

## DATA PROCESSING ADDENDUM

This Data Processing Agreement (the “DPA”), entered into by [ \_\_\_\_\_ ] (“Partner”) and Raise Labs Inc., dba RaiseMe, a Delaware Corporation with offices located at 180 Capp Street Unit 5, San Francisco, CA 94110 USA (“Raise” or “RaiseMe”), governs the processing of any personal data that RaiseMe uploads or otherwise provides to Partner in connection with the services provided by Partner to RaiseMe.

### 1. DEFINITIONS

“Agreement” means any agreement or contract previously entered into by RaiseMe and Partner for the provision of services from Partner to RaiseMe.

“Data Controller” means RaiseMe.

“Data Processor” means Partner.

“Data Protection Requirements” means the Directive, the General Data Protection Regulation, Local Data Protection Laws, any subordinate legislation and regulation implementing the General Data Protection Regulation, and all Privacy Laws.

“Directive” means the EU Data Protection Directive 95/46/EC (as amended).

“EU Personal Data” means Personal Data the sharing of which pursuant to this Agreement is regulated by the Directive, the General Data Protection Regulation and Local Data Protection Laws.

“General Data Protection Regulation” means the European Union Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Local Data Protection Laws” means any subordinate legislation and regulation implementing the Directive or the General Data Protection Regulation which may apply to the Agreement.

“Personal Data” means information about an individual that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable laws or regulations relating to the collection, use, storage or disclosure of information about an identifiable individual.

“Personal Data Breach” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

“Privacy Laws” means all applicable laws, regulations, and other legal requirements relating to (a) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

“Process” and its cognates mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Subprocessor” means any entity which provides processing services to Partner in furtherance of Partner’s processing on behalf of RaiseMe.

“Supervisory Authority” means an independent public authority which is established by a European Union member state pursuant to Article 51 of the General Data Protection Regulation.

## **2. NATURE OF DATA PROCESSING**

Each party agrees to process Personal Data received under the Agreement only for the purposes set forth in the Agreement.

## **3. COMPLIANCE WITH LAWS**

The parties shall each comply with their respective obligations under all applicable Data Protection Requirements.

## **4. RAISEME OBLIGATIONS**

RaiseMe agrees to:

4.1 Comply with its protection, security and other obligations with respect to Personal Data prescribed by Data Protection Requirements for data controllers by: (a) establishing and maintaining a procedure for the exercise of the rights of the individuals whose Personal Data are controlled by RaiseMe; (b) processing only data that has been lawfully and validly collected and ensuring that such data will be relevant and proportionate to the respective uses; and (c) ensuring compliance with the provisions of this Agreement by its personnel or by any third-party accessing or using Personal Data on its behalf.

## **5. PARTNER OBLIGATIONS**

5.1 Processing Requirements. Partner will:

- a. Process Personal Data (i) only for the purpose of providing, supporting and improving RaiseMe's services (including to provide insights and other reporting), using appropriate technical and organizational security measures; and (ii) in compliance with the instructions received from RaiseMe. Partner will not use or process the Personal Data for any other purpose. Partner will promptly inform RaiseMe in writing if it cannot comply with the requirements under Sections 5-8 of this DPA, in which case RaiseMe may terminate the Agreement or take any other reasonable action, including suspending data processing operations;
- b. Inform RaiseMe promptly if, in Partner's opinion, an instruction from RaiseMe violates applicable Data Protection Requirements;
- c. If Partner is collecting Personal Data from individuals on behalf of RaiseMe, follow RaiseMe's instructions regarding such Personal Data collection (including with regard to the provision of notice and exercise of choice);
- d. Take commercially reasonable steps to ensure that (i) persons employed by it and (ii) other persons engaged to perform on Partner's behalf comply with the terms of the Agreement and this DPA;
- e. Ensure that its employees, authorized agents and any Subprocessors are required to comply with and acknowledge and respect the confidentiality of the Personal Data, including after the end of their respective employment, contract or assignment;
- f. If it intends to engage Subprocessors to help it satisfy its obligations in accordance with this DPA or to delegate all or part of the processing activities to such Subprocessors, (i) obtain the prior written consent of RaiseMe to such subcontracting, such consent to not be unreasonably withheld; (ii) remain liable to RaiseMe for the Subprocessors' acts and omissions with regard to data protection where such Subprocessors act on Partner's instructions; and (iii) enter into contractual arrangements with such Subprocessors binding them to provide the same level of data protection and information security to that provided for herein; and
- g. Upon request, provide RaiseMe with a summary of Partner's privacy and security policies.

5.2 Notice to RaiseMe. Partner will inform RaiseMe if Partner becomes aware of:

- a. Any non-compliance by Partner or its employees with Sections 5-8 of this DPA or the Data Protection Requirements relating to the protection of Personal Data processed under this DPA;
- b. Any legally binding request for disclosure of Personal Data by a law enforcement authority, unless Partner is otherwise forbidden by law to inform RaiseMe, for example to preserve the confidentiality of an investigation by law enforcement authorities;

- c. Any notice, inquiry or investigation by a Supervisory Authority with respect to Personal Data; or
- d. Any complaint or request (in particular, requests for access to, rectification or blocking of Personal Data) received directly from data subjects of RaiseMe. Partner will not respond to any such request without RaiseMe's prior written authorization.

5.3 Assistance to RaiseMe. Partner will provide reasonable assistance to RaiseMe regarding:

- a. Any requests from RaiseMe data subjects in respect of access to or the rectification, erasure, restriction, portability, blocking or deletion of Personal Data that Partner processes for RaiseMe. In the event that a data subject sends such a request directly to Partner, Partner will promptly send such request to RaiseMe;
- b. The investigation of Personal Data Breaches and the notification to the Supervisory Authority and RaiseMe's data subjects regarding such Personal Data Breaches; and
- c. Where appropriate, the preparation of data protection impact assessments and, where necessary, carrying out consultations with any Supervisory Authority.

5.4 Required Processing. If Partner is required by Data Protection Requirements to process any Personal Data for a reason other than providing the services described in the Agreement, Partner will inform RaiseMe of this requirement in advance of any processing, unless Partner is legally prohibited from informing RaiseMe of such processing (e.g., as a result of secrecy requirements that may exist under applicable EU member state laws).

5.5 Security. Partner will:

- a. Maintain appropriate organizational and technical security measures (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response) to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of Personal Data;
- b. Be responsible for the sufficiency of the security, privacy, and confidentiality safeguards of all Partner personnel with respect to Personal Data and liable for any failure by such Partner personnel to meet the terms of this DPA;
- c. Take reasonable steps to confirm that all Partner personnel are protecting the security, privacy and confidentiality of Personal Data consistent with the requirements of this DPA; and
- d. Notify RaiseMe of any Personal Data Breach by Partner, its Subprocessors, or any other third-parties acting on Partner's behalf without undue delay and in any event within 48 hours of becoming aware of a Personal Data Breach.

## **6. AUDITS**

6.1 Supervisory Authority Audit. If a Supervisory Authority requires an audit of the data processing facilities from which Partner processes Personal Data in order to ascertain or monitor RaiseMe's compliance with Data Protection Requirements, Partner will cooperate with such audit. RaiseMe is responsible for all costs and fees related to such audit in addition to the rates for services performed by Partner.

6.2 Audits. Partner must, upon RaiseMe's request (not to exceed one request per calendar year), certify compliance with Sections 5-8 of this DPA in writing. If the written response does not provide, in RaiseMe's reasonable judgment, sufficient information to confirm Partner's compliance with the terms of this DPA, then RaiseMe or an accredited third-party audit firm agreed to by both Partner and RaiseMe may audit Partner's compliance with the terms of this DPA during regular business hours, with reasonable advance notice to Partner and subject to reasonable confidentiality procedures. RaiseMe is responsible for all costs and fees related to such audit, in addition to the rates for services performed by Partner. Before the commencement of any such audit, Partner and RaiseMe shall mutually agree upon the scope, timing, and duration of the audit. RaiseMe shall promptly notify Partner with information regarding any non-compliance discovered during the course of an audit.

## **7. DATA TRANSFERS**

For transfers of EU Personal Data to Partner for processing by Partner in a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, Partner agrees it will provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. If Partner is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of EU Personal Data to a non-EU country requires the prior written consent of RaiseMe. Partner shall promptly notify RaiseMe of any inability by Partner to comply with the provisions of this Section 7.

## **8. DATA RETURN AND DELETION**

The parties agree that on the termination of the data processing services or upon RaiseMe's reasonable request, Partner shall, and shall cause any Subprocessors to, at the choice of RaiseMe, return all the Personal Data and copies of such data to RaiseMe or securely destroy them and demonstrate to the satisfaction of RaiseMe that it has taken such measures, unless Data Protection Requirements prevent Partner from returning or destroying all or part of the Personal Data disclosed. In such case, Partner agrees to preserve the confidentiality of the Personal Data retained by it and that it will only actively process such Personal Data after such date in order to comply with applicable laws.

## **9. CONTROLLER-TO-CONTROLLER SCENARIOS**

Each party will, to the extent that it, along with the other party, acts as data controller, as the term is defined in applicable Data Protection Requirements, with respect to Personal Data, reasonably cooperate with the other party to enable the exercise of data protection rights as set forth in the General Data Protection Regulation and in other Data Protection Requirements. Where both parties each act as data controller with respect to Personal Data, and the transfer of data between the parties results in a transfer of EU Personal Data to a jurisdiction other than a jurisdiction in the EU, the EEA, or the European Commission-approved countries providing 'adequate' data protection, each party agrees it will provide at least the same level of privacy protection for EU Personal Data as required under the U.S.-EU and U.S.-Swiss Privacy Shield frameworks. The parties acknowledge and agree that each is acting independently as Data Controller with respect of Personal Information and the parties are not joint controllers as defined in the General Data Protection Regulation.

## **11. TERM**

This DPA shall remain in effect as long as Partner carries out Personal Data processing operations on behalf of RaiseMe or until the termination of the Agreement (and all Personal Data has been returned or deleted in accordance with Section 8 above).

## **12. GOVERNING LAW, JURISDICTION, AND VENUE**

Notwithstanding anything in the Agreement to the contrary, this DPA shall be governed by the laws of California, and any action or proceeding related to this DPA (including those arising from non-contractual disputes or claims) will be brought in San Francisco, California.

*[Remainder of Page Intentionally Left Blank]*

Accepted and Agreed, as of the date set forth below:

**RAISE LABS, INC.**

**[PARTNER]**

\_\_\_\_\_  
Signature

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Signature

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