

SUBSCRIPTION AGREEMENT

IMPORTANT NOTICE: SUBMIT SOFTWARE SOLUTIONS LIMITED (A COMPANY INCORPORATED IN THE REPUBLIC OF IRELAND WITH REGISTERED NUMBER 524568 AND REGISTERED ADDRESS AT VICTORIA HOUSE, VICTORIA ROAD, CORK, IRELAND) ("SUPPLIER") provides ACCESS TO THE SERVICES (AS DEFINED BELOW). In order to avail of the provisions of this Agreement and accept the terms of this Agreement the CUSTOMER must click "I accept". The CUSTOMER is not required to accept this Agreement. If the CUSTOMER does not accept this Agreement, the CUSTOMER may not use the Services OR THE SUPPLIER PLATFORM.

1. DEFINITIONS & Interpretation

Agreement: means the terms and conditions in this subscription agreement and the Order Form and any other documents explicitly incorporated by reference by the written agreement of the Parties.

Data Processing Agreement: refers to the online or paper document forming part of this Agreement at Annex 1 of this Agreement.

Acceptable Use Agreement: refers to the online or paper document forming part of this Agreement at Annex 2 of this Agreement.

Order Form: refers to online or paper document forming part of this Agreement Annex 3 of this Agreement.

Data Retention Agreement: refers to the Data Retention Agreement at Annex 4 of this Agreement.

Applicant: means the end user using the Supplier Platform as an applicant to the Customer Request, or in accordance with the Customer Request Terms.

Application: means the online or hardcopy form which may include video, images, documents and sound recordings, completed by the Applicant applying for the Customer Request.

Authorised Users: means the staff of the Customer who use the Supplier Platform on behalf of the Customer.

Confidential Information: means information that is proprietary or confidential to the disclosing Party but only to the extent that a reasonable person would consider such information as confidential.

Customer: means the individual or company to whom Supplier has agreed to provide the Services and who has accepted this Agreement, is using the Supplier Platform or is otherwise exercising rights under this Agreement. Where relevant, references to the Customer shall include the Authorised Users.

Customer Request: means each Customer request for information from Applicants requiring the completion of an Application.

Customer Request Terms: means the terms and conditions between the Customer and the Applicant governing the Application for the Customer Request.

Customer Site: means the online source where the Application for the Customer Request will be available for completion. This may be the Supplier site or a white labelled Customer site.

Effective Date: means the date this agreement is accepted by the Customer.

Fees: means the fees payable by the Customer to Supplier, as set out in the Order Form.

Privacy Dashboard: means the dashboard available as part of the Supplier Platform which a Customer can use to view the Subscription Agreement, view the Data Record, update the Customer Request Terms, and manage/delete stored data.

Data Record: is the record available as part of the Privacy Dashboard which sets out the details of processing under this Agreement. The data record contains a copy of the Subscription Agreement between the Supplier and the Customer. In addition to the Subscription Agreement, the Data Record also contains the following: Customer contact details (updated as required by the Customer), Supplier contact details (updated as required by the Supplier), Schedule of type of Personal Data being processed (as specified by the GDPR, updated as required by the Customer).

Supplier IP: means the intellectual property rights in the Supplier Platform and the Services and any updates or modifications thereto.

Supplier Platform: means the Supplier web-based platform (including the Supplier IP) for the creation, promotion, and management of the Customer Request Applications.

Services: means the services provided by Supplier under this Agreement including the provision of access to and training and support on the Supplier Platform.

Software: means the software code and applications forming part of the Supplier Platform which are licensed by Supplier to Customer under this Agreement.

Submission Data: means all information of whatever form included by the Applicant in their Application including, files, data, video and sound recordings or included by the Customer on the Supplier Platform or by the Supplier at the Customer's request.

Subscription Term: is the period of time agreed in the Order Form.

1.1. In this Agreement (except where the context otherwise requires):

1.1.1. use of the singular includes the plural and vice-versa;

1.1.2. use of any gender includes the other genders;

1.1.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

1.1.4. each of Supplier and Customer is (a "Party") and together Supplier and Customer are (the "Parties"); and

1.1.5. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.1.6. references to the Customer shall include the Authorised Users where appropriate in the context of the relevant term in this Agreement.

2. CUSTOMER LICENCE

2.1. Subject to the terms of this Agreement, Supplier hereby grants to the Customer a non-exclusive, non-transferable license to permit the Authorised Users to use the Supplier Platform during the Subscription Term and for the number of Customer Requests agreed in the Order Form.

2.2. The Customer undertakes to:

2.2.1. maintain a secure password for use of the Supplier Platform and shall keep that password confidential;

2.2.2. ensure the Authorised Users are required to keep the password to the Supplier Platform confidential; and

2.2.3. maintain a list of current Authorised Users and provide it to Supplier upon request.

2.3. The Customer shall not access, store, distribute or transmit any viruses or any material when using the Supplier Platform that is considered illegal or harmful or facilitates illegal activity.

2.4. The Customer shall not except to the extent expressly permitted under this Agreement:

2.4.1. attempt to modify, duplicate, create derivative works from, or distribute all or any portion of the Supplier Platform (as applicable);

2.4.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

2.4.3. access all or any part of the Supplier Platform in order to build a product or service which competes with the Supplier Platform;

2.4.4. use the Supplier Platform to provide services to third parties;

2.4.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Supplier Platform available to any third party.

2.5. The Customer shall not, and shall ensure that the Authorised Users or Applicants shall not:

2.5.1. use the Supplier Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Supplier Platform or any operating system;

2.5.2. infringe the Supplier IP or those of any third party when using the Supplier Platform or submitting Submission Data;

2.5.3. transmit any material that is defamatory, offensive or otherwise objectionable using the Supplier Platform or the Services; or

2.5.4. use the Supplier Platform or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with another user.

3. APPLICANTS USE OF THE SUPPLIER PLATFORM

3.1. Customer is granted a limited, non-transferable, royalty-free license to sublicense access to and use of the Supplier Platform to Applicants as part of each Customer Request that the Customer makes under the terms of this Agreement.

3.2. Customer shall be responsible for ensuring that it has legally binding Customer Request Terms in place with the Applicant to govern the Applicants application for the Customer Request and use of the Submission Data by the Customer and Supplier.

3.3. The Customer Request Terms must be at least as protective of the Supplier and the Supplier Platform as the terms of this Agreement.

3.4. If Customer chooses to make the Supplier Platform available to Applicants without Customer Request Terms, the Customer acknowledges and agrees that it is solely liable and responsible for the Applicant's use of the Supplier Platform.

3.5. The Customer Request Terms are solely between the Customer and each Applicant. The Supplier has no responsibility or liability to the Applicants and nothing herein confers a benefit on any person other than the Customer. Customer shall defend, indemnify, and hold the Supplier harmless from and against any threats, demands or claims made by any Applicant against the Supplier and any damages, awards, costs, expenses, liabilities and/or losses suffered, incurred and/or agreed to be paid by the Supplier in connection with and/or arising from any such threats, demands or claims. This clause survives the termination or expiration of this Agreement.

3.6. Customer shall take all steps to enforce the Supplier's rights against any particular Applicant, which may include restricting specific Applicant use of the Supplier Platform. If required the Supplier reserves the right to restrict or disable (on a temporary or permanent basis) access to the Supplier Platform (including Customer Requests) and/or to delete one or more of Applicants. The Supplier will notify the Customer before disabling its account permanently.

4. SERVICES

4.1. Supplier shall provide the Services to the Customer on and subject to the terms of this Agreement during the Subscription Term.

4.2. Supplier shall use commercially reasonable endeavours to make the Supplier Platform available 24 hours a day, seven days a week, except for planned maintenance (carried out during such times which are notified to the Customer) and unscheduled maintenance.

4.3. Supplier will provide the Customer with support services and training on the use of the Supplier Platform during normal business hours (GMT). Any additional Services may be agreed between the Parties and set out in the Order Form.

4.4. Where agreed as part of an Order Form, Supplier can provide Services to publicize the Customer Request using traditional and social media. Supplier can also publicize the Customer Request on the Supplier website.

4.5. As between Supplier and the Customer, the Customer shall own or license all rights, title and interest in and to all of the Submission Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Submission Data.

5. Supplier OBLIGATIONS

5.1. Supplier undertakes to provide the Services with reasonable skill and care.

5.2. Notwithstanding the foregoing:

5.2.1. Supplier does not warrant that the Customer or Applicants use of the Supplier Platform will be uninterrupted or error-free; or that the Supplier Platform, the Services, and/or the information or Submission Data obtained by the Customer through the Supplier Platform will meet the Customer's requirements;

5.2.2. Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet;

5.2.3. Supplier is not responsible for any Submission Data files, such as multimedia files, which will not open or upload to the Supplier Platform; and

5.2.4. Supplier does not warrant and is not responsible for the quality of the Applications or Submission Data submitted by the Applicants.

5.3. Supplier reserves the right to modify the Supplier Platform at any time. Supplier will update the Supplier Platform with improvements and fixes as they become available.

5.4. Subject to the obligations of the Supplier set out herein, the Services are provided "as is". All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

5.5. Supplier is not responsible and makes no representations or warranties for the delivery of any messages (such as emails, forum postings or transmission or any other user generated content) sent using the Supplier Platform.

5.6. Supplier does not have any obligation to verify the identity of the Applicants, nor does it have any obligation to monitor the use of the Services. The Supplier disclaims all liability for identity theft or any other misuse of Submission Data provided by the Applicants.

6. CUSTOMER OBLIGATIONS

6.1. The Customer warrants and represents that it has all necessary rights and authority to enter into this Agreement and, where relevant, that Customer has the right and authority to legally bind any individual, entity or organization to the terms and obligations of this Agreement.

6.2. The Customer warrants and represents that it and all Authorised Users and Applicant use of the Services will be in accordance with this Agreement.

6.3. The Customer warrants that it shall:

6.3.1. comply with all applicable laws and regulations with respect to its activities under this Agreement;

6.3.2. ensure that the Authorised Users use the Supplier Platform and the Services in accordance with the terms and conditions of this Agreement and shall be responsible and liable for any Authorised User's breach of this Agreement;

6.3.3. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors, and agents to perform their obligations under this Agreement, including without limitation the use of the Services and including any consents required from the Authorised Users and the Applicants for the use of the Submission Data; and

6.3.4. be solely responsible for procuring and maintaining its systems, network connections and telecommunications links to access the Supplier Platform.

6.4. The Customer shall provide Supplier with all necessary cooperation in relation to this Agreement and all necessary access to such information as may be required by Supplier.

7. CHARGES AND PAYMENT

7.1. In consideration for receipt of the Services, the Customer agrees to pay the Fees set out in the Order Form to Supplier.

7.2. Supplier can agree different Fee arrangement as set out in the Order Form. These include Fees per Customer Request or for a set number of Customer Requests. Alternatively, Fees may be on a monthly or yearly subscription basis, with an unlimited or limited number of Customer Requests.

7.3. The Customer agrees to pay each invoice in accordance with the terms set out in the Order Form or any invoice provided by Supplier.

7.4. If Supplier has not received payment in accordance with this Agreement:

7.4.1. Supplier may, without liability to the Customer, disable the Customer's account and access to all or part of the Supplier Platform. Supplier shall be under no obligation to provide any or all of the Services while payments are outstanding; and

7.4.2. Supplier may charge interest at a monthly rate of 2% of the invoice amount.

7.5. All Fees stated or referred to in this Agreement:

7.5.1. shall be payable in the currency specified in the Order Form or on the relevant invoice;

7.5.2. are non-cancellable and non-refundable; and

7.5.3. are exclusive of value added tax or other applicable sales tax, which shall be added to Supplier's invoice(s) at the appropriate rate.

7.6. The Order Form will specify any storage limits that may apply to the Submission Data hosted by Supplier. Additional charges may apply if these storage limits are exceeded.

7.7. Supplier reserves the right to modify the Fees for the Services and a new Order Form will be issued by the Supplier to reflect any changes.

8. PROPRIETARY RIGHTS AND CONFIDENTIALITY

8.1. The Customer acknowledges and agrees that Supplier and/or its licensors own all intellectual property rights in the Supplier IP. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Supplier IP. Customer acknowledges that it has no right to have access to the Supplier Platform in source-code form.

8.2. Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

8.2.1. is or becomes publicly known other than through any act or omission of the receiving Party;

8.2.2. was in the other Party's lawful possession before the disclosure;

8.2.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

8.2.4. is independently developed by the receiving Party, which independent development can be shown by written evidence.

8.3. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

8.4. Each Party may provide the Confidential Information to its contractors, suppliers or partners (the "Representatives") but only to the extent necessary to provide or receive the Services under this Agreement and only if the Representatives are subject to a legally binding as this Agreement to protect the Confidential Information and preventing any further disclosure.

8.5. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

9. PERSONAL DATA

9.1. The Customer agrees that by submitting any individual's personal information to Supplier, Customer agrees and confirms its authority for Supplier's collection, use and disclosure of such personal information in order to provide the Services under this Agreement.

9.2. If Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Parties record their intention that to the extent that the EU General Data Protection Regulation (the "GDPR") applies, Customer shall be the data controller and Supplier shall be a data processor.

9.3. The Data Processing Agreement at Annex 1 sets out the terms under which personal data is processed under this Agreement for the purposes of the GDPR or any other applicable data protection legislation. Any Customer processing personal data of EU citizens must accept the terms of the Data Processing Agreement before any Customer Request may be created on the Supplier Platform.

9.4. The Privacy Dashboard will enable the Customer to manage the privacy settings for Customer Requests and select the processing authorisations relating to the Submission Data. The Customer

will be required to complete the relevant sections on the Privacy Dashboard before any Customer Request may be created on the Supplier Platform. The Customer will be required to update the Privacy Dashboard in the event that the processing activities under this Agreement change at any time.

10. INDEMNITY

10.1. Subject to clause 11, Supplier shall defend the Customer against any third party claims that the Supplier IP infringes any copyright, trade mark or database right and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

10.1.1. Supplier is given prompt notice of any such claim;

10.1.2. the Customer provides reasonable co-operation to Supplier in the defence and settlement of such claim, at Supplier's expense; and

10.1.3. Supplier is given sole authority to defend or settle the claim.

10.2. In the defence or settlement of any claim, Supplier may procure the right for the Customer to continue using the Supplier IP, replace or modify the Supplier IP so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) days' notice to the Customer without any additional liability to the Customer as a result of such early termination.

10.3. In no event shall Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

10.3.1. a modification of the Supplier IP by anyone other than Supplier; or

10.3.2. the Customer's use of the Supplier Platform in a manner contrary to the instructions given to the Customer by Supplier or in breach of the terms of this Agreement; or

10.3.3. the Customer's use of the Supplier Platform after notice of the alleged or actual infringement from Supplier or any appropriate authority.

10.4. The foregoing states the Customer's sole and exclusive rights and remedies, and Supplier's (including Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any intellectual property right.

10.5. The Customer shall indemnify the Supplier, its employees, agents and sub-contractors for any breach by the Customer, the Authorised Users or the Applicant of the provisions of this Agreement including to the extent applicable, the Acceptable Use Agreement and the Data Processing Agreement.

11. LIMITATION OF LIABILITY

11.1. This clause 11 sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, contributing experts, agents and sub-contractors) to the Customer.

11.2. Nothing in this Agreement excludes the liability of Supplier, for death or personal injury caused by Supplier's negligence or for fraud or fraudulent misrepresentation.

11.3. Nothing in this agreement excludes the liability of the Supplier to the Applicant (including any liability for the acts or omissions of its employees, contributing experts, agents and sub-contractors). Applicants will be able to take action against directly against the Supplier and claim damages where they have "suffered material or immaterial damage including distress" as a result of an infringement of the Supplier.

11.4. Nothing in this agreement excludes the liability of the Supplier to fines imposed by statutory bodies resulting from any breach of this Agreement and/or breach of Data Protection Legislation by the Supplier and/or its sub-processors.

11.5. Subject to clause 11.2, 11.3 and 11.4:

11.5.1. Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information including the Submission Data, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

11.5.2. Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.

12. TERM AND TERMINATION

12.1. This Agreement shall, subject to early termination in accordance with this Agreement, commence on the Effective Date and shall continue for the Subscription Term. The Subscription Term may be extended by Agreement of the Parties and payment of the relevant Fees (if any). Subject to any extension of the Subscription Term as agreed in writing by the Parties, this Agreement will automatically terminate at the end of the Subscription Term.

12.2. Supplier may grant access to the Supplier Platform on a trial basis under this Agreement. Such access may be terminated by Supplier at any time.

12.3. Supplier may terminate this Agreement for convenience at any time on thirty (30) days' notice to the Customer provided that any such termination shall not affect any Services already paid for by the Customer.

12.4. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement without liability to the other if:

12.4.1. the other Party is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy, or the other Party has failed to remedy that breach within twenty (20) days after receiving written notice requiring it to remedy that breach; or

12.4.2. the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the

assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

12.5. On termination of this Agreement for any reason:

12.5.1. the licenses to the Supplier Platform granted under this Agreement shall immediately terminate;

12.5.2. Each Party shall make no further use of any Confidential Information (and all copies) belonging to the other Party;

12.5.3. All Customer and Applicant data provided to the Supplier Platform along with all backups and copies will be deleted in accordance with the Data Retention Policy

12.5.4. Supplier shall, where practicable, make the Customer Site available and Customer shall be able to download the Submission Data from the Customer Site up to the date of termination. Thereafter Supplier may destroy the Submission Data in its possession; and

12.5.5. the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

13. FORCE MAJEURE

Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Supplier or any other Party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

14. GENERAL PROVISIONS

14.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

14.2. This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

14.3. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

14.4. The Customer shall not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.5. Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.6. Any notice to be given under this Agreement will be in writing and addressed to the Party at the address stated in the Order Form. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the Party which sent the notice receives confirmation of receipt by the applicable method of transmittal, or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

14.7. The terms and conditions in the Order Form shall prevail over the terms and conditions in this subscription agreement to the extent of any conflict. Terms contained in any purchase order or acknowledgement will be of no effect, even if such acknowledgement provides that Supplier's acceptance of the purchase order is conditioned on Customer's agreement to the proposed terms contained in such purchase order or acknowledgement.

14.8. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with: the laws of the Republic of Ireland and the Parties irrevocably agree that in relation to any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) the courts of the Republic of Ireland shall have jurisdiction.

Annex 1: DATA PROCESSING AGREEMENT

This DATA PROCESSING AGREEMENT FORMS PART OF THE SUBSCRIPTION AGREEMENT (the "Agreement") ENTERED INTO BY THE CUSTOMER (AS DEFINED BELOW) AND forms a legally binding agreement between THE CUSTOMER and SUBMIT SOFTWARE SOLUTIONS LIMITED (A COMPANY INCORPORATED IN THE REPUBLIC OF IRELAND WITH REGISTERED NUMBER 524568 AND REGISTERED ADDRESS AT VICTORIA HOUSE, VICTORIA ROAD, CORK, IRELAND (THE "SUPPLIER"). This is a DATA PROCESSING AGREEMENT DESCRIBING THE AGREEMENT OF THE PARTIES RELATING TO THE PROCESSING OF PERSONAL DATA (AS DEFINED BELOW) UNDER THIS AGREEMENT.

1. INTRODUCTION

1.1. In the course of the Agreement, the Supplier will process and/or use Personal Data on behalf of the Customer.

1.2. This Data Processing Agreement specifies the obligations of the Parties when processing personal data for the purposes of the GDPR and applicable data protection legislation (the "Privacy Laws").

1.3. Capitalised terms used in this Data Processing Agreement but not defined herein shall have the meaning provided in the Subscription Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1. The following definitions shall apply for the purposes of this Data Processing Agreement:

Customer: means the organisation specified as Data Controller on the Data Record.

Data Controller: has the meaning provided as "Controller" in the GDPR.

Data Processor: has the meaning provided as "Processor" in the GDPR.

GDPR: means regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Personal Data: means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Privacy Notice: means the privacy notice made available by the Customer to Applicants.

3. OBLIGATIONS OF THE DATA PROCESSOR

3.1. Data Processor will comply with the provisions of the Privacy Laws in connection with all processing of Personal Data undertaken hereunder.

3.2. Data Processor is allowed to collect, process or use Personal Data only within the scope of the Services provided and in compliance with the instructions of Data Controller.

3.3. Data Processor shall provide the Services to meet the technical and organizational measures specified as part of the Data Record. Data Processor may change the safety measures specified on the Privacy Dashboard but must ensure that the level of protection does not thereby fall below the contractually stipulated level of protection.

3.4. The information available on the Privacy Dashboard may be used to create of a record of processing activities in accordance with Article 30 of the GDPR.

3.5. At Data Controller's request, Data Processor shall provide all information necessary for the purposes of any data protection impact assessment pursuant to Article 35 and Article 36 of the GDPR.

3.6. Data Processor shall notify the Data Controller, as soon as reasonably practicable, in the event of violations against laws and regulations relating to the protection of Personal Data or against the provisions of this Data Processing Agreement committed by Data Processor or the persons employed by Data Processor within the scope of the Agreement. Data Processor shall immediately adopt the measures necessary to secure Personal Data and to reduce any potential negative consequences for the People and shall immediately coordinate with Data Controller in this regard. Data Processor shall assist Data Controller in complying with the reporting requirements stipulated in Article 33 of the GDPR.

3.7. The name of the Data Processor's and the Data Controller's designated contact for all data protection issues that fall within the scope of this Agreement is set out in the Data Record.

3.8. Data Processor must not use the Personal Data transmitted to it for any purposes other than those stipulated in this Agreement or the Data Record.

3.9. All retention periods relevant to the Personal Data processed by the Data Processor will be as specified by the Data Controller in the Data Record.

4. END USER PERSONAL DATA

4.1. The Data Processor will collect the Personal Data of Applicants in order to provide the Services as further described in the Data Record.

4.2. The Data Controller understands that it is responsible for ensuring compliance with the Privacy Laws as Data Controller of the Applicant Personal Data and in particular will ensure that the Applicants are provided with the required information about processing as is required under the Privacy Laws. The Customer may upload their Privacy Notice to the Privacy Dashboard so that this will be made available to the Applicants when applying for Customer Requests.

5. OBLIGATIONS OF THE DATA CONTROLLER

5.1. Data Controller will comply with the provisions of the GDPR.

5.2. Data Controller must notify Data Processor, if it identifies errors or irregularities relating to the requirements of the GDPR with regard to the processing activities under this Agreement.

5.3. Data Controller must ensure that in connection with all Personal Data provided to the Data Processor that it has complied with Article 6 and Article 9 of the GDPR to ensure that the Data Controller has a lawful basis for processing the Personal Data.

5.4. If the Data Controller is relying on consent as a lawful basis for processing the Data Controller shall ensure that it complies with the provisions of Article 7 of the GDPR in relation to such consent.

5.5. Data Controller acknowledges that the Data Processor is reliant on the Data Controller for direction as to the extent to which the Data Processor is entitled to use and process the Personal Data. Consequently, the Data Processor will not be liable for any claim brought by a data subject arising from any action or omission by the Data Processor, to the extent that such action or omission resulted from the instructions of the Data Controller.

6. DATA SUBJECT ACCESS REQUESTS

6.1. If Data Controller has an obligation to provide a data subject with information on the collection, processing or use of their Personal Data, Data Processor will assist Data Controller in making this information available. Data Controller must request Data Processor's written assistance specifying the Personal Data required. Data Processor shall not respond directly to any data subject requests for information and shall refer the data subject to Data Controller and inform Data Controller in writing about the details of any request received.

6.2. If a data subject requests Data Processor to correct, delete or block Personal Data, Data Processor shall refer the data subject to Data Controller and inform Data Controller in writing of the details of the request.

7. SUB PROCESSORS

7.1. Data Processor must have all sub-processors approved by Data Controller before providing any Personal Data to them for processing in connection with the Services.

7.2. The Data Controller approves the sub-processors specified in the Data Record and it is acknowledged that the Data Processor may provide those approved sub-processors with Personal Data in order to provide the Services under this Agreement.

7.3. The Data Processor must ensure that all processing undertaken with any sub-processor imposes materially the same terms and conditions on the sub-processor as are imposed on the Data Processor under this Agreement.

7.4. The Privacy Dashboard will specify any sub processors that the Data Controller agrees may be used by the Supplier in order to provide the Services. In the event that the Supplier is processing Personal Data of European citizens and the Supplier uses any sub processor situated in a country outside of the European Economic Area, or for which the European Commission has not determined that such country ensures an adequate level of protection, the sub-processor and the Supplier will conclude the standard contractual clauses for the transfer of personal data to processors established in third countries published by the European Commission in decision 2010/593/EC ("Standard

Contractual Clauses”) or such other legal method of transfer as approved by the European Commission.

8. AUDIT AND ASSESSMENT

8.1. The Data Processor will allow its implementation and compliance with its obligations under this Data Processing Agreement to be audited by the Data Controller or an external auditor approved by the Data Controller at least annually. If and insofar as the audit indicates that the Data Processor’s compliance falls short on one or more aspects, the Data Processor will make concrete proposals for improvements in this respect, if possible, in the context of its continuous improvement program.

8.2. The Data Processor will enable the Data Controller, at its first request, to assess the Data Processor’s compliance with its obligations. Prior to the assessment, Data Controller will inform the Data Processor in writing about the reason for the assessment and manner in which it will be conducted.

8.3. If the audit/assessment referred to in paragraph 8.2 identifies any gaps in the Data Processors processing activities which are not compliant with this Agreement or the relevant Privacy Laws the Data Controller has the right to ask the Data Processor to update the technical and organizational security measures taken so that they are in line with the relevant requirements. The Data Processor will provide all reasonable cooperation and as soon as reasonably practicable implement the necessary modifications indicated by the Data Controller.

Annex 2: ACCEPTABLE USE AGREEMENT

1.1. Capitalised terms used in this Data Processing Agreement but not defined herein shall have the meaning provided in the Subscription Agreement.

2.1. Except as expressly permitted by any local law, you hereby warrant and undertakes not to:

2.1.1 use the Services for any unlawful or illegal purpose, act dishonestly, fraudulently or unprofessionally by engaging in unprofessional behaviour by posting inappropriate, inaccurate, or objectionable content to or through the Supplier Platform;

2.1.2. input personal or special categories of personal data (as defined under the GDPR) relating to an Applicant without explaining the purpose of the collection and processing of such data to the data subject;

2.1.3. make any temporary or permanent reproduction by any means and in any form, in whole or in part, of the permanent aspects of the Supplier Platform;

2.1.4. make any translation, adaptation, arrangement or any other alteration of the permanent aspects of the Supplier Platform;

2.1.5. make any form of distribution to the public of the content of the Supplier IP, in whole or in part, or of copies thereof;

2.1.6. remove or alter any copyright or other proprietary notice from any part of the Supplier IP;

1.1.7. disseminate, sell, give away, hire, lease, offer or expose for sale or distribute the Supplier Platform, or another product wholly or partially derived from any of the foregoing;

2.1.8. create a user account for anyone other than a natural person;

2.1.9. input personal data relating to any individual illegally;

2.1.10. harass, abuse or harm another person, including sending unwelcomed communications to others using the Supplier Platform;

2.1.11. use or attempt to use another's account or create a false identity using the Supplier Platform;

2.1.12. participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople for the purposes of creating a pyramid scheme or other similar practices;

2.1.13. use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or any part of the Supplier Platform;

2.1.14. use bots or other automated methods to access the Supplier Platform, add or download contacts, send or redirect messages, or perform other activities through the Supplier Platform, unless explicitly permitted by the Supplier;

2.1.15. engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Supplier Platform or any website from which the Supplier Platform is provided;

2.1.16. attempt to or actually override any security component included in or underlying the Supplier Platform;

2.1.17. engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on the Supplier's infrastructure, including, but not limited to, sending unsolicited communications to other users or Supplier personnel, attempting to gain unauthorised access to the Supplier Platform, or transmitting or activating computer viruses through or on the Supplier Platform; or

2.1.18. upload, post, email, transmit or otherwise make available or initiate any content that:

i. falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym;

ii. is unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable;

iii. includes information that you do not have the right to disclose, use or make available under any law or under contractual or fiduciary relationships;

iv. infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;

v. includes any unsolicited or unauthorised communication, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation and/or infringes upon the rights of individuals under applicable data protection laws where the Services are used.

Annex 3: ORDER FORM

1. DEFINITIONS & Interpretation

1.1. Capitalised terms used in this Data Processing Agreement but not defined herein shall have the meaning provided in the Subscription Agreement.

Team Users: refers to Authorised Users of the Supplier Platform

Application: means the online or hardcopy form which may include video and sound recordings, completed by the Applicant applying for the Customer Request;

Form: means the form that is created by the Customer while creating a Customer Request

2. LIMITATIONS on the use of the Supplier Platform

2.1. Number of Team Users: *****

2.2. Number of Applications: *****

2.3. Number of Forms: *****

2.4. Price: *****

2.5. Percentage Tax: *****

2.6. Billing Period: *****

Annex 4: DATA RETENTION AGREEMENT

1. All data stored on the Supplier Platform along with all copies and backups will be deleted 30 days after termination of the contract.
2. All data stored on the Supplier Platform along with all copies and backups will be deleted within 48 hours of a written instruction by the Customer to do so, whether the contract has been terminated or not.