

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the software as a service agreement found at www.giftsenda.com/terms or other superseding written agreement between ("Customer") and Giftsenda LLC ("Giftsenda") that governs the Customer's use of the Services ("Services Agreement"), under which Giftsenda will process certain Personal Data in the course of providing Services to Customer. The parties intend this DPA to be an extension of the Services Agreement that will outline certain requirements for the processing of such Personal Data.

This DPA (including the Standard Contractual Clauses) is effective as of the date signed by the Customer, but only if Giftsenda receives the signed DPA in accordance with the instructions below.

This DPA has been pre-signed by Giftsenda. In order for DPA to be effective, Customer must first:

1. Complete and sign the information block below with the Customer's full legal entity name, address and signatory information; and
2. Submit the completed and signed DPA to Giftsenda via email to legal@giftsenda.com.

If Customer makes any deletions or revisions to this DPA, those deletions or revisions are hereby rejected and invalid, unless agreed by Giftsenda. Customer's signatory represents and warrants that they have the authority to bind the Customer to this DPA. This DPA will terminate automatically upon termination of the Agreement, or as earlier terminated pursuant to the terms of this DPA.

1. Definitions

"Affiliate" means any entity that is directly or indirectly controlled by, controlling or under common control with a party.

"Data Protection Legislation" means the data protection and privacy laws of Europe applicable to a party and its processing of Personal Data under this DPA, including where applicable: (i) General Data Protection Regulation (Regulation 2016/679) ("GDPR"); (ii) the GDPR as saved into UK law by virtue of section 3 of the UK's European Union (Withdrawal) Act 2018 ("UK GDPR") and the UK Data Protection Act 2018 (collectively referred to for these purposes as the "UK Data Protection Law"); (iii) the Swiss Federal Data Protection Act of 19 June 1992 and its corresponding ordinances ("Swiss DPA"); (iv) the e-Privacy Directive (Directive 2002/58/EC); (v) any applicable national data protection laws made under or pursuant to or that apply in conjunction with (i), (ii), (iii) and or (iv) (in each case, as superseded, amended or replaced from time to time).

"Europe" means, for the purposes of this DPA, the member states of the European Economic Area ("EEA"), Switzerland and the United Kingdom ("UK").

"Personal Data" means any data that is personal data, personally identifiable information or personal information processed on behalf of Customer in the course of providing the Services, as more particularly described in Annex I (Description of Processing) to Schedule I of this DPA.

"data controller", "data processor", "subprocessor", "data subject", "personal data", "processing", and "appropriate technical and organizational measures" shall be interpreted in accordance with the GDPR, or other applicable Data Protection Legislation, in the relevant jurisdiction.

"Restricted Transfer" means: (i) where the GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data from the UK to any other country which is not based on adequacy regulations pursuant to Section 17A of the Data Protection Act 2018; and (iii) where the Swiss DPA applies, a transfer of personal data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner.

"Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed by Giftsenda under this DPA. "Security Breach" shall not include unsuccessful attempts or activities that do not compromise the security of personal data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"Services" means the services provided by Giftsenda to Customer under the Services Agreement.

"Standard Contractual Clauses" or "SCCs" means: (i) the standard 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, incorporated into this DPA as Schedule I in accordance with Section 3(g) (Data Transfers) of this DPA ("EU SCCs"); and (ii) where the UK GDPR applies in accordance with Section 3(g) (Data Transfers) of this DPA, the applicable standard data protection clauses for processors adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR ("UK SCCs").

"Subprocessor" means any third party that has access to the personal data and which is engaged by Giftsenda to assist in fulfilling its obligations to provide the Services. Subprocessors may include Giftsenda Affiliates but shall exclude any Giftsenda employee, contractor or consultant.

2. Scope

The parties agree that, as between the parties, Customer is a data controller and that Giftsenda is a processor in relation to Personal Data that Giftsenda processes on behalf of Customer in the course of providing the Services, as more particularly described in Annex I (Description of Processing) to Schedule I of this DPA. The subject-matter of the data processing, the types of personal data processed, and the categories of data subjects will be defined by, and/or limited to that necessary to carry out the Services described in, the Services Agreement. The processing will be carried out until the date Giftsenda ceases to provide the Services to Customer.

3. Data Protection

Giftsenda shall adhere to the following requirements:

a. Processing Instructions:

Giftsenda will process the Personal Data (i) in accordance with the Customer's lawful documented instructions and in compliance with Data Protection Legislation. For these purposes, the Customer instructs Giftsenda to process Personal Data for the purposes described in Annex I (Description of Processing) to Schedule I of this DPA. The nature and purposes of the processing shall be limited that that necessary to carry out such instructions, and not for Giftsenda's own purposes, or for any other purposes except as required by law. If Giftsenda is required by law to process the Personal Data for any other purpose, Giftsenda will inform Customer of such requirement prior to the processing, unless prohibited by law from doing so. The parties agree that the Services Agreement (including this DPA), and Customer's use of the Services in accordance with the Services Agreement, set out Customer's complete and final processing instructions. Customer shall ensure its instructions are lawful and that the processing of the Personal Data in accordance with such instructions will not violate Data Protection Legislation.

b. Security Measures

Giftsenda will implement and maintain appropriate technical and organizational measures designed to protect the Personal Data against Security Breaches disclosure and to preserve the security and confidentiality of Personal Data. Such measures shall include, at a minimum, those measures described in Annex II to Schedule I of this DPA ("Security Measures"). Customer acknowledges that the Security Measures are subject to technical progress and development and that Giftsenda may update or modify the Security Measures from time to time, provided that such updates and modifications do not degrade or diminish the overall security of the Services.

c. Subprocessors

Giftsenda may engage Subprocessors to process the Personal Data on Customer's behalf and Customer hereby provides Giftsenda a general written authorization to engage Subprocessors in order to provide the Services, including the Subprocessors listed in

Schedule II of this DPA. Giftsenda will not engage any new Subprocessors without giving Customer prior notice and an opportunity to object in good faith on reasonable grounds relating to data protection, which, if not exercised within 30 days of receipt of such notice shall be deemed to constitute an approval of such engagement. Giftsenda must ensure the reliability and competence of such third party, its employees or agents who may have access to the Personal Data processed in the provision of the Services, and will impose substantially the same data protection terms on a Subprocessor it engages as contained in this DPA and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a third party fails to fulfil its obligations under any sub-processing agreement or any applicable Data Protection Legislation, Giftsenda will remain fully liable to Customer for the fulfillment of its obligations under this DPA and the Services Agreement.

d. Personnel:

Giftsenda will take reasonable steps to ensure the reliability and competence of any Giftsenda personnel who have access to the Personal Data. Giftsenda will ensure that all Giftsenda personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this DPA.

e. Co-operation:

Giftsenda will take all reasonable steps to assist Customer in meeting Customer's obligations under applicable Data Protection Legislation, including Customer's obligations to respond to requests by data subjects to exercise their rights with respect to Personal Data (to the extent that Customer is unable to independently access, delete or retrieve the relevant personal data within the Services), adhere to data security obligations, respond to data breaches and other incidents involving Personal Data, conduct data protection impact assessments, and consult with supervisory authorities. Giftsenda will promptly inform Customer in writing if it receives: (i) a request from a data subject concerning any Personal Data; or (ii) a complaint, communication, or request relating to Customer's obligations under Data Protection Legislation.

f. Deletion:

Giftsenda will not retain any of the Personal Data for longer than is necessary to provide the Services. At the end of the Services, or upon Customer's request, Giftsenda will securely destroy or return (at Customer's election) the Personal Data to Customer. This requirement shall not apply to the extent Giftsenda is required by applicable law to retain some or all of the Personal Data, or to Personal Data archived on back-up systems, which data Giftsenda shall securely isolate and protect from any further processing (to the extent permitted by applicable law). The parties agree that the certification of deletion of Personal Data described in Clause 8.5 and 16.(d) of EU SCCs shall be provided by Giftsenda to Customer only upon Customer's written request.

g. Data Transfers:

Where the processing of Personal Data involves the transfer of Personal Data from Customer to Giftsenda and such transfer is a Restricted Transfer and Data Protection Legislation

requires that appropriate safeguards are put in place, such transfer shall be subject to the appropriate Standard Contractual Clauses, as follows:

3. 1. The Restricted Transfer shall be governed by the EU SCCs, which the parties hereby enter into and incorporate into this DPA as Schedule 1 apply;
4. 2. To extent that and for so long as the EU SCCs as implemented in accordance with Schedule I of this DPA and its annexes cannot be relied on to lawfully transfer Personal Data in compliance with UK Data Protection Law, the UK SCCs shall be incorporated by reference and deemed completed with the relevant information set out in the annexes of this DPA; and
5. 3. It is not the intention of either party to contradict or restrict any of the provisions set forth in the SCCs and, accordingly, if and to the extent the SCCs conflict with any provision of the Services Agreement (including this DPA), the SCCs shall prevail to the extent of such conflict.
6. 4. The terms of the SCCs shall not apply where and to the extent that Giftsenda adopts an alternative data export mechanism that is recognized by the relevant authorities or courts as providing an adequate level of protection or appropriate safeguards for Personal Data ("Alternative Transfer Mechanism"). The Alternative Transfer Mechanism shall upon notice to Customer apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with Data Protection Legislation applicable to Europe and extends to territories to which Personal Data is transferred. In addition, if and to the extent that a court of competent jurisdiction or supervisory authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer the Personal Data (within the meaning of applicable Data Protection Legislation), Giftsenda may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of the Personal Data.

h. Audit:

Giftsenda shall provide written responses to all reasonable requests made by Customer for information relating to Giftsenda's processing of Personal Data, including responses to information and security audit questionnaires submitted to it by Customer and that are necessary to confirm Giftsenda's compliance with this DPA, provided that Customer shall not exercise this right more than once per calendar year or when Customer is expressly requested or required to provide this information to a data protection authority. While it is the parties' intention to ordinarily rely on the written responses described above to verify Giftsenda's compliance with this DPA and Data Protection Legislation, following a confirmed Security Breach or where a data protection authority requires it, Customer may, no more than once a year, provide Giftsenda with thirty (30) days' prior written notice requesting that a third-party conduct an audit of Giftsenda's facilities, equipment, documents and electronic data relating to the processing of Personal Data under the Services Agreement ("Audit"), provided that: (a) the Audit shall be conducted at Customer's expense; (b) the parties shall mutually agree upon the scope, timing and duration of the Audit; and (c) the Audit shall not unreasonably impact Giftsenda's regular operations. Customer acknowledges

that any written responses or Audit shall be subject to the confidentiality provisions of the Services Agreement.

i. Security Breach Notification:

If Giftsenda becomes aware of a Security Breach,

1. it shall without undue delay (and where feasible within 1 business day) notify Customer and provide Customer with: a detailed description of the Security Breach; the type of data that was the subject of the Security Breach; the identity of each affected person, and the steps Giftsenda takes in order to mitigate and remediate such Security Breach, in each case as soon as such information can be collected or otherwise becomes available (as well as periodic updates to this information and any other information Customer may reasonably request relating to the Security Breach); and take reasonable steps to contain, investigate and mitigate the effects of the Security Breach and, with the prior written approval of Customer, carry out any recovery or other action necessary to remedy the Security Breach.
2. Giftsenda will notify Customer immediately if, in Giftsenda's reasonable opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation.

4. Customer Responsibilities

Customer is responsible for determining whether the Services are appropriate for the storage and processing of Personal Data under Data Protection Legislation. Customer further agrees that: (a) it will comply with its obligations under Data Protection Legislation regarding its use of the Services and the processing of Personal Data; (b) it has provided notice and obtained all consents, permissions and rights necessary for Giftsenda and its Subprocessors to lawfully process Personal Data for the purposes contemplated by the Services Agreement (including this DPA); and (c) it will notify Giftsenda if it is unable to comply with its obligations under Data Protection Legislation or its processing instructions will cause Giftsenda or its Subprocessors to be in breach of Data Protection Legislation.

5. Limitation of liability

Any claim or remedy Customer or its Affiliates may have against Giftsenda, its employees, agents and Subprocessors, arising under or in connection with this DPA (including the Standard Contractual Clauses), whether in contract, tort (including negligence) or under any other theory of liability, shall to the maximum extent permitted by law be subject to the limitations and exclusions of liability in the Services Agreement. Accordingly, any reference in the Services Agreement to the liability of a party means the aggregate liability of that party and all of its Affiliates under and in connection with the Services Agreement and this DPA together.

6. Permitted Disclosures

Each party acknowledges that the other party may disclose the Standard Contractual Clauses, this DPA and any privacy related provisions in the Services Agreement to any European or US regulator upon request.

7. Governing Law and Jurisdiction

This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Services Agreement, unless required otherwise by Data Protection Legislation or the Standard Contractual Clauses.

IN WITNESS WHEREOF, the parties hereto have executed this DPA as of the date first above written.

GIFTSENDA LLC	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Company: _____
	Address: _____

SCHEDULE I

STANDARD CONTRACTUAL CLAUSES

2021 Controller-to-Processor Clauses (Module Two)

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a

wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(j) Clause 8 - Clause 8.1(b), 8.9(a), (c), (d) and (e);

(k) Clause 9 - Clause 9(a), (c), (d) and (e);

(l) Clause 12 - Clause 12(a), (d) and (f);

(m) Clause 13;

(n) Clause 15.1(c), (d) and (e);

(o) Clause 16(e);

(p) Clause 18 - Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s) The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7

Docking clause (a)

An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data 11 exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context

and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay. 12

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union⁴ (in the same country as the data importer or in another third country, hereinafter “onward transfer”) if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

(i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

(iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person. Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter’s request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

(a) GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors in accordance with Section 3 (c) (Sub-processors) of the of the Data Processing Addendum ("DPA") to which these Clauses are appended, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law. 16

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material

damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability. 17

Clause 13

Supervision

(a) 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, as indicated in Annex I.C, 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, as indicated in Annex I.C, 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 behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including

remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards¹²;

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has

become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation [for Module Three: , if appropriate in consultation with the controller]. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by [for Module Three: the controller or] the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter. 20

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of

requests, type of data requested, requesting authorities, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent suspensory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request. [For Module Three: The data exporter shall make the assessment available to the controller.]

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses. In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Ireland.

Clause 18

Choice of forum and jurisdiction

(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 of the Republic of Ireland.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I TO THE STANDARD CONTRACTUAL CLAUSES

(A) LIST OF PARTIES:

Data Exporter	Data Importer
Name: the party identified as the "Customer" in the Services Agreement and this DPA.	Name: Giftsenda LLC. ("Giftsenda")
Address: The address provided in this DPA or as otherwise included in the Services Agreement.	Address: 1337 Massachusetts Ave, Suite 144, Arlington MA 02476, United States
Contact Person's Name, position and contact details: As set out in this DPA or as otherwise included in the Services Agreement.	Contact Person's Name, position and contact details: Dmitriy Peregudov CEO dmitriy@giftsenda.com
Activities relevant to the transfer: See (B) below	Activities relevant to the transfer: See (B) below
Signature and Date: See the execution block in this DPA.	Signature and Date: See the execution block in this DPA.
Role: Controller	Role: Processor

(B) DESCRIPTION OF PROCESSING / TRANSFER

Categories of data subjects whose personal data is transferred	<p>Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, personal data relating to the following categories of data subjects:</p> <ul style="list-style-type: none"> • Employees of Customer • Current and potential customers of Customer <p>Any other data subjects whose data may be processed from time to time pursuant to the Services Agreement and this DPA.</p>
	<p>Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, personal data relating to the following categories of data subjects:</p> <ul style="list-style-type: none"> • Employees of Customer • Current and potential customers of Customer

	Any other data subjects whose data may be processed from time to time pursuant to the Services Agreement and this DPA.
Categories of personal data transferred	<p>The types of personal data processed by Giftsenda are determined and controlled by Customer in its sole discretion and may include, but are not limited to the following categories of personal data:</p> <ul style="list-style-type: none">• Contact data (name, title, email address, telephone number, mailing address)• Account credentials• IP address <p>Any other personal data included by data subjects in their communications to Customer</p>