection Laws, taking into account the nature of Processing and the information available to Agility;
 - (b) unless otherwise set forth in the Agility Contract or required to be retained by the Data Processing Law, delete the Customer Personal Data after the end of the provision of Services relating to the Processing; and
 - (c) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in the Data Protection Laws and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer to the extent reasonably required for verifying compliance with (i) Data Protection Laws in relation to Agility's Processing of Customer Personal Data under this Agreement; and (ii) the requirements of this Agreement. Any audit or inspection shall be subject to a written agreement to maintain the confidentiality of all proprietary and confidential information of Agility by Customer and the auditor, and shall be reasonable in scope and duration in relation to the purpose for which the audit or inspection is conducted.
- (viii) Subprocessors: With the exception of Subprocessors who form part of the Agility Group and Agility's current data center hosting provider and email distribution provider, to which Customer consents, Agility shall not engage a Subprocessor to Process the Customer Personal Data other than with the prior written consent of Customer, such consent to be subject to Agility meeting the conditions set out in the Data Protection Laws. 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.

4. Data Transfers

4.1. Agility Personal Data

- (i) In the event of a transfer of Agility Personal Data that is EU Personal Data or UK Personal Data to a jurisdiction other than a jurisdiction in the EU, the EEA, the UK, or the European Commission-approved countries providing 'adequate' data protection, each party agrees that (a) with respect to EU Personal Data it will enter into the Standard Contractual Clauses and that Module One, Controller to

Controller transfers, will apply; and (b) with respect to UK Personal Data it will enter into the Standard Contractual Clauses together with UK Addendum.

- (a) The Standard Contractual Clauses or UK Addendum, as applicable, will come into effect upon the commencement of the transfer of Agility Personal Data.
- (b) The details of the transfer of Agility Personal Data are set forth in Annexes I and II of this DPA.

4.2. Customer Personal Data

- (i) In the event of a transfer of Customer Personal Data that is EU Personal Data or UK Personal Data to a jurisdiction other than a jurisdiction in the EU, the EEA, the UK, or the European Commission-approved countries providing 'adequate' data protection, each party agrees that (a) with respect to EU Personal Data it will enter into the Standard Contractual Clauses and that Module Two, Controller to Processor transfers, will apply; and (b) with respect to UK Personal Data it will enter into the Standard Contractual Clauses together with UK Addendum.
 - (a) The Standard Contractual Clauses, and UK Addendum if applicable, will come into effect upon the commencement of the transfer of Customer Personal Data.
 - (b) The details of the transfer of Customer Personal Data is set forth in Annexes I and II of this DPA.
- (ii) Subprocessors appointed by Agility in accordance with this DPA may rely on the Standard Contractual Clauses or UK Addendum, as applicable, for the transfer of the Customer Personal Data.

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 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 authorized to Process the Personal Data and ensure that they have committed themselves to obligations of confidentiality.

6. Term

- 6.1. 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 3.2 above.

7. Governing Law, Jurisdiction and Venue

- 7.1. Except as set forth in the Standard Contractual Clauses or UK Addendum, this DPA will be governed by and construed in accordance with the law of England and Wales 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 and Wales with respect to any legal proceedings in connection with this DPA.

8. Order of Precedence

- 8.1. 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) the UK Addendum; (b) the Standard Contractual Clauses; (c) this DPA; and (d) the Agility Contract. Terms not otherwise defined shall have the meaning set forth in the Agility Contract.

Annex A

Standard Contractual Clauses and UK Addendum

Standard Contractual Clauses

- A. The parties agree that when the transfer of Agility Personal Data from Agility (the controller) to Customer (the controller) occurs pursuant to Section 4.1 of the DPA with respect to EU Personal Data, the transfer shall be subject to the Standard Contractual Clauses completed as follows:
1. Module One, Controller to Controller, will apply.
 2. In Clause 7, the optional docking clause will apply.
 3. In Clause 11, the optional language will not apply.
 4. In Clause 17, Option 1 will apply, and the Standard Contractual Clauses shall be governed by Irish law.
 5. In Clause 18(b), disputes shall be resolved before the courts of Ireland.
 6. Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex I to this DPA.
 7. Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex II to this DPA.
- B. The parties agree that when the transfer of Agility Personal Data from Agility (the controller) to Customer (the controller) occurs pursuant to Section 4.1 of the DPA with respect to UK Personal Data, the transfer shall be subject to the UK Addendum as set forth in Paragraph E., below, in addition to the Standard Contractual Clauses, as completed per Paragraph A, 1-3, above.
- C. The parties agree that when the transfer of Customer Personal Data from Customer (the controller) to Agility (the processor) occurs pursuant to Section 4.2 of the DPA with respect to EU Personal Data, the transfer shall be subject to the Standard Contractual Clauses completed as follows:
1. Module Two, Controller to Processor, will apply.
 2. In Clause 7, the optional docking clause will apply.
 3. In Clause 9 Option 2 will apply, and the time period for prior notice of Subprocessor changes shall be as set forth in Section 3.2 (viii) of this DPA.
 4. In Clause 11, the optional language will not apply.
 5. In Clause 17, Option 1 will apply, and the Standard Contractual Clauses shall be governed by Irish law.
 6. In Clause 18(b), disputes shall be resolved before the courts of Ireland.
 7. Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex I to this DPA.
 8. Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex II to this DPA.
- D. The parties agree that when the transfer of Customer Personal Data from Customer (the controller) to Agility (the processor) occurs pursuant to Section 4.2 of the DPA with respect to UK Personal Data, the transfer shall be subject to the UK Addendum as set forth in Paragraph E., below, in addition to the Standard Contractual Clauses, as completed per Paragraph C, 1-4, above.

UK Addendum

- E. The following provisions apply to the transfer of Agility Personal Data and Customer Personal Data that is UK Personal Data:
1. Part 1 of the UK Addendum is deemed completed as follows:
 - a. In Table 1, the details of the parties are set out in Annex I of this DPA.
 - b. In Table 2, the details are as set forth in Annex A, Paragraphs A-D, of this DPA.

- c. In Table 3, the details are as set forth in Annex I of this DPA.
 - d. In Table 4, “Neither Party” is selected.
- 2. The Standard Contractual Clauses are amended by Part 2 of the UK Addendum.

ANNEX I

A. LIST OF PARTIES

<u>Agility Personal Data</u>		<u>Customer Personal Data</u>	
Data Exporter(s)		Data Exporter(s)	
Name	Agility PR Solutions Limited (or any Agility affiliate which exports Agility Personal data under the Agility Agreement)	Name	The Customer identified in the Agility Contract
Address	1a Kingsburys Lane, Ringwood, England, BH24 1EL	Address	The Customer's address specified in the Agility Contract
Contact person's name, position and contact details	Allison Murphy, Managing Director, allison.murphy@agilitypr.com	Contact person's name, position and contact details	The Customer's contact information specified in the Agility Contract
Activities relevant to the data transferred under these Clauses	To provide Agility's Products and Services to the Customer pursuant to the Agility Contract	Activities relevant to the data transferred under these Clauses	To use Agility's Products and Services pursuant to the Agility Contract
Signature and Date	As per the Agility Contract	Signature and Date	As per the Agility Contract
Role (controller/processor)	controller	Role (controller/processor)	controller
<u>Agility Personal Data</u>		<u>Customer Personal Data</u>	
Data Importer(s)		Data Importer(s)	
Name	The Customer identified in the Agility Contract.	Name	Agility PR Solutions Limited (or any Agility affiliate which exports Agility Personal data under the Agility Agreement)

Address	The Customer's address specified in the Agility Contract.	Address	1a Kingsburys Lane, Ringwood, England, BH24 1EL
Contact person's name, position and contact details	The Customer's contact information specified in the Agility Contract.	Contact person's name, position and contact details	Allison Murphy, Managing Director, allison.murphy@agilitypr.com
Activities relevant to the data transferred under these Clauses	To use Agility's Products and Services pursuant to the Agility Contract	Activities relevant to the data transferred under these Clauses	To provide Agility's Products and Services to the Customer pursuant to the Agility Contract and to comply with the terms of the Agility Contract
Signature and Date	As per the Agility Contract	Signature and Date	As per the Agility Contract
Role (controller/processor)	controller	Role (controller/processor)	processor

B. DESCRIPTION OF TRANSFER

	Agility Personal Data	Customer Personal Data
Categories of Data Subjects whose personal data is transferred	Journalists, which include media professionals, editorial staff, media production staff, bloggers, twitterers, and social media commentators and other key influencers.	Customer's employees, contractors and users of Agility Products and Services; Customer's Journalist contacts, which include media professionals, editorial staff, media production staff, bloggers, twitterers, and social media commentators and other key influencers.
Categories of personal data transferred	Journalist names, contact information, biographical information, career history, employment details, article headings and citations, social media handles, personal interests.	Customer's employee, contractor and other users of Agility's Products and Services names, employment details, business email addresses, business phone numbers, mobile phone numbers, usernames, social media handles. Journalist names, contact information, biographical information, career history, employment details, article headings and citations, social media handles, personal interests.

Sensitive data transferred (if applicable) and applied restrictions or safeguards	Not applicable.	Not applicable.
The frequency of the transfer	Continuous at data importer’s discretion in using the Agility Products and Services during the term of the Agility Contract.	Continuous at data importer’s discretion in providing the Agility Products and Services to the Customer during the term of the Agility Contract.
Nature of the processing	Sending of news releases by the data importer to journalists to develop and cultivate relationships within targeted industries relevant to the data importer, in accordance with the terms of Agility Contract.	As necessary to provide the Agility Products and Services to the Customer in accordance with the terms of Agility Contract
Purpose(s) of the data transfer and further processing	To enable the data importer to utilize Agility’s Products and Services.	To provide the Agility Products and Services to the Customer.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	Subject to Section 6 of the DPA, the personal data will be retained as needed to utilize the data exporter’s Products and Services during the term of the Agility Contract.	Subject to Section 6 of the DPA, the Customer Personal Data will be retained as needed to provide Products and Services to the Customer during the term of the Agility Contract.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing	Same as above and to the extent authorized by the Agility Contract.	Same as above and to the extent authorized by the Agility Contract.

C. COMPETENT SUPERVISORY AUTHORITY

Where the 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 the 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 the 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: The supervisory authority of one of the Member States in which the Data Subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located shall act as competent supervisory authority.

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

To ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons, the following describes the data importer's technical and organizational security measures:

Measures for user identification and authorization	<p>Only licensed users of the Agility Product are permitted to access the data and process the data within the Agility Product.</p> <p>Each licensed user is required to have a user name and password to access the Agility Product.</p> <p>Level of user access is designated at Admin or non-Admin.</p>
Measures of encryption of personal data	<p>Data is encrypted in flight using industry standard encryption technologies (SSL, TLS 1.2).</p> <p>Passwords are encrypted at rest.</p>
Measures for protection of data	<p>A commercially reasonable level of physical and electronic security is maintained as to the Equipment, Permitted User accounts, passwords, Product, Software and Services used to process the data, and for ensuring no unauthorized use of the same.</p> <p>Data may not be provided in any form to a party who is not a licensed user of the Agility Product.</p>
Measures for ensuring data minimization and limited data retention	<p>The amount of data that can be exported from the Agility Product is limited pursuant to the Agility Contract.</p> <p>All data exported from the Agility Product must be deleted within 30 days from the date of download.</p>
Measures for ensuring data accuracy	<p>An updated download is required to be exported immediately prior to sending any news release to a journalist.</p> <p>A register of journalists who have previously unsubscribed from receiving news releases from the Agility Platform is managed and maintained by each party sending news releases, and it is prohibited to send further emails to an unsubscribed journalist.</p>
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p>Agility utilizes network security controls including firewall and UTM devices and other traffic and event correlation procedures designed to protect its systems from intrusion and limit the scope of any successful attack. Regular vulnerability assessments, patch management and threat protection technologies and scheduled monitoring procedures are designed to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code/bad actors.</p>
Measures for ensuring the ability to restore the availability and access to personal data	<p>Agility maintains business resiliency/continuity and disaster recovery procedures designed to maintain service and/or recovery from foreseeable emergency situations or disasters.</p>

in a timely manner in the event of a physical or technical incident	
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ANNEX III – LIST OF SUB-PROCESSORS

The Customer as controller of the Customer Data has authorised the use of the processors set forth in Section 3.2 (viii) of the DPA.