

Data Processing Agreement

Background to this Agreement

- A. This Data Processing Agreement (“**Agreement**”) forms part of the Principal Agreement (defined below) between you (the “**Company**” or “**you**”) and the applicable 6clicks entity as specified in the Principal Agreement (“**6clicks**” and the “**Data Processor**”) (together as the “**Parties**”). All capitalized terms not defined in this Agreement have the meanings set forth in the Principal Agreement.
- B. 6clicks is committed to handling your Personal Data responsibly and complying with the legal requirements of Data Processing.
- C. This Agreement will be effective on the later of (i) the effective date of the Principal Agreement or (ii) the date both parties execute this Agreement (“**Effective Date**”).
- D. In case of any conflict or inconsistency with the terms of this Agreement or the Principal Agreement, this Agreement will take precedence over the terms of the Principal Agreement to the extent of such conflict or inconsistency.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 “**Agreement**” means this Data Processing Agreement and all Annexures;

1.1.2 “**California Personal Information**” means Personal Data that is subject to the protection of the CCPA;

1.1.3 “**CCPA**” means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018);

1.1.4 “**Consumer**” “**Business**”, “**Sell**” and “**Service Provider**” will have the meanings given to them in the CCPA;

1.1.5 “**Company Personal Data**” means any Personal Data Processed

by a Sub- Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.6 “**Data Protection Laws**” means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws, the CCPA and the data protection and privacy laws of Australia; in each case as amended, repealed, consolidated or replaced from time to time;

1.1.7 “**Europe**” means the European Union, the European Economic Area or their member states, Switzerland and the United Kingdom;

- 1.1.8 **"European Data Protection Laws"** means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its corresponding ordinances ("**Swiss DPA**");
- 1.1.9 **"Platform"** means 6clicks's online software and mobile app that enables customers to manage risk and compliance processes, provided on a 'software-as-a-service' basis;
- 1.1.10 **"Principal Agreement"** means the contract in place between you and 6clicks in connection with the Platform and associated services;
- 1.1.11 **"Restricted Transfer"** means a transfer (directly or via onward transfer) of Personal Data that is subject to European Data Protection Law to a country outside Europe that is not subject to an adequacy decision by the European Commission, or the competent UK or Swiss authorities (as applicable);
- 1.1.12 **"Standard Contractual Clauses"** or "**SCCs**" means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021 as may be amended, superseded or replaced;
- 1.1.13 **"Sub-processor"** means any person appointed by or on behalf of 6clicks to process Personal Data on behalf of the Company in connection with the Agreement or the Principal Agreement; and
- 1.1.14 **"UK Addendum"** means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 as may be amended, superseded, or replaced.
- 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.
- 2. Processing of Company Personal Data**
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- 2.1 You have instructed 6clicks to process Company Personal Data.
- 2.2 A description of the processing of

Personal Data related to the Platform and associated services, as applicable, is set out in Annexure 1. 6clicks may update the description of processing from time to time to reflect new products, features or functionality comprised within the Platform or associated services. 6clicks will update the relevant documentation to reflect such changes.

3. Obligations of the Parties

Data Processor

6clicks shall:

- 3.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data;
- 3.2 not Process Company Personal Data other than for the purpose described in this Agreement or as otherwise agreed within the scope of your documented instructions except where otherwise required by local law(s) that are not incompatible with the Data Protection Laws;
- 3.3 not “sell” the Company Personal Data within the meaning of the CCPA or otherwise; and
- 3.4 not be responsible for compliance with any Data Protection Laws applicable to you which are not generally applicable to 6clicks.

The Company

- 3.5 Within the scope of the Agreement and in your use of the Platform and associated services, you will be responsible for complying with all requirements that apply to you under applicable Data Protection Laws with respect to your Processing of Personal Data and the instructions you issue to 6clicks.
- 3.6 You acknowledge and agree that you will be solely responsible for:
 - 3.6.1 the accuracy, quality, and legality of Company Personal Data and the means by which you

acquired the Company Personal Data;

- 3.6.2 complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations;
- 3.6.3 ensuring you have the right to transfer, or provide access to, the Personal Data to 6clicks for Processing in accordance with the terms of the Principal Agreement (including this Agreement);
- 3.6.4 ensuring that your instructions to 6clicks regarding the Processing of Personal Data complies with applicable laws, including Data Protection Laws;
- 3.6.5 independently determining whether the data security provided for in the Platform adequately meets your obligations under applicable Data Protection Laws. You are also responsible for your secure use of the Platform, including protecting the security of Personal Data in transit to and from the Platform (including to securely backup or encrypt any such Personal Data); and
- 3.6.6 complying with all applicable laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Platform, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email

deployment practices.

3.6.7 informing 6clicks without undue delay if you are not able to comply with your responsibilities under clause 3.6 or applicable Data Protection Laws.

3.7 The Parties agree that the Principal Agreement (including this Agreement), together with your use of the Platform and associated services in accordance with the Principal Agreement, constitute your complete instructions to 6clicks in relation to the Processing of Personal Data.

4. Processor Personnel

6clicks shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Sub-Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with applicable laws in the context of that individual's duties to the Sub-Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1 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, the 6clicks shall, in relation to the Company Personal Data, implement appropriate technical and organizational security 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.

5.2 A list of 6clicks' security protocols is attached as Annexure 2.

5.3 In assessing the appropriate level of security, 6clicks shall take account the risks that are presented by Processing, in particular from a Personal Data Breach perspective.

6. Subprocessing

6.1 You agree that 6clicks may engage Sub-processors to process Company Personal Data on your behalf.

6.2 A list of Sub-processors is included as Annexure 3 to this Agreement. 6clicks may update this list from time to time.

6.3 6clicks shall:

6.3.1 enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect the Company Personal Data to the standard required by applicable Data Protection Law (and in substance, to the same standard provided by this Agreement); and

6.3.2 remain liable to you if such Sub-processor fails to fulfill its data protection obligations with regard to the relevant processing activities under applicable Data Protection Law.

7. Data Subject Rights

7.1 The Platform provides you with a number of controls that you can use to retrieve, correct, delete or restrict Personal Data, which can assist you in connection with your obligations under Data Protection Laws, including your obligations relating to responding to requests from Data Subjects to exercise their rights under applicable

Data Protection Laws.

7.2 To the extent that you are unable to independently address a Data Subject request and taking into account the nature of the Processing, 6clicks shall assist you implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.3 6clicks shall:

7.3.1 promptly notify you if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

7.3.2 ensure that it does not respond to that request except on your documented instructions or as required by applicable laws to which the Processor is subject, in which case 6clicks shall to the extent permitted by applicable laws inform you of that legal requirement before the Sub-Processor responds to the request.

8. **Personal Data Breach**

8.1 6clicks shall notify you without undue delay (but ultimately within 72 hours) upon becoming aware of a Personal Data Breach affecting Company Personal Data, by providing you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

8.2 6clicks shall co-operate with the you and take reasonable commercial steps as are directed by you to assist in the investigation, mitigation and

remediation of each such Personal Data Breach.

9. **Data Protection Impact Assessment and Prior Consultation**

6clicks shall provide reasonable assistance to you with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to 6clicks and the Sub-Processors.

10. **Deletion or return of Company Personal Data**

10.1 Subject to this clause 10, 6clicks shall promptly and in any event within 10 business days of the date of cessation of the Principal Agreement or provision of the Platform involving the Processing of Company Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Company Personal Data.

10.2 6clicks shall provide written certification to Company that it has fully complied with this section 10 within 10 business days of the Cessation Date.

10.3 The obligation under this clause 10 does not apply to the extent that 6clicks is required by applicable law to retain some or all of the Company Personal Data.

11. **Audit rights**

11.1 To the extent that you cannot be reasonably satisfied of 6clicks' compliance with this Agreement and where required by applicable Data Protection Laws, 6clicks shall make available to you on request all

information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of the Company Personal Data by the Sub-Processors.

- 11.2 Information and audit rights of the Company only arise under section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.
- 11.3 Notwithstanding the foregoing, any audit (or inspection) must be conducted during 6clicks' regular business hours, with reasonable advance notice (which may not be less than 45 calendar days) and subject to reasonable confidentiality procedures (which may include the parties entering into a non-disclosure agreement).

12. Data Transfer

- 12.1 To the extent that 6clicks transfers the Data (or permits the Data to be transferred) to a country other than the country in which the Data was first collected, it shall first take such measures as are necessary to ensure that the transfer is made in compliance with applicable Data Protection Laws. Such measures may include (without limitation) transferring the Data to a recipient that has executed standard contractual clauses adopted by the European Commission, UK Secretary of State or Information Commissioner's Office or Brazilian Data Protection Authority (as applicable) or transferring the Data to a recipient that has executed a contract with 6clicks that ensures the Data will be protected to the standard required by applicable Data Protection Laws. 6clicks will also protect the Data in a way that overall provides comparable safeguards to the country in which the Data was first collected.

13. Standard Contractual Clauses

- 13.1 To the extent that the transfer of Data from you to 6clicks involves a Restricted Transfer, the SCCs shall be incorporated by reference and form an integral part of this Agreement with you as "data exporter" and 6clicks as "data importer".
- 13.2 For the purposes of the SCCs: (i) the module two (controller to processor) terms shall apply to the extent that you are the Controller of the Data and the module three (processor to processor) terms shall apply to the extent that you are a Processor of the Data; (ii) in Clause 9, Option 2 shall apply and the time period for prior notice of Sub-processor changes will be as set out in clause 6 of this Agreement; (iii) in Clause 11, the optional language shall be deleted; (iv) in Clause 17, Option 2 shall apply and the SCCs shall be governed by Irish law; (v) in Clause 18(b), disputes shall be resolved before the courts of Ireland; (vi) the Annexes of the SCCs shall be populated with the information set out in the Annexes to this Agreement; and (vii) if and to the extent the SCCs conflict with any provision of the Agreement the SCCs shall prevail to the extent of such a conflict.

14. UK Transfers

In relation to Data that is protected by the UK GDPR the SCCs as incorporated under clause 13 shall apply with the following modifications: (i) the SCCs shall be amended as specified by the UK Addendum, which shall be incorporated by reference; (ii) Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed using the information contained in the Annexes of this Agreement; (iii) Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "exporter"; and (iv) any conflict between the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

15. Swiss Transfers

In relation to Data that is protected by the Swiss DPA, the SCCs as incorporated under Section 2.4 shall apply with the following modifications: (i) references to “Regulation (EU) 2016/679” shall be interpreted as references the Swiss DPA; (ii) references to “EU,” “Union,” and “Member State” shall be replaced with “Switzerland”; (iv) references to the “competent supervisory authority” and “competent courts” shall be interpreted as references to the “Swiss Federal Data Protection and Information Commissioner” and the “competent Swiss courts”; and (v) the SCCs shall be governed by the laws of Switzerland and disputes shall be resolved before the competent Swiss courts.

16. Additional Provisions for California Personal Information

In relation to Data that is protected by the CCPA, then the parties acknowledge that when processing California Personal Information in accordance with your instructions, the parties agree that you are a Business and we are a Service Provider for the purposes of the CCPA and that we will Process California Personal Information as a Service Provider strictly for the purpose of supplying the Platform and associated services under the Principal Agreement (the "Business Purpose").

17. Limitation of Liability

Each parties' liability, taken in aggregate, arising out of or related to this Agreement (and any other Data Processing Agreements or equivalent document between the parties) and the SCCs (where applicable), whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' clause of the Principal Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its affiliates under the Principal Agreement (including this Agreement).

18. General Terms

18.1 **Confidentiality:** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement (“**Confidential Information**”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law;
- (b) the relevant information is already in the public domain.

18.2 **Notices:** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

18.3 **Amendments:** Notwithstanding anything else to the contrary in this Agreement, we reserve the right to make any updates and changes to this Agreement.

18.4 **Severability:** If any individual provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement will not be affected.

19. Governing Law and Jurisdiction

19.1 This Agreement will be governed by and construed in accordance with governing law and jurisdiction provisions in the Principal Agreement, unless required otherwise by a Data Protection Law.

EXECUTED BY THE PARTIES

Company Signature

COMPANY	Company name (Required): _____ Address: _____ Signature (Required): _____ Name (Required): _____ Title (Optional): _____ Date (Required): _____ EU Representative (Required only where applicable): _____ Contact details: _____ Data Protection Officer (Required only where applicable): _____ Contact details: _____
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6clicks Signatures

Notwithstanding the signatures below of any other 6clicks entity, a 6clicks entity is not a party to this Agreement unless they are a party to the Principal Agreement for the provision of the Platform to the Company.

Data Protection Point of Contract: Andrew Robinson
Contract Details: andrew@6clicks.com

6clicks Trading Pty Ltd	Signature: <u><i>A Robinson</i></u> Name: Andrew Robinson Title: Founder and CISO Date: 9 October 2024
6clicks Inc	Signature: <u><i>A Robinson</i></u> Name: Andrew Robinson Title: Founder and CISO Date: 9 October 2024
6clicks International Ltd	Signature: <u><i>A Robinson</i></u> Name: Andrew Robinson Title: Founder and CISO Date: 9 October 2024

Annexure 1A List of Parties

Data Exporter	
Name	
Address / Email Address:	
Contract Person's Name, Position, Contract Details	
Activities relevant to the Transfer	
Role	

Signature and Date:

Data Importer	
Name	6clicks
Address / Email Address:	Level 10, 440 Collins St, Melbourne 3000
Contract Person's Name, Position, Contract Details	Andrew Robinson, Founder and CISO, Level 10, 440 Collins St, Melbourne 3000
Activities relevant to the Transfer	Activities relevant to the Data transferred under these clauses: Processing of Personal Data in connection with Company's use of the Platform and associated services under the Principal Agreement.
Role	Processor

Signature and Date:

A Robinson

9 October 2024

Annexure 1B Description of Processing and Transfer

<p><i>Categories of Data Processing</i></p>	<p>You may submit Personal Data in the course of using the Platform, the extent of which is determined and controlled by you in your sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:</p> <p>Your contacts and other end users including your employees, contractors, collaborators, customers, vendors, prospects, suppliers and subcontractors.</p>
<p><i>Categories of Personal Data Transferred</i></p>	<p>Contact information such as name, email addresses, roles and associated risk & compliance activity and any other Personal Data submitted by you or your users via the Platform.</p>
<p><i>Sensitive Data Transferred?</i></p>	<p>The parties do not anticipate the transfer of sensitive data.</p>
<p><i>Frequency of the Transfer</i></p>	<p>Continuous basis, based on the Company's use of the Platform and the associated services.</p>
<p><i>Nature of the Processing</i></p>	<p>Personal Data will be Processed in accordance with the Principal Agreement (including this Agreement) and may be subject to the following Processing activities:</p> <ul style="list-style-type: none"> A. Storage and other Processing necessary to provide, maintain and improve the Platform and associated services provided to you; and/or B. Disclosure in accordance with the Principal Agreement (including this Agreement) and/or as compelled by applicable laws.
<p><i>Purpose of the Data Transfer</i></p>	<p>We will Process Personal Data as necessary to provide the Platform or associated services pursuant to the Principal Agreement and as further instructed by you in your use of the Platform or associated services.</p>
<p><i>Duration of Processing</i></p>	<p>Subject to the 'Deletion or Return of Personal Data' section of this Agreement, we will Process Personal Data for the duration of the Principal Agreement, unless otherwise agreed in writing.</p>

Annexure 1C Competent Supervisory Authority

For the purposes of the Standard Contractual Clauses, the supervisory authority that will act as competent supervisory authority will be determined in accordance with GDPR.

Annexure 2 – Technical and Organizational Security Measures

6clicks currently observe the Technical and Organizational Security Measures described in this Annex 2. For more information on these security measures, please refer to 6clicks’ Security Policy available via the Trust Portal or the Platform.

Measure	Description
<i>Outsourced Processing</i>	Platform is hosted with outsourced cloud infrastructure providers. Additionally, 6clicks maintains contractual relationships with vendors in order to provide the Services in accordance with our Principal Agreement. 6clicks rely on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.
<i>Physical & Environmental Security</i>	6clicks host product infrastructure with multi-tenant, outsourced infrastructure providers. The physical and environmental security controls are audited for ISO 27001 compliance, among other certifications.
<i>Authentication</i>	6clicks implement a uniform password policy for all customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.
<i>Authorization</i>	Customer Data is stored in multi-tenant storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of our products is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user’s permissions against the attributes associated with each data set.
<i>Network Accessibility</i>	Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the product infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.
<i>Intrusion Detection</i>	6clicks implements a Web Application Firewall (WAF) solution to protect hosted customer websites and other internet-accessible applications. The WAF is designed to identify and prevent attacks against publicly available network services.
<i>Redundancy</i>	6clicks products are designed to ensure redundancy and seamless failover. The server instances that support the products are also architected with a goal to prevent single points of failure. This design assists our operations in maintaining and updating the product applications and backend while limiting downtime.
<i>Availability</i>	6clicks implement measures to ensure that data is protected from accidental destruction or loss. This is enabled by our backup, recovery and mobile device management controls and procedures.
<i>User Access</i>	User access controls are designed to prevent data processing by unauthorised persons. Access rights to systems are subject to approval according to user responsibilities and duties. Access is reviewed on a regular basis and audit logging of user access is retained.
<i>Cyber & Information Security Framework</i>	Measures to provide management direction and support for information security in accordance with business requirements and relevant standards, laws and regulations.
<i>Business Continuity</i>	Measures to counteract interruptions to business activities including the effects of major failures or disasters and to ensure timely resumption when they occur.
<i>Human Resource Security</i>	Measures to ensure that employees including any contractors are suitable for their roles and off boarded appropriately when required.

<i>Identity and Access</i>	Measures to ensure employees, any contractors and customers have the right access to information.
<i>Information Security Incident Management</i>	Measures to ensure a consistent and effective approach to the management of information security incidents, including communication on security events and weaknesses.
<i>IT Operations Security</i>	Measures to ensure the correct and secure operation of information processing facilities including antimalware, vulnerability management, encryption at rest and security event logging.
<i>Network Security</i>	Measures to protect networks and information in transit over networks.
<i>Physical & Environmental Security</i>	Measures to prevent unauthorized physical access, damage and interference to the organization's premises, information and equipment.
<i>Supplier Security</i>	Measures to ensure protection of the organization's assets that is accessible by suppliers including cloud service providers used by 6clicks.
<i>Software Development</i>	Measures to ensure that information security is designed and implemented with the development or acquisition of new systems including secure coding and security testing.
<i>Data Management and Retention</i>	Measures to ensure that information assets and data are disposed of securely when no longer required to minimize data loss risks.

Annexure 3 - List of Sub-Processors

This Annexure 3 is incorporated into the Agreement and the Principal Agreement. This annexure explains how 6clicks engages with Sub-Processors.

Sub-Processor	Purpose	Location
Microsoft Corporation (Azure)	Application hosting infrastructure	Australia, United States, United Kingdom and other available regions
Cloudflare, Inc.	Web infrastructure and website security, providing Domain Name Services, Content Delivery Network services, DDoS mitigation and Web Application Firewall security services	Local **Data Centers located all around the world (Traffic will be automatically routed to the nearest data center)
Twilio, Inc. (Sendgrid)	Application generated email notifications	United States
Google LLC a subsidiary of Alphabet Inc. (reCAPTCHA)	Form submission spam prevention	United States
DocuSign, Inc.	Digital signature signing	United States
HubSpot, Inc.	Customer Relationship Management platform	United States
Maxio LLC	Billing and financial operations	United States
Leen, Inc.	Optional Continuous Control Monitoring (CCM) integrations	Australia, United States and United Kingdom