

## DATA PROCESSING ADDENDUM

between

5Touch Solutions Inc. ("EventMobi"), being the data processor being signatory to this Data Processing Addendum

and

CUSTOMER acting as data controller (the "Data Controller" or "Customer").

### 1. DEFINITIONS

For the purpose of this Data Protection Addendum, "Data Controller", "Data Processor", "Personal Data", "Data Subjects" and "Processing" shall have the meanings ascribed to them in the relevant data protection legislation ("Applicable Data Protection Law").

"EU Data Protection Laws" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, including any applicable national implementations thereof; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), as amended, replaced or superseded, as well as any applicable data protection laws and/or regulations in force in EU Member States

"Affiliate" means an entity that a party controls or is controlled by, or with which a party is under common control. For purposes of this definition, "control" means ownership of more than fifty (50%) percent of the voting stock or equivalent ownership interest in an entity.

"Customer Personal Data" means any Personal Data transmitted by Customer to EventMobi, accessed by EventMobi in connection with the provision of Services, or processed by Customer using the Services.

"Instruction" means a direction issued by Customer to EventMobi and directing EventMobi to process Customer Personal Data. Instructions may be issued in writing or in textual form (e.g. e-mail).

"Applicable Law" means all laws and regulations respectively applicable to the data processing, including but not limited to the Applicable Data Protection Law.

"EventMobi Software" means all systems and products provided to CUSTOMER under the Main Agreements, including, but not limited to the Content Management System, Event Registration, Digital Signage and Event App.

"Services" means the EventMobi Software and associated professional services provided by EventMobi to Customer under the Main Agreements.

## **2. APPLICABILITY OF DPA**

This DPA shall apply only to the extent CUSTOMER or EventMobi are established within the EEA or Switzerland and/or to the extent EventMobi processes Customer Personal Data of Data Subjects located in the EEA or Switzerland on behalf of Customer or a Customer Affiliate or otherwise Customer or EventMobi are subject to the EU Data Protection Laws.

## **3. GENERAL INFORMATION**

EventMobi is a Data Processor for the Customer Personal Data processed on behalf of CUSTOMER, which is a Data Controller, in the context of several contractual relationships, which are executed or will be executed with EventMobi.

This Data Processing Addendum governs any processing of Customer Personal Data undertaken by EventMobi on behalf of CUSTOMER for the purpose of fulfilment of several business agreements between EventMobi and CUSTOMER which are already concluded and/or can be concluded in the future (jointly and individually also referred to as the "Main Agreements"). As a Data Processor, EventMobi shall process all Customer Personal Data that it receives, possesses or otherwise obtains access to, in the context of the Main Agreements, only for the purposes of the Main Agreements and in accordance with Applicable Data Protection Law and CUSTOMER's instructions, as they may be issued from time to time.

## **4. DUE DILIGENCE BY SELECTION**

CUSTOMER selected EventMobi as a service provider by exercising its duties of diligence under the Applicable Data Protection Law. It is the intent of the parties that this Data Processing Addendum constitutes a written mandate within the meaning of the Applicable Data Protection Law and governs the parties' rights and obligations in the context of Data Processing.

## **5. PROCESSING, DATA SUBJECTS AND CATEGORIES OF PERSONAL DATA**

EventMobi shall process Customer Personal Data on behalf of CUSTOMER. Processing means in this regard that the Customer Personal Data shall be transferred to EventMobi, stored on servers under the control of EventMobi and processed for the purpose of fulfilment of the Main Agreements. The Data Subjects are any individuals who are granted access to EventMobi Software by CUSTOMER or whose Personal Data is processed by EventMobi in the course of providing the Services to CUSTOMER. The categories of Customer Personal Data processed are: any personal data transferred to EventMobi by CUSTOMER or those individuals who are granted access to EventMobi Software by CUSTOMER.

## **6. DURATION OF DATA PROCESSING, FURTHER INFORMATION**

The duration of the data processing strictly depends on the duration of the Main Agreements. Further information with regard to the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Customer Personal Data and categories of Data Subjects are set out in the Main Agreements.

## **7. JOINT OBLIGATIONS, OBLIGATIONS OF THE CONTROLLER**

CUSTOMER and EventMobi shall be separately responsible for conforming with such statutory Applicable Data Protection Law as is applicable to them. This applies in particular to the obligation to maintain a record of processing activities under their respective responsibility. CUSTOMER shall inform EventMobi without undue delay and comprehensively about any errors or irregularities related to statutory provisions on the Processing of Customer Personal Data detected during a verification of the results of such Processing. CUSTOMER shall, upon termination or expiration of the Main Agreements and by way of issuing an Instruction, stipulate, within a period of time set by EventMobi, the measures to return or to delete stored Customer Personal Data.

## **8. DATA PROTECTION OFFICER**

EventMobi shall notify CUSTOMER the contact details of EventMobi's data protection officer if appointed. The Data Protection Officer shall be appointed if required by the Applicable Data Protection Law.

## **9. OBLIGATIONS OF THE PROCESSOR**

EventMobi shall collect, process and use Customer Personal Data for the purposes set forth in the Main Agreements and only in accordance with CUSTOMER's documented Instructions. Within EventMobi's area of responsibility, EventMobi shall structure its internal corporate organization to ensure compliance with the specific requirements of the protection of Customer Personal Data. EventMobi shall comply with CUSTOMER's reasonably given and documented Instructions regarding the processing, storage, transfer and security of Customer Personal Data. The obligation to process Customer Personal Data only upon CUSTOMER's Instructions applies particularly to any transfer of Customer Personal Data to a third country outside the European Union or in another state party to the Agreement on the European Economic Area (jointly referred to as the "EU/EEA"). The purpose of this Section 8 is only to determine the scope and the purposes of processing of Customer Personal Data by EventMobi and nothing in this DPA will be deemed an obligation of EventMobi to accept any instructions of the customer other than provided under the Agreement.

## **10. PLACE OF PROCESSING, TRANSFER TO THIRD COUNTRIES**

As a general rule, the Processing is being conducted on the territories of the United States of America, Canada, and Germany. Where Customer Data is processed outside the European Union or another state party to the Agreement on the European Economic Area, EventMobi will provide an adequate level of data protection to CUSTOMER (e.g. legislation providing adequate protection for personal data, EU-US Privacy Shield; Standard Contractual Clauses etc.).

## **11. CONFIDENTIALITY**

The Customer Personal Data that EventMobi receives, possesses or otherwise obtains access to, in the context of the Main Agreements, shall be treated as confidential information and may only be passed on to third parties (including Data Subjects and public authorities or judicial bodies) for the purpose of the Main Agreements. EventMobi will ensure that any personnel entrusted with Processing of Customer Personal Data have undertaken to comply with the principle of data secrecy and confidentiality.

## **12. SUB-CONTRACTING**

Customer agrees that EventMobi may engage EventMobi Affiliates and third parties as Sub-Processors to process the Customer Personal Data on EventMobi's behalf. EventMobi shall provide on its Support Portal a list of Sub-Processors that are currently engaged by EventMobi to carry out specific processing activities on behalf of the Customer. EventMobi will update the list every thirty (30) days, thereby notifying Customer through its Support Portal of any changes and giving Customer the opportunity to object to such Sub-processors or changes concerning the addition or replacement thereof. Notwithstanding the other provisions in this section, EventMobi may add or replace a Sub-processor immediately if it is necessary to ensure business continuity and recovery in case of emergency, except as prohibited by Applicable Data Protection Law. EventMobi shall impose the same data protection and confidentiality obligations on the Sub-processor as are imposed on EventMobi under this Data Protection Agreement and in particular ensure that the Sub-processor implements the appropriate technical and organizational measures as required by the Applicable Data Protection Law and other statutory laws and regulations.

## **13. TECHNICAL AND ORGANIZATIONAL MEASURES**

EventMobi agrees and warrants that it has implemented appropriate technical and organizational measures to protect Customer Personal Data against accidental or unlawful destruction, alteration, unauthorized disclosure or access. If the Processing involves the transmission of Customer Personal Data over a network, EventMobi has implemented appropriate measures aimed at protecting Customer Personal Data against the specific risks presented by the Processing. EventMobi will invest in reasonable means to ensure a level of security appropriate to the risks presented by the Processing, and the nature of the Customer Personal Data processed.

## **14. INFORMATION AND COOPERATION**

EventMobi shall immediately inform CUSTOMER, in writing:

- Of any public authority requesting disclosure of Customer Personal Data;
- Of any enquiries or requests from Data Subjects with respect to their Customer Personal Data; and
- Of any reasonably suspected or actual breach of security, loss or unauthorized use, disclosure, acquisition of or access to Customer Personal Data (including hard copy records) or systems used for Processing Customer Personal Data.

Such notice shall summarize in reasonable detail the effect on CUSTOMER, if known, of the breach, loss or unauthorized use, disclosure, acquisition of, or access to, any Customer Personal Data or systems used for Processing Customer Personal Data and the corrective action taken or to be taken by EventMobi. EventMobi shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with CUSTOMER, in all reasonable and lawful efforts to investigate, prevent, mitigate or rectify such breach, loss or unauthorized use, disclosure, acquisition or access.

## **15. REQUESTS FROM DATA SUBJECTS**

EventMobi shall deal promptly and properly with all enquiries from CUSTOMER relating to Processing of Customer Personal Data subject to this Section. In particular, EventMobi shall fully cooperate with

CUSTOMER if a Data Subject wants to access, block, rectify or delete Customer Personal Data pertaining to him or her.

**16. RETURN OR DELETION OF CUSTOMER PERSONAL DATA UPON REQUEST**

The Parties agree that, upon CUSTOMER's request, EventMobi must either return all Customer Personal Data and any copies thereof to CUSTOMER or destroy all Customer Personal Data and certify to CUSTOMER that all Customer Personal Data have been destroyed, however subject to the respectively applicable laws and regulations.

**17. "THIRD PARTY"**

The classification of an entity as a "third party" shall be subject to Art. 4 (10) of the EU Data Protection Regulation 679/2016, however, taking into account recital 48 of the EU Data Protection Regulation 679/2016.

**18. PREVAILING AGREEMENT**

In case of contradictory stipulations this Data Processing Addendum shall prevail over all former stipulations in any already concluded agreements related to the processing of Customer Personal Data.

**Data Processor**

**EventMobi**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Data Controller:**

**CUSTOMER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_