



PRIVACY AND DATA PROCESSING AGREEMENT SCHEDULE 4

SocialEdge has designed Schedules 4 and 5 of this Agreement to demonstrate compliance with all applicable requirements of Data Protection Laws, including without limitation the GDPR as it applies to SocialEdge's handling of Covered Company Data (as a controller) and Covered Customer Data (as a processor).

1. ADDITIONAL DEFINITIONS.

1.1. **"Influencer"** means a user on social media who has established credibility in a specific industry with access to a large audience and can be one who can persuade others by virtue of their authenticity and reach.

1.2. **"Data Protection Laws"** means (a) all state, national or international privacy law and regulations relating to the processing of Personal Data and privacy; including where applicable binding guidance and codes of practice issued by a competent supervisory authority; (b) the EU General Data Protection Regulation (2016/679), including national implementing laws and regulations ("**GDPR**"); (c) the EU E-Privacy Regulation; and (d) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC), in each case as amended or superseded from time to time, and to the extent that they are in force and applicable to the activities referred to in the Agreement.

1.3. **"Covered Customer Data"** means personal data that Customer's Users add to Customer's customized access to the Platform about Influencers and any other personal data made available to SocialEdge by the Customer in connection with the Agreement.

1.4. **"Covered Company Data"** means information provided by SocialEdge to Customer about Influencers and any other Personal Data processed for the purposes of making available the Platform or otherwise processed in the course of carrying out the Services, excluding Covered Customer Data.

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

1.6. **"EEA"** means the European Economic Area.

1.7. In this Schedule and Schedule 5, the terms "personal data", "process", "controller", "processor", "supervisory authorities", "transfer" and "data subject" shall have the same definitions as in the GDPR.

1.8. Other capitalized terms have the meanings given to them in the Agreement.

2. PROCESSING.

2.1 SocialEdge is the data controller of the Covered Company Data.

2.2 Customer is the data controller of the Covered Customer Data and SocialEdge shall process such Covered Customer Data as a data processor. The Scope, Nature, and Purpose of processing are as set out in the Agreement and in Section 13 of this Schedule.

2.3 Each Party shall comply with all applicable Data Protection Laws in performing the Agreement and providing and using the Platform and Services.

3. CUSTOMER INSTRUCTIONS.

3.1. SocialEdge shall process Covered Customer Data in accordance with the Customer's instructions and in accordance with this Schedule, unless SocialEdge is required to process for another purpose under any law to which SocialEdge is subject, in which case SocialEdge shall so notify Customer (unless applicable law prohibits this).

3.2. Customer instructs SocialEdge to process Covered Customer Data on behalf of Customer: (a) to provide the Platform and Services; (b) as further specified through Customer's use of the Platform and Services (including through use of preference options, such as targeting rules, settings and other functionality of the Platform and Services); (c) as documented in the Agreement; and (d) as further documented in any other written instructions given by Customer and acknowledged by SocialEdge. SocialEdge may condition the acknowledgement described in (d) on the payment of additional fees or the acceptance of additional terms. If SocialEdge cannot comply with Customer Instructions, Customer is entitled to suspend the transfer of data and/or terminate this Agreement in accordance with Section 4.2 of the SocialEdge Platform and Services General Terms and Conditions (Schedule 2 of the Agreement).

3.3. SocialEdge will inform Customer if, in SocialEdge's opinion, any Customer instructions may infringe Personal Data Protection Laws.

4. CONFIDENTIALITY.

SocialEdge shall ensure that its employees, agents and independent contractors who process Covered Customer Data are subject to an appropriate contractual or statutory obligation to keep Covered Customer Data confidential.

5. SECURITY / DATA INCIDENTS.

5.1. SocialEdge has installed and shall maintain industry-standard security measures for SocialEdge's information systems and reasonable security procedures appropriate to the nature of the information, to protect all Confidential Information, Covered Customer Data, Covered Company Data and personal data obtained hereunder against Data Incidents. Such procedures and practices shall be as set forth in Schedule 5.

5.2. In the event that a Data Incident occurs involving Covered Customer Data, SocialEdge shall within forty-eight (48) hours after SocialEdge's discovery of the Data Incident provide notice to Customer including known information about the Data Incident.

5.3. SocialEdge shall provide reasonable assistance to Customer (and any supervisory authority involved) in investigating, remedying and taking any other action reasonably necessary in response to such Data Incident, 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 shall be solely for Customer.

6. SUBPROCESSORS.

6.1. Customer agrees that SocialEdge may use sub-processors to host and perform certain functions for the SocialEdge Platform and Services, including but not limited to: data center hosting, processing infrastructure, data delivery, and performance analytics.

6.2. Customer approves the use of the sub-processors listed at <https://creatoriq.com/legal/>. SocialEdge shall inform Customer of changes to such sub-processors and give Customer the opportunity to object to such changes via the process set out at <https://creatoriq.com/legal/>.

6.3. In any event, SocialEdge shall engage sub-processors in accordance with Data Protection Laws and agree data protection obligations with such sub-processors that are reasonably equivalent to those set out in this Schedule and Schedule 5.

7. DATA SUBJECT RIGHTS.

7.1. If Customer notifies SocialEdge that any person identified or identifiable in Covered Customer Data has made a valid request to exercise their rights under Data Protection Laws, SocialEdge agrees to enable Customer to comply with such request through the Platform and/or to comply with instructions from Customer regarding the action required and response to such request.

7.2. SocialEdge will pass requests relating to Covered Customer Data received directly from data subjects on to Customer for action and response.

8. ASSISTANCE.

SocialEdge shall provide reasonable assistance to Customer with respect to the following:

8.1. compliance with Customer's data processing obligations, including in relation to security measures and Data Incidents, and where required for the performance of Customer's data protection impact assessments or prior consultations required to be made to supervisory authorities; and

8.2. If SocialEdge or Customer receives an inquiry, subpoena or request for personal data, information, inspection or audit from a supervisory authority, relating to the processing of Covered Customer Data (except where a party is prohibited by law from disclosing the request to the other party).

9. DATA DELETION.

9.1 Deletion by Customer. SocialEdge will cooperate with requests of Customer to delete Covered Customer Data during the Term in a manner consistent with the functionality of the Services. SocialEdge will enable Customer to delete such data or will directly comply with this instruction as soon as reasonably practicable and within a maximum period of 30 days, unless any law applicable to SocialEdge requires storage.

9.2 Deletion on Termination. On expiry of the Term upon Customer's request, SocialEdge will:

(a) If requested by Customer, return to Customer (for which Customer will pay SocialEdge at SocialEdge's standard rates) or permit Customer during a reasonable time to retrieve all Covered Customer Data from the Platform; or

(b) delete all Covered Customer Data (including existing copies) from SocialEdge's systems. SocialEdge will comply with this instruction as soon as reasonably practicable and within a maximum period of 30 days, unless any law applicable to SocialEdge requires storage. SocialEdge shall provide Customer with certification it has

destroyed Covered Customer Data, if SocialEdge is prevented from destroying Covered Customer Data due to applicable law it warrants that it will guarantee the confidentiality and protection of the Covered Customer Data in its possession and will not actively use or process this data for any other purpose.

10. AUDITS.

10.1. **Reviews of Security Documentation.** In addition to the information contained in the Agreement, SocialEdge will provide for review by Customer available documents and information to demonstrate compliance by SocialEdge with its obligations under this Schedule and Schedule 5.

10.2. **Customer's Audit Rights.** SocialEdge will, at Customer's expense, on not less than 10 business days' prior written notice allow Customer or (subject to execution of a reasonable non-disclosure agreement in favor of SocialEdge) an independent auditor appointed by Customer to conduct audits (including inspections) during normal business hours and without disruption to SocialEdge's business, of SocialEdge's relevant documents and systems to verify SocialEdge's compliance with its obligations under this Schedule and Schedule 5.

11. REPRESENTATIONS AND WARRANTIES.

11.1. SocialEdge represents and warrants that, in relation to the Processing of Personal Data in the context of the Services, when it acts as a data controller:

- (a) It, the Services and the Platform comply with Data Protection Laws in respect of Processing of Personal Data by the Platform.
- (b) It relies on a valid legal basis under Data Protection Laws for all use of Personal Data relating to the Influencers.
- (c) It will be solely responsible to respond to Influencers' requests to exercise their rights under Data Protection Laws (and Customer agrees to cooperate reasonably with such requests).
- (d) It will be liable for violation of applicable Data Protection Laws towards Influencers and responsible for any damage caused by the processing in the context of performing the Services (except to the extent caused by Customer's use of the Platform which infringes applicable Data Protection Laws).

11.2. When SocialEdge acts as a data processor, it will not be liable for any damage caused by Customer's instructions or Customer's processing of Covered Customer Data.

11.3. Customer represents and warrants that, in relation to the Covered Customer Data provided to SocialEdge, the collection and processing, transfer to SocialEdge, and use within the Platform of the personal data has been and will continue to be carried out in accordance with and will not violate Data Protection Laws, other applicable laws or third-party privacy, publicity or intellectual property rights.

11.4. Customer acknowledges and agrees that SocialEdge does not screen or review Covered Customer Data on the Platform. If notified that such Covered Customer Data infringes any third party's rights, SocialEdge may remove the allegedly infringing data from the Platform.

12. DATA TRANSFER.

12.1. The parties acknowledge that the storage and/or processing of Covered Customer Data involves transfers to SocialEdge's systems located outside of the EEA.

12.2. The parties agree that such access / transfer from the EEA shall be governed by the standard contractual clauses for the transfer of personal data to processors established in third countries set out in Commission Decision

(2010/87/EU) (“Standard Contractual Clauses”), which the parties agree shall be incorporated into this Schedule as follows:

- (a) Customer shall be the 'data exporter' and SocialEdge shall be the 'data importer'
- (b) the information required by Appendix 1 of the Standard Contractual Clauses is as set out in Section 13 of this Schedule;
- (c) for the purposes of Appendix 2 of the Standard Contractual Clauses, the technical and organizational security measures implemented by the data importer are those referred to in Schedule 5; and
- (d) without affecting the generality of the terms of the Agreement, the governing law of the Standard Contractual Clauses shall be law of the EEA jurisdiction in which the Customer’s data exporter entity is established.

12.3. Terms in this Schedule or the Agreement that are inconsistent with the terms of the Standard Contractual Clauses shall prevail over those in the Standard Contractual Clauses, except to the extent that this would result in the invalidity of the Standard Contractual Clauses, in which case the terms of the Standard Contractual Clauses shall prevail.

12.4. If SocialEdge becomes certified under the EU-U.S. Privacy Shield Framework, then SocialEdge may notify the Customer in writing thereof and the Standard Contractual Clauses shall cease to apply to or form part of this Agreement.

13. DETAILS OF THE DATA PROCESSING.

Subject Matter: SocialEdge’s provision of the Platform and Services to Customer.

Duration of the Processing: The Term of the Agreement plus the period from the expiry of the Term until return or deletion of all Covered Customer Data by SocialEdge in accordance with this Schedule.

Nature and Purpose of the Processing: SocialEdge will process Covered Customer Data for the purposes of providing the Platform and Services to Customer in accordance with the Agreement.

The type of personal data and categories of data subjects: Covered Customer Data as defined in this Schedule.