Service Agreement

This agreement together with the data processing addendum (DPA) forms Terms of Service (this Agreement or Service Agreement) and is offered to you by ON Social (or **we**) and applies to the **Customer** (or **you**) (each a "Party" and together "Parties") with respect to your access to and use of Services (as defined below) we make available through the Site.

1. Definitions

1.1. **Influencers** means natural or legal persons that have a presence on the Internet having in excess of a certain number of followers (decided by you) on any singular social media platform.

1.2. **Scraping** means web scraping or screen scraping or content scraping and involves an act of obtaining information contained on websites through automated means, where such same information may be obtained manually, but through automation, the speed and amount of obtained data is incomparably greater. Web scraping can also mean manual operation y by any Internet user, via the function of copy-pasting.

1.3. **Service or Services** means provision of information on Influencers through Scraping to you upon your request and instruction to us.

1.4. **Site or website** means *http://onsocial.ai/*

2. Services and Your Use of The Services, License

2.1. We offer a web Scraping service (with different types of payment methods and options) to help you find and get in touch with Influencers that suit your business needs (or those of your clients) most pertinently.

2.2. Any descriptions or illustrations on our Site prior to your log in or sign up are published for the sole purpose of giving a general idea of the services described in them. They will not form part of the Agreement or have any contractual force.

2.3. We warrant to you that the Services will be provided using reasonable care and skill. We will use all reasonable endeavours to meet any performance dates agreed with you, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Agreement.

2.4. ONSocial grants to you a limited, non-exclusive, non-transferable, personal, worldwide and non-assignable license and right to access and use the Site, and all data, materials, information or other outputs from the Site as well as that which constitutes a result of Services (in a form of pdf documents or other literary works) during the Term of this Agreement.

2.5. You grant to us a non-exclusive, non-transferable, free, worldwide, personal and non-assignable (except to our affiliates) license and right to refer to your business name, brand name, trademark, logo and other description of you as our client in our advertising materials on the Internet or in any other media, including but not limited to newspapers, radio, TV and similar (namely, to show prospective

clients the "brands we work/worked with"). Such a license shall survive the termination and/or expiration of this Agreement by two years.

3. Provision of the Services

3.1. You understand and agree that ONSocial may modify, terminate, suspend, or otherwise adjust any and all aspects of the Services at any time without prior notice to you; provided that any modification does not (i) materially degrade the Service features and functionality, and (ii) ONSocial uses its best efforts to provide prior notice of any modification which requires your systems configuration or user training. In case of unilateral termination, otherwise than for your breach of this Agreement, ONSocial will provide you with a pro-rated refund of any pre-paid and unused fees.

3.2. You acknowledge and agree that ONSocial can disable access to Services for non-payment or other material breach of the Terms, and in such event, you may be prevented from accessing your files or other content which is contained in the ONSocial Site or Services. You will not be due a refund should the suspension and/or termination of the Agreement be caused by your breach of this Agreement.

3.3. You acknowledge and agree that you are allowed to use only a single account per person, or in case of a legal entity you are allowed to use said single account for multiple employees.

4. Security

As part of the registration process on our Site and/or for access to the Services, you may be required to provide certain information. You agree that any registration information you give to ONSocial will always be accurate, correct and up to date. You are responsible for protecting any tokens, keys or passwords in your possession or control as to the ONSocial Site and Services from unauthorized access. You will be held responsible for any activity that occurs via the use of your tokens, keys or passwords. You agree to notify ONSocial immediately of any unauthorized use of your tokens, keys, passwords or any other breach of security. ONSocial may access your tokens, keys, passwords from time to time to provide you with assistance on technical or billing issues or in order to maintain or improve the Services.

5. Data Processing Addendum (DPA)

5.1. The DPA forms part of this Agreement and lays out our relationship with you when dealing with personal data of Influencers.

5.2. You acknowledge that certain obligations arise in relation to processing personal data of Influencers obtained through the Services. You warrant that you will comply with the DPA and relevant laws as the controller of personal data, as applicable. Those obligations may include, among others, and depending on the applicable laws, an obligation to:

5.2.1. Notify Influencers of the fact of processing their personal data (at a minimum those Influencers whom you establish contact with at the time of first contact);

5.2.2. Notify Influencers the source where you obtained Influencer personal data;

5.2.3. Notify Influencers of their rights (right of deletion, provision of information and similar);

5.2.4. Keep personal data of Influencers up to date and delete outdated personal data or that personal data not intended for further use;

5.2.5. Keep personal data of Influencers secure in order to prevent unauthorized access or loss.

5.2.6. Register with relevant authorities, if required.

5.3. Those obligations arise independently of the Parties' relationship, solely based on the fact of processing personal data of Influencers. Neither Party is in a position to remove this obligation through any contractual means.

5.4. Our Services are limited to the provision of Influencer information to you for the establishment of contact and in the promotion of a business. What you do with that information after receipt is purely a matter of your business needs. While we cannot insist on how you process personal data you obtain through our Services compliance with the data protection laws is in your interest as the controller of that personal data, in order to avoid regulatory penalties and damage to the reputation.

5.5. Services are provided to you solely upon your request and instruction. You tell us your needs - we find relevant Influencers for you to get in touch with.

5.6. For instance, if you order information on five Influencers from Singapore with 10,000 followers, whose interests span sports, travelling, healthy eating with a 10% and above engagement rate for a post – we, as data processors, will try to find information on such Influencers to you and submit them as part of Services. You would then be under an obligation to treat that information in accordance with the relevant data protection laws of both the Influencers as well as your country of incorporation. We are not in a position to eliminate the need for your compliance with the data protection laws.

5.7. On our part, we warrant to comply with relevant data protection laws in cases where we are regarded an independent controller of that personal data.

6. Charged Services

6.1. Certain features of the Site or the Services are associated with charges or fees ("Charged Services").

6.2. All charges and fees would be listed in the invoice in USD, EUR or other applicable currency of our choice (of which you would be notified in advance). You agree to pay any applicable charges and fees associated with your use of the Services. Pricing is flexible and subject to change at any time, except that once an order for any Charged Service is placed in a given instance at the published price, that price for said order shall be locked until that Service has been provided. We do not guarantee that the pricing will remain the same throughout the duration of this Service Agreement. Should, however, the pricing change, you will have a chance to cancel your subscription without further obligation of either Party towards the other.

6.3. To access the parts of the Services that are associated with charges and fees, you must provide requested details and follow applicable billing procedures. Billing procedures are subject to change at

any time without prior notice to you. By providing a payment method, you represent that you are authorized to use the payment method you provided and that the information provided by you is true and accurate. ONSocial accounts can be billed in advance on a monthly basis and are non-refundable, except as otherwise specifically provided in this Agreement. There will be no refunds or credits for partial use of Service, upgrade/downgrade refunds, refunds for unused features, or refunds for failures or inaccessibility of Service due to circumstances beyond ONSocial's control. In order to treat everyone equally, no exceptions will be made. Downgrading your Service may cause the loss of content, features. ONSocial does not accept any liability for such loss. ONSocial reserves the right to suspend or terminate your access to the Services for nonpayment. If your Subscription is terminated by your for convenience or due to your material breach of this Agreement, you are still liable for a remaining unpaid period of your Subscription if your Subscription is purchased on monthly basis.

6.3.1. Particulars of charges shall be listed in the applicable invoice issued to you.

6.3.2. Monthly Subscriptions auto renew on a monthly rolling basis unless 30 days' notice of cancellation of the concerned Subscription is provided, in which case, the Subscription, but not necessarily this Agreement, shall terminate on the last day of the renewal period in which the 30th day following the date of such cancellation notice falls.

7. Content

7.1. You understand and acknowledge that such data/content produced by the Services may not be exhaustive and the analysis of the data/content is based on what third-party data sources provide to or is obtained by ONSocial. The data/content is based on publicly available data/content and ONSocial does not verify the accuracy of data/content provided by such third parties. In addition, the data/content collected and displayed may require access to third party sites and such third parties may prevent ONSocial from generating such data/content. We, therefore, do not warrant that the data points or subscription type would remain the same or sufficient for all of Customer's purposes throughout the duration of this Service Agreement. Those data points are subject to change but do not entitle you to a refund of any fees or charges paid.

7.2. Furthermore, government regulations and/or compliance with applicable laws may prevent ONSocial from using certain data/content or providing it to you. You agree that you shall evaluate and bear all risks associated with your use of the results of Services, including any reliance on the accuracy, completeness, or integrity of such Services. By using the Site and Services, you represent and warrant that you have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of the information made available in the Site and Services, and make effective use of the Services provided by ONSocial as an analytical tool.

7.3. In furtherance of the above, you understand that we may have to stop providing a particular type of Subscription depending on the available resources and access to third party platforms. You understand that you would not be due a refund in such case. However, we may at our sole discretion either provide a pro-rata refund amount for unearned and prepaid fees, or that said fees may be reallocated to the provision of a different Subscription.

7.4. The Site may contain links to other sites on the Internet which are owned and operated by Third Party Vendors and other third parties (the "External Sites"). You acknowledge that ONSocial is not responsible for the availability of, or the materials located on or through, any External Sites.

8. General restrictions on use of Services and restrictions on use of literary works obtained as a result thereof

8.1 While it is your right to freely use the information obtained as a result of our Services, you agree that you will not:

8.1.1. reproduce, duplicate, copy, sell, trade or resell the literary works you obtain through Services or our Site except as provided for in this Agreement for any purpose without our prior permission;

8.1.2. obscure, alter, remove or delete any copyright or other proprietary notices contained in the literary works arising out of Services;

8.1.3. copy, modify, adapt, translate or otherwise create derivative works of any of the literary works (documents in pdf or otherwise) obtained from the Site, except (i) as may be allowed by the Site or (ii) intended by the Services, (iii) as well as in furtherance of the purposes of this Agreement.

8.1.4. attempt or assist others to attempt or actually reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any software we may give you access to.

8.1.5. Use the Services in any way that harms ONSocial, its affiliates, resellers, distributors, customers, service providers and/or suppliers, as determined by ONSocial in its sole reasonable discretion;

8.1.6. Use the Services in any manner that could damage, disable, overburden, or otherwise harm the Site or interfere with any other party's use and enjoyment of the Services and/or Site;

8.1.7. Use any meta tags or any other "hidden text" utilizing ONSocial's name or trademarks without the prior written consent of ONSocial;

8.1.8. Display the Site in frames or utilize any other techniques to display the Site (or any content on the Site) without the prior written consent of ONSocial;

8.1.9. Use the Services in any manner which is contrary to the provisions of any applicable third-party terms of use or other agreements (including any requirement to secure written permission prior to making certain utilization of content);

8.1.10. Use the Services to "stalk" or otherwise harass another, or in breach of any applicable laws;

8.1.11. Employ any technique to compile any false or misleading information or content;

8.1.12. Harm minors in any way;

8.1.13. Use the Services in any manner that violates or infringes the rights of any third parties, including without limitation copyright, trademark, patent publicity, or other proprietary rights;

8.1.14. Use the ONSocial domain name or other contact information as a pseudonymous reply email, postal, and/or fax address (or any other type of return address) for any communication transmitted

from another location or through another service or otherwise impersonate ONSocial or any other third party;

8.1.15. Create multiple tokens, keys or passwords for disruptive or abusive purposes, or with overlapping use cases. Mass tokens, keys or passwords creation may result in suspension of all related tokens, keys or passwords.

8.2. Other restrictions may be listed in the particular invoice and such terms take precedence over any other term between us. Payment of the invoice would signify acceptance of such additional terms and restrictions.

8.3. It is a condition of this agreement that you will not exceed or breach any restrictions listed herein. Any such breach, whether intentional or unintentional, if curable and not cured within 15 days of written notice of the same, shall be repudiatory and entitle us to cancel your subscription and terminate the Service Agreement without a refund or further obligation to you.

8.4. YOU ACKNOWLEDGE AND AGREE THAT IN CASE WE DETECT MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS ESTABLISHED FOR ONE PERSON, WE AT OUR SOLE DISCRETION MAY, WITHOUT WARNING AND REFUND, TERMINATE SUCH MULTIPLE ACCOUNTS OR/AND PROMOTION PLANS.

9. Confidentiality

9.1. Each Party undertakes to keep the other Party's confidential information confidential and shall not use or disclose such confidential information except for the purpose of exercising or performing its rights and obligations under this Agreement.

9.2. Each Party may disclose the other Party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement and who are legally obligated to maintain its confidentiality, and as may be required by law, court order or any governmental or regulatory authority.

9.3. For the purposes of this Agreement, confidential information means all information, concerning one another's business, affairs, customers, clients or suppliers including the content of this Agreement, or designated as confidential, or which ought reasonably to be considered confidential. For instance, any information that is not public knowledge (this does not include information compiled as part of the Services, which separately forms our intellectual property) and you obtained access to solely through Services is confidential information and you shall not use nor disclose it without ONSocial's written consent.

10. Term; Cancellation or Termination

10.1. Term. This Service Agreement is effective as of the date of your acceptance.

10.2. Termination for Cause. Should either Party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, the non-breaching Party may terminate

this Agreement immediately if the breaching Party fails to cure a curable breach within 10 business days after having received written notice by the non-breaching Party of the breach or default.

10.3. Termination for Convenience. You may cancel the Services at any time, with or without cause. However, you understand and accept that by cancelling the Services:

10.3.1. you will not receive a refund;
10.3.2. you are obligated to pay all charges due until the end of the subscription – early termination would cause us loss of expected profit from this Agreement with you;
10.3.3. you would lose access to and use of your tokens, keys or passwords and any Services and Services credits contained therein.

Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement to you will immediately cease to exist and are revoked (except that in the event of Agreement expiration, termination due to Force Majeure or termination by ONSocial for convenience, your rights to retain results of the Services paid for, namely copies of reports or Influencer lists shall survive, subject to the other surviving provisions herein). Further, in any termination or expiration event, Sections 2, 3, 4, 7 to 15, as well as your obligation to pay any due and owing fees applicable, will survive.

11. Proprietary Rights

11.1. You acknowledge and agree that the Site and Services are the exclusive property of ONSocial and except as may be otherwise provided herein, ONSocial does not grant any express or implied right in them to you. ONSocial owns the copyright for the Site as a compilation, and all Services accessible from the Site. All content included on the Site, such as text, graphics, logos, button icons, images, data compilations, and software, is the property of ONSocial or its content suppliers and protected by international copyright laws. Any third-party marks displayed on the Site and/or Services are the property of their respective owners.

12. Notices

12.1. When Parties refer to "in writing" in these Terms, this includes email.

12.2. Any notice or other communication given under or in connection with this Agreement must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.

12.3. A notice or other communication is deemed to have been received:

12.3.1. if delivered personally, on signature of a delivery receipt;

12.3.2. if sent by email, the next working day after transmission, subject to failed delivery notice.

12.3.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

12.4. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

12.5. Your email for notice purposes shall be the one use to register and log into the system, unless you notify us otherwise in advance.

13. Warranties

13.1. ONSocial represents and warrants that at all times during the Term of this Agreement:

13.1.1. it will comply with all applicable laws, rules, regulations, and guidelines;

13.1.2. it is the owner of the Services or otherwise has the right to grant you the rights and license set forth in this Agreement and the Services will not infringe the intellectual property rights of any third party;

13.1.3. the Services will be provided by qualified personnel in a professional and skillful manner;

13.1.4. it will not, and will not allow the Services to, introduce into Customer software or systems any viruses, worms, time bombs, corrupted files, Trojan horses or other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, damage the operation of Customer's computers or property;

13.2. Except to the extent set forth above, THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

14. INDEMNIFICTION AND LIMITATION OF LIABILITY

14.1. **Indemnity.** Each Party will defend, indemnify and hold the other Party and its affiliates, employees, officers and agents harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:

14.1.1. any allegation or action by a third party arising from or related to the Services, a Party's use thereof in violation of the terms of this Agreement, where the same does or is alleged to infringe, misappropriate or violates such third party's intellectual property, privacy, publicity, or other proprietary rights;

14.1.2. any allegation or action by a third party that would, if proven, constitute an inaccuracy, untruthfulness, or breach of any representation or warranty made by either Party under this Agreement;

14.1.3. any allegation or action by a third party that is based on a claim that an act or omission of the either Party resulted in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any statute, ordinance, regulation or other law.

14.2. Collectively, the matters arising under subsections (a) to (c) are each a "Claim".

14.3. **Indemnification Procedures.** As a condition to a Party's obligation to indemnify the other Party under this Agreement, the indemnified Party will: (i) provide the indemnifying Party with prompt written notice of any Claim that would give rise to liability of the indemnifying Party under this Agreement, provided that failure to give timely notice will not relieve the indemnifying Party of its obligations to the extent that such failure does not materially prejudice the indemnifying Party's ability to defend or settle such Claim; (ii) tender sole control of the defense and settlement of such Claim to the indemnifying Party, provided that the indemnifying Party will not settle any such Claim or stipulate to any judgment or provisional remedy without the written consent of the indemnified Party (unless such agreement places no requirement of payment or other adverse or limiting requirement upon said Party); (iii) provide the indemnifying Party, at the indemnifying Party's expense, with such assistance as the indemnifying Party may reasonably request; and (iv) not disclose the terms of any settlement unless required to do so by judicial or other government order, and will not publicize, or permit any third party to publicize, any settlement without the indemnifying Party's prior written consent. Further, the indemnified Party may participate in the defense or settlement of a Claim with its own counsel at its expense.

14.4. **Limitation of Liability**.Except for Parties' indemnification obligations in this Agreement and for breach of confidentiality: (i) in no event will either Party be liable for any special, indirect, incidental or consequential damages or for any damages resulting from loss of use, data or profits, whether in contract, tort, strict liability or otherwise, even if such Party has been advised of the possibility of such damages; and (ii) in no event will either Party's liability to the other Party for damages in connection with this Agreement, whether in contract, tort or otherwise, exceed, in the aggregate, the amount of fees paid by Customer to ONSocial during the 12 months prior to initiation of a claim under dispute resolution section herein.

15. Governing Law and Jurisdiction

15.1. Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions. Except for the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, in the event of any other controversy or claim arising out of or relating to this Agreement, or a breach thereof, the Parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this contract shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution.

15.1.1. The number of arbitrators shall be one;

15.1.2. The place of arbitration shall be London, UK or an alternative location mutually agreed by the Parties;

15.1.3. The language of the arbitration shall be English.

15.2. Each Party shall bear its own expenses, but the Parties shall share equally in the expenses of the arbitration tribunal. The Parties agree that all arbitration proceedings conducted pursuant to this Section shall be kept strictly confidential, and all information disclosed in the course of such arbitration proceedings shall be used solely for the purpose of those proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

16. Miscellaneous

16.1. Nothing in this Agreement will be construed as establishing a partnership, joint venture, agency, employment or similar relationship. ONSocial does not have any authority to bind Customer by contract or otherwise.

16.2. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited. If a deemed modification is not satisfactory to make the provision enforceable, then the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

16.3. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

16.4. **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties to this Agreement. No online terms or terms associated with any invoice, purchase order, or other document shall modify this Agreement unless mutually accept by the Parties in writing.

16.5. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the Parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. ONSocial may assign any of its rights and obligations under this Agreement. No other Party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except (i) with the prior written consent of ONSocial, or (ii) in the event of a ‘change of control transaction’ as that term is commonly understood.

231012

Data Processing Addendum

This Data Processing Addendum ("**Addendum**") forms part of the terms of service or services agreement ("**Services Agreement**") between ONSocial; and you, "**Customer**".

RECITALS:

(A) The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Services Agreement. Except as modified below, the terms of the Services Agreement shall remain in full force and effect.

(B) In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Terms of Service (or the Services Agreement). Except where the context requires otherwise, references in this Addendum to the Services Agreement are to the Services Agreement as amended by, and including, this Addendum.

(C) Customer and ONSocial have entered into a Services Agreement pursuant to which ONSocial will provide certain Services.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Applicable Laws**" means any relevant data protection laws, applicable to the Services Agreement, including, but not limited to, the GDPR;

1.1.2 **"Contracted Processor**" means ONSocial or a Sub-processor;

1.1.3 "**Customer Personal Data**" means any Personal Data of Influencers Processed by a Contracted Processor on behalf of Customer for the performance of the Services Agreement;

1.1.4 "**EEA**" means the European Economic Area;

1.1.5 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.6 "**Restricted Transfer**" means a transfer of Customer Personal Data to ONSocial, where such transfer would be prohibited by Applicable Laws in the absence of the Standard Contractual Clauses.

1.1.7 "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of ONSocial for Customer pursuant to the Services Agreement. Namely, Scraping of public data on behalf of Customer;

1.1.8 **"Standard Contractual Clauses" or "SCC**" means the applicable module of the Annex to the Commission Implementing Decision C (2021) 3972, on the 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 from June 4th 2021. Where applicable Standard Contractual Clauses shall also include the Data Transfer Addendum to the EU Commission Standard Contractual Clauses, which was adopted by the UK Information Commissioner's Office and which has entered into force on 21 March, 2022 ("UK Addendum").

`

1.1.9 "**Subprocessor**" means any person (excluding an employee of ONSocial or any of its sub-contractors) appointed by or on behalf of ONSocial to Process Personal Data on behalf of Customer for the performance of the Services Agreement, including specific authorization under Annex 3; and

1.1.10 "**ONSocial Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with ONSocial, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

2.1 The Customer hereby acknowledges and agrees that ONSocial acts as a Processor for the purposes of Services Agreement, and any personal data Scraped and provided to Customer, and/or any third party on behalf of Customer, by ONSocial in connection with the Services Agreement is provided strictly for the purposes of matching Influencers with businesses for the promotion and potential future partnership ("**Authorized Processing")** of Customer Personal Data, and that Customer acts as a sole and separate Controller with respect to such purposes.

2.2 Customer hereby represents and warrants that it, and/or any third party on its behalf, (i) shall Process the Customer Personal Data solely in compliance and as permitted under the Applicable Laws; and (ii) shall not Process the Customer Personal Data for any purpose other than for the Authorized Processing of Customer Personal Data.

2.3 ONSocial is unaware of any additional uses of the Customer Personal Data except for the Authorized Processing and, in any event, Customer is responsible for the compliance with Applicable Laws as the Controller of Customer Personal Data, whichever other way it is Processed.

2.4 This Addendum shall apply only to the extent that the Applicable Laws apply to the processing of Customer Personal Data.

2.5 ONSocial shall not, when acting as a Processor of Customer, Process Customer Personal Data other than on the Customer's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case ONSocial shall, to the extent permitted by Applicable Laws and commercially practicable, inform the Customer of that legal requirement before the relevant Processing of that Personal Data.

2.6 Annex 1(B) to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Customer Personal Data as required by article 28(3) of the GDPR. Nothing in Annex 1 confers any right or imposes any obligation on any party to this Addendum.

3. INDEPENDENT CONTROLLERS

3.1 This section applies solely in those circumstances where parties may both be considered independent controllers of personal data, the parties acknowledge and agree that the relevant party will comply with any obligations applicable to it under Applicable Laws with respect to the processing of that data. Both parties shall keep a record of all Processing activities with

`

respect to Personal Data covered under this DPA as required under GDPR.

3.2 Each party will comply with the obligations applicable to it under the Applicable Laws with respect to the processing of Personal Data covered under this DPA, including but not limited to: (i) providing the other party contact details for each party's Data Protection Officer which are accurate and up to date; (ii) providing reasonable information and assistance to the other party conducting data protection impact assessments as required by Data Protection Laws; and (iii) providing reasonable information and assistance to the other party regarding consultations between that party and a Supervisory Authority. The objective of Processing of Personal Data by both parties is the performance of the Services pursuant to the Services Agreement.

3.3 Each party is separately responsible for honoring Data Subject access requests under Applicable Laws (including its rights of access, correction, objection, erasure and data portability, as applicable) and responding to correspondence, inquiries and complaints from data subjects. Each party shall provide reasonable and timely assistance to the other party as necessary to help facilitate compliance with this section.

3.4 Both parties agree that their respective liability under this section shall be apportioned according to each parties' respective responsibility for the harm (if any) caused by each respective party.

3.5 **Liability Cap Exclusions.** Nothing in this section will affect the remaining terms of the Services Agreement relating to liability (including any specific exclusions from any limitation of liability).

4. Security

4.1 ONSocial shall take reasonable steps to ensure that access to the Customer Personal Data is limited to those individuals who need to know / access the relevant Customer Personal Data, as necessary for the purposes of the Services Agreement, and that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4.2 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, ONSocial shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.3 In assessing the appropriate level of security, ONSocial shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 The Customer generally authorises ONSocial to appoint (and permit each Subprocessor appointed in accordance with this section to appoint further down the line) Subprocessors. Customer specifically authorises the engagement of ONSocial's Affiliates as Subprocessors.

5.2 ONSocial may continue to use those Subprocessors already engaged by ONSocial as at the date of this Addendum as specified in a separate notice prior to this Addendum.

5.3 With respect to each Subprocessor, ONSocial shall ensure that the arrangement between on the one hand (a) ONSocial, or (b) the relevant Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Customer Personal Data as those set out in article 28(3) of the GDPR;

5.4 ONSocial shall be liable for the acts and omissions of its Subprocessors to the same extent it would be liable if performing the Services of each Subprocessor directly under the terms of this Addendum, except as otherwise set forth in the Agreement.

`

6. Data Subject Rights

6.1 ONSocial shall assist Customer by implementing appropriate technical and organisational measures, insofar as this is commercially and technically possible, for the fulfilment of Customer's obligations, to respond to requests to exercise Data Subject rights under Applicable Laws. ONSocial may require Customer to cover the costs of such assistance in the event that such assistance may interfere with the normal operation of ONSocial and/or create an unreasonable burden on ONSocial, and/or require ONSocial to make material changes to its products and services, subject to ONSocial's sole discretion.

6.2 ONSocial shall:

6.2.1 promptly notify Customer if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and

6.2.2 not respond, and shall take reasonable efforts to ensure that any Subprocessor does not respond, to that request except on the documented instructions of Customer, or as required by Applicable Laws to which the Contracted Processor is subject.

7. Personal Data Breach

7.1 ONSocial shall notify Customer without undue delay upon ONSocial becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow each Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Applicable Laws. Customer agrees that an unsuccessful security incident will not be subject to this Section, if it results in no unauthorized access to Customer Personal Data or to any of Contracted Processors' equipment or facilities containing Customer Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, or similar incidents.

7.2 Customer is solely responsible for providing in advance an email to which notifications regarding Personal Data Breach should be sent, and ensuring that such email address is current and valid. The default email address for the purpose of sending notification under this Section shall be the email address specified in the Customer dashboard made available by ONSocial at the time of the notification or that which was noted in the notices section of the Services Agreement (if those email addresses differ, both shall be regarded valid for notice purposes).

7.3 ONSocial shall co-operate with Customer and take such reasonable commercial steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.4 Customer shall use the Services in an appropriate manner, taking into account the level of security necessary for securing the Customer Personal Data.

8. Data Protection Impact Assessment and Prior Consultation

ONSocial shall provide reasonable assistance, as commercially and technically feasible, and at Customer's expense, to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors, and in accordance with ONSocial's standard practices.

9. Deletion of Customer Personal Data

9.1 During the term of the Services Agreement, taking into account the nature of the Processing, ONSocial shall make reasonable efforts to comply with any reasonable request from Customer

`

to delete information of a user of the Customer, insofar as this is possible, unless the GDPR and/or any other Applicable Laws require storage of the Customer Personal Data. ONSocial shall delete only Customer Personal Data associated with the Processing on behalf of the Customer. ONSocial may require Customer to the cover the costs of such assistance in the event that such assistance may interfere with the normal operation of ONSocial and/or create an unreasonable burden on ONSocial, and/or require ONSocial to make material changes to its products and services, subject to ONSocial's sole discretion.

9.2 ONSocial shall promptly and in any event within 180 days of the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Customer Personal Data Processed for the performance of the Services, insofar as this is possible taking into account the nature and functionality of the Services.

9.3 Each Contracted Processor may retain a copy of Customer Personal Data: (i) in accordance with its data retention policies specified to Customer in advance (as may be updated from time to time), and/or (ii) for the purpose of the establishment, exercise or defence of legal claims, including without limitation, detection and prevention of fraudulent activities.

9.4 If requested by Customer, ONSocial shall provide written approval to Customer that it has complied with this section within 90 days of the Cessation Date.

10. Audit rights

Upon prior written request by Controller, Processor agrees to cooperate and within reasonable time provide Controller with: (a) a summary of the audit reports demonstrating Processor's compliance with its obligations under this Addendum, after redacting any confidential and commercially sensitive information; and (b) confirmation that the audit has not revealed any material vulnerability in Processor's systems, or to the extent that any such vulnerability was detected, that Processor has fully remedied such vulnerability. If the above measures are not sufficient to confirm compliance with EU Data Protection law or reveal some material issues, subject to the strictest confidentiality obligations, Processor allows Controller to request an audit of Processor's data protection compliance program by external independent auditors, which are jointly selected by the Parties. The external independent auditor cannot be a competitor of Processor, and the Parties will mutually agree upon the scope, timing, and duration of the audit. Processor will make available to Controller the result of the audit of its data protection compliance program. Controller must reimburse Processor for all expenses and costs for such audit, unless the audit identifies material deficiencies in Processor's practices or breaches of this Addendum. The audit right hereunder may be exercised once in a calendar year during the Term and in addition where it is reasonably suspected that a Personal Data Breach has occurred. However, should the audit reveal any non-conformity; the Controller shall be entitled to have its auditor perform follow-up audits to the extent necessary to protect its interests under this Addendum.

11. Restricted Transfers

11.1 Customer and ONSocial hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from Customer to ONSocial and from ONSocial to Customer, subject to the following:

A.1. Clause 7 of the Standard Contractual Clauses shall not be applicable.

A.2. In Clause 8, Module Four shall apply.

A.3. In Clause 9, Module Two, option 2 shall apply.

A.4. In Clause 11, data subjects shall not be able to lodge a complaint with an independent dispute resolution body.

`

A.5. In Clause 13, the Parties agree to follow the language of the Standard Contractual Clauses to determine the supervisory authority.

A.6. In Clause 17, option 1 shall apply. The Parties agree that the clauses shall be governed by the laws of Ireland.

A.7. In Clause 18(b) the Parties choose the courts of Ireland as their choice of forum and jurisdiction.

To the extent the UK Addendum applies, all the information provided under the Standard Contractual Clauses shall apply to the UK Addendum with the necessary changes per the requirement of the UK Addendum.

12. General Terms

Governing law and jurisdiction

12.1 Without prejudice to clauses 17 and 18(b) of the Standard Contractual Clauses, for any other dealing with Personal Data except for the Restricted Transfers:

12.1.1 the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Services Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Services Agreement.

Order of precedence

12.2 In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

12.3 In the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Services Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Severance

12.4 Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

`

ANNEX 1 - DETAILS OF TRANSFER

A: LIST OF PARTIES

ONSOCIAL is the processor and data exporter (contact details as provided in the invoice)

Customer is the controller and data importer (contact details as provided at registration)

B: DESCRIPTION OF TRANSFER (and processing)

Categories of data subjects whose personal data is transferred

Influencers (as defined and set out in the Services Agreement)

Categories of personal data transferred

Any public information made available by Influencers ONSocial media networks, including, but not limited to aliases, names, email addresses, interests, follower lists, posts made, pictures uploaded and stats of the interaction by followers to those Influencer activities.

Sensitive data

No sensitive data is processed nor transferred

The frequency of transfer

As and when required by the Customer during the duration of the Services Agreement

The nature and purpose of the Processing of Customer Personal Data

ONSocial will Process (including Scraping, as applicable to the Services and the instructions set forth in this Addendum, collect, record, organise, structure, store, alter, retrieve, use, disclose, combine, erase and destroy) Customer Personal Data for the purpose of providing the Services and any related technical support to Customer in accordance with this Addendum.

The types of Customer Personal Data to be Processed

Any public information made available by Influencers ONSocial media networks, including, but not limited to aliases, names, email addresses, interests, follower lists, posts made, pictures uploaded and stats of the interaction by followers to those Influencer activities.

The criteria used to determine the period for retention of personal data

During the duration of the Services Agreement .

C: COMPETENT SUPERVISORY AUTHORITY

Data protection authority of Portugal

`

ANNEX 2 - TECHNICAL AND ORGANISATIONAL MEASURES

Description of the minimum technical and organisational security measures to be implemented by the data importer in accordance with Appendix 2 of the Standard Contractual Clauses Controller- Processor.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, ONSocial shall in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR, and as shall be further specified upon request by Customer.

Data importer currently observes the security practices described herein. Notwithstanding any provision to the contrary otherwise agreed to by data exporter, data importer may modify or update these practices at its discretion provided that such modification and update does not result in a material degradation in the protection offered by these practices.

(1) Protective measures for **physical access control:**
Provider secures access to the premises via ID readers, so that only authorised persons have access. The ID cards can be blocked individually; access is also logged. Furthermore, an alarm system is installed in the premises of Provider, preventing infiltration by unauthorised persons. The alarm system is linked to a locking mechanism for the doors. In addition, a security service carries out inspection rounds.
(2) Protective measures for **system access control:**
each employee has access to the systems/services of Provider via his/her own employee access. The access rights involved are limited to the responsibilities of the respective employee and/or team. Provider regulates access to its own systems via password procedures and the use of SSH keys of at least 1024 bits in length. The SSH keys strengthen the productive systems against attacks that target weak passwords, as the password-based access to the relevant systems is disabled. Provider has, in addition, a regulation for the creation of passwords. This guarantees higher security also for systems that offer password-based access. Passwords must meet the following requirements: At least 8 characters long At least 1 letter in upper-case At least 1 letter in lower-case At least 1 number At least 1 non-alphanumeric character The systems of Provider are protected by firewalls that reject all incoming connections by default. Only connection types defined by exception are accepted.
(3) Protective measures for **data access control:**
All servers and services at Provider are subject to continuous monitoring. This includes the logging of personal access in the user interface. Due to the close proximity of the employees, a visual inspection is possible at any time. Locking and/or logging off when leaving work is prescribed in writing and is practised.
(4) Protective measures for **transfer control:**
The handling of local data storage devices, e.g. USB sticks, at Provider is regulated via agreements. Access to the systems from outside the company network is possible only via secure VPN access. The traffic between the systems of Provider is protected via L2TP, IPsec (or equivalent protection).
(5) Protective measures for **input control:**
Employees of Provider do not work directly at database level, but instead use applications to access the data. IT employees access the system via individual access and use a common login, as there are very few employees and these sit in close proximity of each other and monitor each other by agreements and visual inspections.
(6) Protective measures for **availability control:**
Provider ensures the availability of data in several ways. On the one hand, there is regular backup of the entire system. This steps in if the other availability measures fail. In operation mode, Provider ensures availability through the use of high availability clusters. Critical services are operated redundantly in multiple data centres and controlled by a high-availability system. The Provider workstations are also protected with the usual measures. For example, virus scanners are installed, laptops are encrypted.
(7) Protective measures for **separation control:**
To separate data, Provider uses logically separate databases so that no accidental reading of data by unauthorised persons can occur. Access to the data itself is also restricted by the fact that employees use services (applications) which control access.

`