

## PRIVACY AND DATA PROCESSING AGREEMENT - SCHEDULE 4

*[Note: This DPA covers all personal information provided through any of the Platforms (“Covered Company Data”) and by Customer with CreatorIQ entities (“Customer Personal Information”).*

*Where CCPA Personal Information will be included in Customer Personal Information, then Appendix 1 applies.*

*Where GDPR Personal Information will be included in Customer Personal Information, then Appendix 2 applies, plus in the case of exports from the UK, the UK Addendum referred to in Annex I.B. In this case, please check and complete as necessary the relevant Schedule to the Order Form which includes information such as the contact details of the Customer data exporter(s). If Customer will not provide any Customer Personal Information that is subject to the EU GDPR or UK Data Protection Laws, then Appendix 2 will not apply but no changes need to be made to the documentation.]*

### 1. ADDITIONAL DEFINITIONS.

1.1. **“Covered Company Data”** means information provided by us to you about Creators and any other Personal Information processed by us for the purposes of making available the Platforms or otherwise processed in the course of providing the Services, excluding Customer Personal Information.

1.2 **“Creator”** means a user, creator or influencer on social media whose information is added to any of the Platforms by you or us, or on your or our behalf.

1.3. **“Customer Personal Information”** means Personal Information added by you or on your behalf to any of your accounts on a Platform about Creators, and any other Personal Information made available by you to us in connection with the Agreement, including without limitation Customer Data Files.

1.4. **“Data Incident”** means a breach of our security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Information on systems managed by or otherwise controlled by us. Data Incidents will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Information, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

1.5. **“Data Protection Laws”** means all state, national, or international laws and regulations relating to the processing of Personal Information and privacy, and where applicable binding guidance and codes of practice issued by a competent supervisory authority, including without limitation: (a) the EU General Data Protection Regulation (2016/679), including national implementing laws and regulations in any part of Europe (**“EU GDPR”**); (b) laws with similar effect in the United Kingdom including the EU GDPR as applicable in the UK and the UK Data Protection Act 2018 (collectively **“UK Data Protection Laws”**); (c) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC), and any successor e-privacy legislation; (d) the California Consumer Privacy Act of 2018, Civil Code Sections 1798.100 et seq. (**“CCPA”**); (e) the Canadian Personal Information Protection and Electronic Documents Act (**“PIPEDA”**); and (f) the Brazilian General Data Protection Law (**“LGPD”**), Federal Law no. 13.709/2018, in each case as amended or superseded from time to time, including their implementing regulations, and always to the extent that they are in force and applicable to the activities referred to in the Agreement.

1.6. **“Europe”** means the European Economic Area (which comprises the European Union, Iceland, Liechtenstein and Norway) plus for the purposes of this Schedule Switzerland.

1.7. **“Personal Information”** means any information relating to identified or identifiable individuals; that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to, directly or indirectly, a particular individual, consumer, or household; or that is defined as “personal data,” “personal information,” “personally identifiable information” or any similar term under Data Protection Laws.

1.8. **“Platform”** means as applicable any of our platforms to which you have access and/or through which you receive services under the Agreement.

1.9. Other capitalized terms have the meanings given to them in the Terms and Conditions.

## 2. GENERAL.

2.1. In performing the Agreement and providing and using the Platforms and Services, each Party shall comply with all applicable Data Protection Laws and the terms of the Agreement.

2.2. Where Customer Personal Information is CCPA Personal Information, then the provisions of Appendix 1 (CCPA Personal Information Processing) shall also govern the processing of such Customer Personal Information by us as applicable.

2.3. Where Customer Personal Information is subject to the EU GDPR, then the provisions of Appendix 2 (European Data Transfers) shall also govern transfers to and processing of such Customer Personal Information by us as applicable.

2.4. Where Customer Personal Information is subject to UK Data Protection Laws, then the provisions of Appendix 2 including Annex I.B shall also govern transfers to and processing of such Customer Personal Information by us as applicable.

2.5. The Parties intend each Party in its capacity as a data controller to be an independent data controller and do not intend for any of them to be joint controllers in relation to any Personal Information processing activity.

## 3. CUSTOMER INSTRUCTIONS.

3.1. We will process Customer Personal Information in accordance with your instructions and in accordance with this Schedule, unless we are required to process it for another purpose under any law to which we are subject.

3.2. You instruct us to process Customer Personal Information on your behalf: (a) to provide the Platforms and Services; (b) as further specified through your use of the Platforms and Services (including through use of preference options, such as searches, settings and other functionality of the Platforms and Services); (c) as documented in the Agreement; and (d) as further documented in any other written instructions given by you and acknowledged by us. We may condition the acknowledgement described in (d) on the payment of additional fees or the acceptance of additional terms. If we cannot comply with your reasonable instructions, you will be entitled to suspend the transfer of data and/or terminate the Agreement and no Party shall have any liability to any other Party save as expressly set out in the applicable “Effects of Termination” sections of the Service Terms and Master Terms And Conditions.

3.3. We will inform you if, in our opinion, any of your instructions may infringe Data Protection Laws.

#### **4. CONFIDENTIALITY.**

We shall ensure that our employees, agents and independent contractors who process Customer Personal Information are subject to an appropriate contractual or statutory obligation to keep Customer Personal Information confidential.

#### **5. SECURITY / DATA INCIDENTS.**

5.1. We have installed and will maintain industry-standard security measures for our information systems and reasonable security procedures appropriate to the nature of the information, to protect all your Confidential Information and Customer Personal Information against Data Incidents. Such procedures and practices shall be as set out in Schedule 5.

5.2. In the event that a Data Incident occurs involving Customer Personal Information, we will inform you without undue delay after our discovery of the Data Incident, including known information about the Data Incident.

5.3. We shall investigate, remedy and take any other action reasonably necessary in response to such Data Incident, and shall provide reasonable assistance to you (and any supervisory authority involved) in connection with it, including in relation to any notifications to be made to any third party. The decision over whether and how such notifications are to be made in relation to Customer Personal Information shall be made solely by you.

#### **6. SUBPROCESSORS.**

6.1. You agree that we may use sub-processors to host and perform certain functions for the Platforms and Services, including but not limited to: data center hosting, processing infrastructure, data delivery, performance analytics, and (where part of the Services) payment processing.

6.2. You approve the use of the sub-processors listed at <https://creatoriq.com/legal/>. We will inform you of changes to such sub-processors via the process set out at <https://creatoriq.com/legal/>.

6.3. In any event, we will (a) engage sub-processors in accordance with Data Protection Laws; (b) agree data protection obligations with such sub-processors that are no less protective than those set out in this Schedule and Schedule 5, and (c) notwithstanding the appointment of such sub-processors, remain liable for all our obligations under the Agreement and this Schedule.

#### **7. INDIVIDUALS' RIGHTS.**

7.1. If you notify us that any person identified or identifiable in Customer Personal Information has made a valid request to exercise their rights under Data Protection Laws, we will enable you to comply with such request through the applicable Platform and/or provide reasonable assistance to you regarding the action required and response to such request.

7.2. We will pass requests relating to Customer Personal Information received directly from individuals on to you for action and response.

#### **8. ASSISTANCE.**

We will provide reasonable assistance to you with respect to the following:

8.1. compliance with your obligations under Data Protection Laws, including in relation to security measures and Data Incidents; and

8.2. any inquiry, subpoena or request for Personal Information, information, inspection or audit from a supervisory authority, received by us or you relating to the processing of Customer Personal Information (except where we are prohibited by law from disclosing the request to you).

## 9. DATA DELETION.

9.1. Deletion by you. We will cooperate with requests from you to delete Customer Personal Information during the Term of the Agreement in a manner consistent with the functionality of the Platforms. We will enable you to delete such data or will directly comply with this instruction as soon as reasonably practicable and within a maximum period of thirty days, except to the extent any law applicable to us requires storage.

9.2. Deletion on Termination. On expiry of the Term of the Agreement, upon your request, we will:

(a) permit you during a reasonable time to download all Customer Personal Information from the Platforms; or

(b) delete all Customer Personal Information (including existing copies) from our systems. We will comply with this instruction as soon as reasonably practicable and within a maximum period of thirty days, except to the extent any law applicable to us requires storage.

9.3. Exceptions. If we are prevented from destroying or required to retain Customer Personal Information by any law, we will continue to keep confidential and to protect the Customer Personal Information in our possession as set out in this Schedule and Schedule 5, and will not use or process such Customer Personal Information for any other purpose other than to comply with such law or for longer than required for compliance with such law.

## 10. AUDITS.

We will, where justified on reasonable grounds, on not less than ten business days' prior written notice, allow you, or (subject to execution of a reasonable non-disclosure agreement in our favor) an independent auditor appointed by you, to conduct audits (including inspections) during normal business hours and without disruption to our business, of our relevant documents and systems to verify our compliance with our obligations under this Schedule and Schedule 5.

## 11. REPRESENTATIONS AND WARRANTIES.

11.1. We represent and warrant that, in relation to the processing of Covered Company Data in the context of the Services:

(a) such processing complies with Data Protection Laws;

(b) we rely on a valid legal basis under Data Protection Laws for such processing;

(c) we will be solely responsible to respond to Creators' requests to exercise their rights under Data Protection Laws (and you agree to cooperate reasonably with such requests);

(d) we will be liable for any violation of applicable Data Protection Laws towards Creators and responsible for any loss or damage caused by processing of Covered Company Data in the context of

performing the Services (except to the extent caused by your use of the applicable Platform in violation of applicable Data Protection Laws).

11.2. When we act as a data processor or service provider, we will not be liable for any loss or damage arising due to your instructions or your processing of Customer Personal Information.

11.3. You represent and warrant, in relation to the Customer Personal Information, that the collection, processing, transfer to us, and use by you within the Platforms of such Personal Information has been and will continue to be carried out in accordance with and will not violate Data Protection Laws, other Laws, or third-party privacy, publicity, or intellectual property rights.

11.4. You acknowledge and agree that we do not screen or monitor Customer Personal Information on the Platforms. If notified that such Customer Personal Information infringes any third party's rights, we may (upon consultation with you where permitted) remove the allegedly infringing data from the Platforms.

## APPENDIX 1: CCPA PERSONAL INFORMATION PROCESSING.

A. Without limiting the generality of the Parties' obligations under this Schedule, to the extent that any Customer Personal Information constitutes personal information relating to a California consumer ("**CCPA Personal Information**"), then in relation to such CCPA Personal Information:

- (a) you are a business, and we are a service provider;
- (b) you disclose such CCPA Personal Information to us for the purposes set out in the Agreement, which are business purposes, and we will process such CCPA Personal Information solely on your behalf and only as necessary to perform such business purposes for you;
- (c) we will not: sell any CCPA Personal Information; or retain, use, or disclose any CCPA Personal Information: (i) for any purpose (including a commercial purpose) other than for the specific purpose of performing for you the Services specified in the Agreement; or (ii) outside of the direct business relationship between us and you. We certify that we understand the restrictions set forth in this Section A(c) and will comply with them; and
- (d) if directed by you, with regard to a particular California consumer, we will delete such consumer's personal information.

B. In this Appendix, the expressions "**business**", "**business purpose**", "**commercial purpose**", "**consumer**", "**personal information**", "**sell**", and "**service provider**" shall have the same definitions as in the CCPA.

## APPENDIX 2: EUROPEAN DATA TRANSFERS

A. The Parties acknowledge that the storage and/or processing of Customer Personal Information that is subject to the EU GDPR and/or UK Data Protection Laws involves transfers to our systems located outside of Europe and the UK (whether by way of direct transfer from Europe or the UK, or onward transfer from outside Europe and/or the UK) that are not covered by any EU adequacy decision or UK adequacy regulations, as applicable.

B. The parties agree that transfers from Europe and/or the UK of Customer Personal Information by Customer or its permitted affiliates (as data exporter) to us (as data importer) as described in Annex I Part B shall be governed by the following additional safeguards:

Category of Personal Information:	Status of each Party:	Safeguards:
Personal Information relating to Customer's Authorized Users of the Platforms	Both Parties are controllers	Module ONE of the EU SCCs plus if applicable the UK Addendum
Personal Information of Creators entered by Customer or on Customer's behalf into a Platform (or provided in Customer Data Files)	You are a controller and we are a processor	Module TWO of the EU SCCs plus if applicable the UK Addendum
Personal Information of Creators processed for the purposes of managing payments to be made to Creators	Both Parties are controllers	Module ONE of the EU SCCs plus if applicable the UK Addendum

C. The Annexes to this Appendix contain the information required by Annexes I, II and III of the EU SCCs and the UK Addendum.

D. In case of any conflict, nothing in this Schedule or the Agreement shall amend the terms of the EU SCCs or the UK Addendum as they relate to the relevant international transfer of Personal Information.

E. Where the European Commission or other relevant supervisory authority issues new, updated or replacement standard contractual clauses, or the UK Addendum is updated or replaced, then we may notify you in writing thereof and the Parties shall adopt such new clauses or addendum and make any other necessary amendments to this Appendix.

F. For the purposes of this Appendix 2:

- (a) **"EU SCCs"** means the unchanged version of the standard contractual clauses in Commission Decision 2021/914/EU which can be found at <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>). Clause 7 (Docking Clause), and Clause 9(a) Option 2 (General Authorization), but not the option under Clause 11 (independent dispute resolution), shall apply;
- (b) **"UK Addendum"** means the applicable adaptations to the EU SCCs as referred to in Annex I.B.

## ANNEX I

### A. LIST OF PARTIES

Data exporter(s): Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union:

Name: Address:	As set out in the Order Form
Contact person's name, position and contact details:	As set out in the Order Form
Activities relevant to the data transferred under the SCCs:	The data exporter shares the Customer Personal Information with the data importer for the purposes of accessing the Platforms and receiving the Services as provided under the Agreement and Part B below.
Signature and date:	Signed and dated via the Order Form or Agreement to which this Schedule is incorporated or attached; no additional signature is required.
Role (controller/processor):	Controller

Data importer(s): Identity and contact details of the data importer(s), including any contact person with responsibility for data protection:

Name: Address:	SocialEdge, Inc., dba CreatorIQ 200 Corporate Pointe, Suite 410, Culver City, California 90230, USA
Contact person's name, position and contact details:	Lyn de Leon VP Product & Integrations / CISO <a href="mailto:infosec@creatoriq.com">infosec@creatoriq.com</a>
Activities relevant to the data transferred under the SCCs:	Developing, hosting and supporting software-as-a-service Platforms for the purposes of providing the agreed influencer and social talent management, recruiting, monetization, reporting and analytics, and payment processing services, and to which the data exporter may provide certain Personal Information: (1) relating to the data exporter's Authorized Users of the applicable Platform; and (2) relating to Creators as entered into the data exporter's account on the applicable Platform.
Signature and date:	Signed and dated via the Order Form or Agreement to which this Schedule is incorporated or attached; no additional signature is required.
Role (controller/processor):	In respect of Personal Information of the data exporter's Authorized Users: <u>Controller</u> In respect of Personal Information of Creators entered into the data exporter's account: <u>Processor</u> In respect of Personal Information of Creators provided for the purposes of managing payments to be made to Creators: <u>Controller</u>



## **B. DESCRIPTION OF TRANSFER**

### **MODULE ONE: Transfer controller to controller (Customer Personal Information of Authorized Users and Creators receiving Creator Payments)**

#### *Categories of data subjects whose personal data is transferred*

- (1) Data exporter's Authorized Users of the data importer's Platforms and Services
- (2) Creators to whom payments are to be processed on data exporter's behalf

#### *Categories of personal data transferred*

- (1) Name, position, professional email address, professional telephone, user name, password.
- (2) Name, address, contact details, bank or other payment details, contract and fees data; tax forms and ID; agent's details

*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.*

None

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

- (1) One-off upon the nomination of an Authorized User (plus any required updates).
- (2) One-off upon the addition of a Creator to Customer's account (plus any required updates).

#### *Nature of the processing*

- (1) Storage, accreditation for access to the Platforms and Services.
- (2) Processing of and reporting on payments to Creators on behalf of Customer.

#### *Purpose(s) of the data transfer and further processing*

- (1) Access to and use of the Platforms and Services.
- (2) Processing of payments due to Creators on behalf of Customer, reporting to Customer.

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

- (1) During the period during which each Authorized User remains an Authorized User.
- (2) During the period during which Customer requires payments to be processed for the Creator.

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

As above, and as specified in Annex III.

## **MODULE TWO: Transfer controller to processor (Customer Personal Information provided for CIQ Services, analytics)**

### *Categories of data subjects whose personal data is transferred*

Creators with whom the data exporter has (or is considering) a relationship

### *Categories of personal data transferred*

- Data relating to the data exporter's relationship with the Creators e.g., campaign and billing information, interests, contact information, other details (sizing for clothes etc.);
- additional data (e.g. audience demographics) authorized by the Creator for use by data exporter.

*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.*

None expected (although the data exporter could at its discretion choose to include sensitive data).

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

Continuous (plus one-off upload of Customer Data Files, if applicable).

### *Nature of the processing*

Storage, hosting, communications with Creators, reporting and analytics (at the data exporter's request).

### *Purpose(s) of the data transfer and further processing*

The data importer will process the Personal Information for the purposes of providing the Platforms and Services to the data exporter in accordance with the Agreement.

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

For the Term of the Agreement, unless deleted earlier by the data exporter or on its instructions (or until return or deletion of all such Personal Information in accordance with the data exporter's instructions and applicable laws).

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

As above, and as specified in Annex III.

### **C. COMPETENT SUPERVISORY AUTHORITY**

Identify the competent supervisory authority/ies in accordance with clause 13 of the EU SCCs:

- As set out in the Order Form

### **D. ADDITIONAL INFORMATION REQUIRED BY THE EU SCCs**

(1) For the purposes of clause 17 of the EU SCCs:

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where either (i) the data controller is not established in an EU Member State, or (ii) such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the territory set out in the Order Form.

(2) For the purposes of clause 18 of the EU SCCs:

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts set out in the Order Form.

## **ANNEX II**

### **TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

Please see Schedule 5 to the Agreement.

## ANNEX III

### LIST OF SUB-PROCESSORS

**(Only applicable to MODULE TWO: Transfer controller to processor)**

Customer, as the controller, has authorized the use by SocialEdge of the sub-processors listed at <https://creatoriq.com/legal/>.

Through the process set out at <https://creatoriq.com/legal/>, we will inform you of changes to such sub-processors and give you the opportunity to object to such changes.

## ANNEX I.B

### UK INTERNATIONAL DATA TRANSFER ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES VERSION B1.0, in force 21 March 2022

#### Part 1: Tables

Table 1: Parties:

<b>Start Date</b>	As set out in the Order Form
<b>The Parties</b>	As set out in the Order Form

Table 2: Selected SCCs, Modules and Selected Clauses

<b>Addendum EU SCCs</b>		The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	YES	YES	NO	n/a	n/a	n/a
2	YES	YES	NO	GENERAL	15 days	n/a

Table 3: Appendix Information

“Appendix Information” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex I Part A: List of Parties: the Order Form
Annex I Part B: Description of Transfer: ANNEX I Part B
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: ANNEX II
Annex III: List of Sub-processors: ANNEX III

Table 4: Ending this Addendum when the Approved Addendum Changes

<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19: - Importer or Exporter
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#### Part 2: Mandatory Clauses

<b>Mandatory Clauses</b>	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 ( <a href="https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf">https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf</a> ), as it is revised under Section 18 of those Mandatory Clauses.
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