

Data Processing Agreement

Background to this Agreement

- A. 6clicks Trading Pty Ltd ACN 634 263 166 (“**6clicks**” and the “**Data Processor**”) is committed to handling your personal data responsibly and complying with the legal requirements of data processing.
- B. This Data Processing Agreement (“**Agreement**”) forms part of your agreement with 6clicks in relation to the 6clicks Platform (“**Principal Agreement**”) between 6clicks and you (the “**Company**”) (together as the “**Parties**”).
- C. This agreement complies with the legal framework requirements of data processing and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), where applicable.
- D. By clicking “I Accept”, accessing, downloading and using the Platform, you warrant your acceptance of and agree to be bound by the terms and conditions of this Agreement as set out below.
- E. If you do not accept the terms of this Agreement you are not authorised to subscribe to or use the Platform.

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 Schedules;

1.1.2 “**Company Personal Data**” means any Personal Data Processed by a Contracted Processor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.3 “**Contracted Processor**” means a Subprocessor;

1.1.4 “**Data Protection Laws**” means EU Data Protection Laws and, to

the extent applicable, the data protection or privacy laws of any other country;

1.1.5 “**EEA**” means the European Economic Area;

1.1.6 “**EU Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;

1.1.7 “**GDPR**” means EU General Data Protection Regulation 2016/679;

1.1.8 “**Data Transfer**” means:

1.1.8.1 a transfer of Company Personal

- Data from the Company to a Contracted Processor; or
- 1.1.8.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor,
- in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws);
- 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 **"Subprocessor"** means any person appointed by or on behalf of the Data Processor to process Personal Data on behalf of the Company in connection with the Agreement.
- 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

- 2.1 The Data Processor shall:
- 2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and
- 2.1.2 not Process Company Personal Data other than on the relevant Company's documented instructions.
- 2.2 The Company instructs Processor to process Company Personal Data.
- 2.3 The Data Processor handles personal information in accordance with their Privacy Policy. A copy of this Privacy Policy is available [here](#).

3. Processor Personnel

The Data Processor shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted 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 Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

- 4.1 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 Data

Processor shall, in relation to the Company Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

- 4.2 A list of 6clicks' security protocols is attached as Annexure 1.
- 4.3 In assessing the appropriate level of security, the Data Processor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. **Subprocessing**

- 5.1 The Data Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by the Company.
- 5.2 A list of Subprocessors is included as Annexure 2 to this Agreement.

6. **Data Subject Rights**

- 6.1 Taking into account the nature of the Processing, the Data Processor shall assist the Company by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Company obligations, as reasonably understood by Company, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 6.2 The Data Processor shall:
 - 6.2.1 promptly notify Company if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
 - 6.2.2 ensure that it does not respond to that request

except on the documented instructions of Company or as required by Applicable Laws to which the Processor is subject, in which case The Data Processor shall to the extent permitted by Applicable Laws inform Company of that legal requirement before the Contracted Processor responds to the request.

7. **Personal Data Breach**

- 7.1 The Data Processor shall notify Company without undue delay upon Processor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow the Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 7.2 The Data Processor shall co-operate with the Company and take reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

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

The Data Processor shall provide reasonable assistance to the Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers 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, the Contracted Processors.

9. Deletion or return of Company Personal Data

- 9.1 Subject to this section 9, the Data Processor 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.
- 9.2 The Data Processor shall provide written certification to Company that it has fully complied with this section 9 within 10 business days of the Cessation Date.

10. Audit rights

- 10.1 Subject to this section 10, the Data Processor shall make available to the Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or an auditor mandated by the Company in relation to the Processing of the Company Personal Data by the Contracted Processors.
- 10.2 Information and audit rights of the Company only arise under section 10.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

11. Data Transfer

- 11.1 The Data Processor may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the Company. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European

Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

12. General Terms

- 12.1 **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.

- 12.2 **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.

13. Governing Law and Jurisdiction

- 13.1 This Agreement is governed by the laws of Victoria and Australia.
- 13.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Victoria, subject to possible appeal to the appropriate jurisdictions.

Annexure 1 - Security Measures

Technical and Security Measures

1. Preventing Unauthorized Product Access

- a. **Outsourced processing:** We host our Platform with outsourced cloud infrastructure providers. Additionally, we maintain contractual relationships with vendors in order to provide the Services in accordance with our Principal Agreement. We rely on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.
- b. **Physical and environmental security:** We host our product infrastructure with multi-tenant, outsourced infrastructure providers. The physical and environmental security controls are audited for ISO 27001 compliance, among other certifications.
- c. **Authentication:** We implement a uniform password policy for our customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.
- d. **Authorization:** 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.
- e. **Network access:** 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 Network (VPN) implementations, security group assignment, and traditional firewall rules.
- f. **Intrusion detection and prevention:** We implement 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.
- g. **Redundancy:** Our 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.

- h. Availability: We 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: 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.

Annexure 2 - List of Sub-Processors

Sub-Processor	Purpose	Location
Microsoft Azure	Hosting & Infrastructure	Australia, UAE, United States and United Kingdom
Google reCAPTCHA	Form submission spam prevention	United States
Cloudflare	Used as a web infrastructure and website security, providing content delivery network services, DDoS mitigation, internet security, and distributed domain name server services	Local **Data Centers located all around the world. Traffic will be automatically routed to the nearest data center.
DocuSign	Product E-Signature Functionality	United States
Twilio, Inc. (Sendgrid)	Used as a service for email notifications	United States
HubSpot	Customer Relationship Management platform	United States
Chargebee	Used for securing customer payments	United States