PERSONAL DATA PROCESSING AGREEMENT (DPA) BETWEEN GOBRUNCH AND CUSTOMER

This Data Processing Agreement ("DPA") governs the processing of personal data collected by GOBRUNCH through its platform and contains certain terms relating to data protection, privacy and security in accordance with Data Protection Legislation, where applicable. In the event (and only to the extent of) there is a conflict between the different laws and regulations of the Data Protection Legislation, the parties shall comply with the most onerous requirements or higher standards which, in the event of a dispute in this regard, shall be determined solely by GOBRUNCH.

1. **Data processing.**

    1.1. Scope and functions. This DPA applies when customer data is processed by GOBRUNCH. In this context, GOBRUNCH will act as the Customer's processor, which may act as the controller or processor of the Customer's Data.

    1.2. Customer controls. Customers may use the Service Controls to assist it with its obligations under Applicable Data Protection Law, including its obligations to respond to requests from data subjects. Taking into account the nature of the processing, the Client agrees that GOBRUNCH is unlikely to become aware that the Client Data transferred under the Standard Contractual Clauses is inaccurate or out of date. However, if GOBRUNCH becomes aware that Customer Data transferred pursuant to the Standard Contractual Clauses is inaccurate or out of date, it will inform the Customer without undue delay. GOBRUNCH will cooperate with Customer to erase or rectify inaccurate or outdated Customer Data transferred under the Standard Contractual Clauses by providing Service Controls that Customer may use to erase or rectify Customer Data.

    1.3. Details of data processing.

        1.3.1 Subject. The object of data processing under this DPA is Customer Data.
        1.3.2 Duration. Between the GOBRUNCH and the Customer, the duration of data processing under this DPA is determined by the Customer.
        1.3.3 Purpose. The purpose of data processing under this DPA is the provision of the Services initiated by the Customer from time to time.
        1.3.4 Nature of Processing. Compute, storage, and other Services, as described in the Documentation and initiated by Customer from time to time.
        1.3.5 Type of Customer Data. Customer Data uploaded to the Services in Accounts BRUNCH of the customer.
        1.3.6 Categories of Data Subjects. Data subjects may include customers, employees, suppliers and End Users.

1.4 Compliance with Laws. Each party will comply with all laws, rules and regulations applicable to it and bind it in the performance of this DPA, including Applicable Data Protection Law.

2. **Customer Instructions.** The parties agree that this DPA and the Agreement (including Customer's provision of instructions through configuration tools such as the BRUNCH and the APIs made available by BRUNCH for the Services) constitute documented instructions from Customer regarding the processing of Customer Data by the GOBRUNCH ("Documented Instructions"). The GOBRUNCH will process Customer Data only in accordance with the Documented Instructions (which, if Customer is acting as a processor, may be based on the instructions of its controllers). Additional instructions outside the scope of the documented Instructions (if any) require prior written agreement between GOBRUNCH and the Customer, including agreement on any additional fees paid by the Customer to GOBRUNCH by carrying out such instructions. Customer has the right to terminate this DPA and the Agreement if the GOBRUNCH refuses to follow instructions requested by Customer that are out of scope or are altered from those given or agreed to in this DPA. Taking into account the nature of the processing, the Client agrees that it is unlikely that the GOBRUNCH may form an opinion as to whether the Documented Instructions infringe Applicable Data Protection Law. If the GOBRUNCH form such an opinion, it will immediately inform the Customer, in which case the Customer has the right to withdraw or modify its Documented Instructions.

3. **Confidentiality of Customer Data.** GOBRUNCH will not access, use, or disclose to any third party any Customer Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order). If a government agency sends GOBRUNCH a demand for customer data, GOBRUNCH will attempt to redirect the government agency to request that data directly from the customer. As part of this effort, GOBRUNCH may provide the Client's basic contact information to the government body. If required to disclose Customer Data to a governmental body, GOBRUNCH will give Customer reasonable notice of the demand to enable Customer to seek a protective order or other appropriate remedy, unless GOBRUNCH is legally prohibited from doing so.

4. **Confidentiality obligations of GOBRUNCH staff.** GOBRUNCH restricts its personnel from processing customer data without GOBRUNCH's authorization as described in the Security Standards. GOBRUNCH imposes appropriate contractual obligations on its personnel, including relevant obligations in relation to confidentiality, data protection and data security.

5. **Data Processing Activities**

5.1. Data collection: This includes the collection of names, email addresses, professional affiliations (company or institution) and details of participation in the sessions;

5.2. Use of data: data is used to manage session access, provide platform functionality, and improve user experience;

5.3. Data Control: Organizers can modify or delete sub-accounts and control the accessibility of data in the sessions they create. Organizers and moderators can implement IP address-based bans if necessary to maintain the integrity of the session.

6. Security of Data Processing

6.1 GOBRUNCH has implemented and will maintain the technical and organizational measures for the GOBRUNCH Network as described in the Security Standards and in this section. In particular, GOBRUNCH has implemented and will maintain the following technical and organizational measures:

(a) GOBRUNCH network security;
(b) physical security of the premises;
(c) measures to control the access rights of authorized personnel to the GOBRUNCH Network;
(d) processes to regularly test, evaluate and evaluate the effectiveness of the technical and organizational measures implemented by GOBRUNCH;

6.2 Customers may choose to implement technical and organizational measures to protect Customer Data. Such technical and organizational measures include the following, which may be obtained by the GOBRUNCH Client, as described in the Documentation, or directly from a third-party vendor:

(a) pseudonymization and encryption to ensure an adequate level of security;
(b) measures to ensure the ongoing confidentiality, integrity, availability, and resilience of the processing systems and services operated by the Customer; measures to enable Customer to make appropriate backup and archiving in order to restore availability and access to Customer Data in a timely manner in the event of a physical or technical incident; and
(c) processes to regularly test, evaluate and evaluate the effectiveness of the technical and organizational measures implemented by the Client.

7. Subprocessing.

7.1   Authorized Subprocessors. The Client provides general authorization for the use of sub-processors by GOBRUNCH to provide processing activities

on Customer Data on behalf of the Client ("Sub-processors") in accordance with this Section. At least 30 days prior to GOBRUNCH engaging a sub-processor, GOBRUNCH will update the applicable website and provide the Client with a mechanism to obtain notice of such update. To object to a Sub-processor, Customer may: (i) terminate the Agreement in accordance with its terms; (ii) cease using the Service for which GOBRUNCH has contracted the Sub-processor; or (iii) move the relevant Customer Data to another region in which GOBRUNCH has not engaged the sub-processor.

7.2   Sub-processor   Obligations. Where   GOBRUNCH   authorizes   a sub-processor:
(i)   GOBRUNCH will restrict the Sub-processor's access to the Customer Data to only that which is necessary to provide or maintain the Services in accordance with the Documentation, and GOBRUNCH will prohibit the Sub-processor from accessing the Customer Data for any other purpose;
(ii)   GOBRUNCH will enter into a written agreement with the Sub-processor and, to the extent that the Sub-processor performs the same data processing services provided by GOBRUNCH under this DPA, GOBRUNCH will impose on the Sub-processor the same contractual obligations that GOBRUNCH has under this DPA; and
(iii)   GOBRUNCH shall remain liable for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause GOBRUNCH to breach any of GOBRUNCH's obligations under this DPA.

8.   **GOBRUNCH's assistance with data subject requests.** Taking into account the nature of the processing, Service Controls are the technical and organizational measures by which GOBRUNCH will assist the Client in fulfilling the Client's obligations to respond to data subject requests under Applicable Data Protection Law. If a data subject makes a request to GOBRUNCH, GOBRUNCH will immediately forward such request to the Client as soon as GOBRUNCH identifies that the request is from a data subject for which the Client is responsible. The Client authorizes, on its behalf and on behalf of its controllers when the Client is acting as a processor, GOBRUNCH to respond to any data subject who makes a request to GOBRUNCH, to confirm that GOBRUNCH has forwarded the request to the Client. The parties agree that Customer's use of Service Controls and the forwarding of requests from GOBRUNCH's data subjects to Customer in accordance with this Section represent the scope and extent of Customer's required assistance.

9.   **Optional security features.** GOBRUNCH provides many service controls that the customer can choose to use. Customer is responsible for (a) implementing

the measures described in Section 5.2, as appropriate, (b) properly configuring the Services, (c) using Service Controls to enable Customer to restore availability and access to Customer Data in a timely manner in the event of a physical or technical incident (e.g., routine backups and archiving of Customer Data), and (d) take such measures as Customer deems appropriate to maintain appropriate security, protection, and deletion of Customer Data, which includes the use of encryption technology to protect Customer Data from unauthorized access and measures to control access rights to Customer Data.

10. Security Incident Notification.

10.1 Security Incident. GOBRUNCH will notify Customer of a Security Incident without undue delay after becoming aware of the Security Incident and (b) take appropriate measures to address the Security Incident, including measures to mitigate any adverse effects resulting from the Security Incident.

10.2 Assistance from GOBRUNCH. To enable the Client to notify a Security Incident to supervisory authorities or data subjects (as applicable), GOBRUNCH will cooperate with and assist the Client by including in the notification pursuant to Section 9.1(a) the information about the Security Incident that GOBRUNCH may disclose to the Client, taking into account the nature of the processing, the information available to GOBRUNCH, and any restrictions on disclosure of the information, such as confidentiality. Given the nature of the processing, you agree that you are better able to determine the likely consequences of a Security Incident.

10.3 Unsuccessful security incidents. Customer agrees that:

(i) An unsuccessful Security Incident is one that does not result in any unauthorized access to Customer Data or any GOBRUNCH equipment or facilities that store Customer Data and may include, without limitation, pings and other transmission attacks on firewalls or edge servers, port scans, unsuccessful logon attempts, denial-of-service attacks, packet detection (or other unauthorized access to traffic data that does not result in access beyond the headers), or similar incidents; and

(ii) GOBRUNCH's obligation to report or respond to a Security Incident is not and will not be construed as an acknowledgment by GOBRUNCH of any fault or liability of GOBRUNCH with respect to the Security Incident.

10.4 Communication. Notification(s) of security incidents, if any, will be delivered to one or more of the Client's administrators by any means selected by GOBRUNCH, including by email. It is the Client's sole responsibility to ensure that

the Client's administrators maintain accurate contact information in GOBRUNCH's management console and secure transmission at all times.

10.5   Notification obligations. If GOBRUNCH notifies Customer of a Security Incident or if Customer becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data, Customer shall be responsible for (a) determining whether there is any resulting notification or other obligation under Applicable Data Protection Law and (b) taking steps necessary to comply with those obligations.

11. **Transfers of Personal Data.**
    11.1   Data processing locations for GoBrunch are predefined and cannot be specified by the customer. All customer data will be processed in the designated facilities managed by GoBrunch, which may include regions within the EEA. GoBrunch ensures that client data will not be transferred outside of these designated regions except as required to provide the services initiated by the client, or as necessary to comply with legal obligations or a valid and binding order from a governmental body.
    11.2   Application of standard contractual clauses. The Standard Contractual Clauses will only apply to Customer Data subject to the GDPR that is transferred, either directly or through onward transfer, to any Third Country (each a "Data Transfer").
    11.2.1   Where Customer is acting as a controller, the Controller-to-Processor Clauses will apply to a Data Transfer.
    11.2.2   Where Customer is acting as a processor, the Processor-to-Processor Clauses will apply to a Data Transfer. Taking into account the nature of the processing, the Client agrees that GOBRUNCH is unlikely to know the identity of the Client's controllers because GOBRUNCH has no direct relationship with the Client's controllers and therefore the Client will comply with GOBRUNCH's obligations to the Client's controllers under the Processor-to-Processor Clauses.
    11.3   Alternative Transfer Mechanism. Standard contractual clauses will not apply to a data transfer if GOBRUNCH has adopted binding corporate rules for processors or a recognized alternative compliance standard for lawful data transfers.

12. **Termination of DPA.** This DPA will continue in effect until the termination of the Agreement (the "Termination Date").

13. **Return or deletion of customer data.** At any time up to the Termination Date and for 90 days after the Termination Date, subject to the terms and conditions of the Agreement, GOBRUNCH will return or delete Customer Data when Customer uses the Service Controls to request such return or deletion. By the end of this 90-day period, the Client shall close all GOBRUNCH accounts containing Client Data.

14. **Duties to inform.** Where Client Data is subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by a third party during processing by GOBRUNCH, GOBRUNCH shall inform the Client without undue delay. GOBRUNCH will, without undue delay, notify all relevant parties in such action (e.g., creditors, trustee in bankruptcy) that any Customer Data subject to such proceedings is the property and area of responsibility of the Customer and that the Customer Data is at the exclusive disposal of the Customer.

15. **Entire Agreement; Conflict.** This DPA incorporates the Standard Contractual Clauses by reference. Except as amended by this DPA, the Agreement shall remain in full force and effect. If there is a conflict between the Agreement and this DPA, the terms of this DPA will govern, except that the Terms of Service will control this DPA. Nothing herein alters or modifies the Standard Contractual Clauses.