DATA PROCESSING AGREEMENT

The Cognism entity ("**Cognism**") and the counterparty ("**Customer**") identified in the Customer Agreement and/or agreeing to these terms have entered into an agreement for the provision of certain Services by COGNISM pursuant and subject to either (i) Cognism's general terms and conditions available at https://www.cognism.com/customer-terms/gtc ("GTC") or (ii) where the parties have executed a negotiated version of the GTC, a master subscription agreement or any other written agreement, those terms (the "**Customer Agreement**").

This data processing agreement, including any annexes ("**DPA**") forms part of the Customer Agreement and is effective and supersedes any previously applicable terms relating to their subject matter from the date on which Customer signed the Customer Agreement which incorporates it or the parties otherwise agreed to this DPA. Any executed copy of this DPA shall have no effect as between the parties absent (i) a Customer Agreement and (ii) receipt of a copy by COGNISM.

By accepting to enter into this DPA, both parties signing this DPA warrant that they: (a) have full legal authority to be bound to this DPA; (b) have read and understand this DPA; and (c) agree to this DPA.

HOW TO SIGN THIS DPA

(1)   Complete the Customer contact details for notices under clause 8 of this DPA;

(2)   Insert your signature in the field indicated in this DPA; and

(3)   Return a copy of the signed DPA to COGNISM by email to legal@cognism.com.

RECITALS

(A)   For the purpose of providing the Services under the Customer Agreement, Cognism may receive Customer Personal Data for processing.

(B)   The parties have entered into this DPA to provide for the processing of Customer Personal Data and to ensure that there are appropriate provisions and arrangements in place to properly safeguard the Customer Personal Data processed.

AGREED TERMS

1.   INTERPRETATION

1.1   The following definitions apply in this DPA:

Adequate Country	means country or territory that is recognised under European Law as providing adequate protection for Personal Data;
Applicable Data Protection Law	means the law and regulation applicable to processing of Personal Data under the Customer Agreement in any part of the world where COGNISM provides the Services, including but not limited to European Law and US Law;
Controller	means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
Customer Personal Data	means Personal Data pertaining to Customer's users or personnel (data subjects under the EU GDPR or the UK GDPR) in scope for Applicable Data Protection Law and processed by COGNISM as a Processor. The Customer Personal Data and the specific processing of the Customer Personal Data are detailed in Exhibit 1 attached hereto;

European Law	means the law and regulation of the European Union ("**EU**"), the European Economic Area ("**EEA**"), their member states, Switzerland, and the United Kingdom applicable to the processing of Personal Data under the Customer Agreement (including, as applicable, (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) ("**EU GDPR**"); (ii) the EU GDPR as retained into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018 ("**UK GDPR**"); (iii) the Swiss Federal Data Protection Act in force from 1 September 2023 and its corresponding ordinances ("**Swiss DPA**"); (iv) the EU e-Privacy Directive (Directive 2002/58/EC); and (v) any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i), (ii), (iii), (iv) and any amending, updating or replacing legislation or regulation from time to time in force;
EU SCCs	means the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to the EU GDPR;
IDTA	means the International Data Transfer Agreement, issued under Section 119A of the Data Protection Act 2018, used by data exporters to comply with Article 46 of the UK GDPR when making Restricted Transfers;
Personal Data	shall have the meaning assigned to the terms "personal data" or "personal information" or "personally identifiable information" or similar terms under Applicable Data Protection Law;
Personal Data Breach	means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed for the purpose of providing the Services to Customer by Cognism its sub-processors, or any other identified or unidentified third party;
Processor	means a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Controller, including an entity to which another entity discloses a natural individual's personal information for a business purpose pursuant to a written contract that requires the entity receiving the information to only retain, use, or disclose Personal Data for the purpose of providing the Services, and includes "processor", "service provider" or any otherwise analogous term defined under the Applicable Data Protection Law;

Restricted Transfer	means (i) where the EU GDPR or Swiss DPA applies, a transfer of Personal Data from the EEA or Switzerland (as applicable) to a country outside of the EEA or Switzerland (as applicable) which is not subject to an adequacy determination by the European Commission or Swiss Federal Data Protection and Information Commissioner (as applicable); and (ii) where the UK GDPR applies, a transfer of Personal Data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018;
Services	means those services provided by COGNISM under the Customer Agreement; and
US Law	means the law and regulation of the United States applicable to the processing of Personal Data under the Customer Agreement, including (i) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (Cal. Civ. Code § 1798.100 - 1798.199, 2022) and its implementing regulations ("**CCPA**"), (ii) the Virginia Consumer Data Protection Act, when effective, (iii) the Colorado Privacy Act and its implementing regulations, when effective, (iv) the Utah Consumer Privacy Act, when effective; and (v) Connecticut SB6, An Act Concerning Personal Data Privacy and Online Monitoring, when effective, (vi) the Texas Data Privacy and Security Act of 2023, when effective, (vii) the Tennessee Information Protection Act, when effective, (viii) the Oregon Consumer Privacy Act of 2023, when in force, (ix) the Montana Consumer Data Privacy Act of 2023, when in force, (x) the Indiana Consumer Data Protection Act of 2023, when in force, (xi) the Iowa Data Privacy Act of 2023, when in force, (xii) the Delaware Personal Data Privacy Act of 2023, when in force, (xiii) the applicable data protection laws made at federal or state level from time to time in force; and any and all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i) - (xiii) and any amending, updating or replacing legislation or regulation from time to time in force.
UK Addendum	means the International Data Transfer Addendum to the EU SCCs issued under Section 119A of the Data Protection Act 2018, used by data exporters to comply with Article 46 of the UK GDPR when making Restricted Transfers;

1.2 The terms "**data subject**", "**processing**" and "**supervisory authority**" shall have the meanings ascribed to them in the Applicable Data Protection Law.

2. GENERAL

2.1 In the event of inconsistencies between the provisions of this DPA and the Customer Agreement, this DPA shall take precedence, unless explicitly agreed otherwise in writing.

2.2 This DPA shall only apply to the extent that COGNISM is Processing Customer Personal Data.

2.3 The parties acknowledge that for the purposes of the Applicable Data Protection Law, Customer is the Controller and COGNISM is the Processor (or, as applicable, Customer is the Processor and COGNISM is the sub-processor).

2.4 The Customer instructs COGNISM to process Personal Data as reasonably necessary for the provision of the Services. In particular, Customer instructs COGNISM to Process the data as set out in the Schedule of this DPA.

2.5 Each Party will comply with all applicable requirements of the Applicable Data Protection Law.

2.6 The Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful (i) transfer of the Customer Personal Data to COGNISM; and (ii) Processing by COGNISM of the Customer Personal Data, for the purposes of providing the Services.

3. OBLIGATIONS OF THE PARTIES

3.1 COGNISM shall, in relation to any Customer Personal Data Processed in connection with the performance by COGNISM of the Services:

3.1.1 only Process such Customer Personal Data on Customer's documented instructions including in respect to transfers of such Customer Personal Data to a country outside of the European Economic Area (EEA) or the UK, unless Processing is required by applicable laws;

3.1.2 take commercially reasonable steps to ensure the reliability of its employees who have access to such Customer Personal Data, ensuring that all such individuals are subject to appropriate statutory or contractual confidentiality undertakings;

3.1.3 taking into account the nature, scope, context and purpose of the Processing, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, in particular protection against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. Such measures include, without limitation, the security measures set out in Annex 2 ("**TOMs**"), and Cognism may update or amend them from time to time in line with technical advancements and developments, at its sole discretion, provided that such updates and modifications do not degrade or diminish the overall security of the Service

3.1.4 taking into account the nature of the Processing, COGNISM shall assist Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations, at Customer's request and without undue delay, to respond to requests to exercise data subject rights under the Applicable Data Protection Law;

3.1.5 at the written direction of Customer, accounting for any inherent technical limitations and/or COGNISM internal data retention policies, delete or return such Customer Personal Data to Customer on termination of the Customer Agreement unless COGNISM is required by law to retain it;

3.1.6 notify Customer without undue delay, and in any event within 48 hours, upon becoming aware of a Personal Data Breach relating to Customer's Personal Data;

3.1.7 where processing Personal Data on behalf of the Customer within the scope of the CCPA, not retain, use, or disclose that Personal Data for any purposes other than the purposes set out in the Customer Agreement and this DPA and as permitted under the CCPA, including under any "sale" exemption.

3.1.8 make available to Customer information strictly necessary to demonstrate COGNISM's compliance with the obligations laid down in this DPA, including to allow for and contribute to reasonable audits (at the Customer's sole cost), conducted by the Customer or an auditor designated by the Customer, provided that such audits may only be carried out (a) not more than once in every 12 month cycle, (b) with at least 30 working days' notice, (c) during business hours and (d) while causing minimal disruption to COGNISM's daily operations.

3.2 Customer hereby grants a general written authorisation to COGNISM to appoint sub-processors to support the performance of the Service.

3.3 COGNISM shall notify Customer of any changes concerning the addition or replacement of sub-processors by updating its maintained sub-processors list at its website at least 30 days prior to

the date on which those sub-processors commence processing of Customer Personal Data. If Customer objects to any new or replacement sub-processor on reasonable grounds related to data protection, it shall notify COGNISM of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith. If COGNISM is reasonably able to provide the affected Services to the Customer in accordance with the Customer Agreement without using the sub-processor and decides in its discretion to do so, the Customer will have no further rights under this clause 3.3 in respect of the proposed use of the sub-processor. If COGNISM, in its discretion, requires use of the sub-processor and is unable to satisfy Customer's objection regarding the proposed use of the new or replacement sub-processor, then Customer may terminate the applicable Order Form effective upon the date COGNISM begins use of such new or replacement sub-processor solely with respect to those Services that will use the proposed new sub-processor for the processing of Personal Data. If Customer does not provide a timely objection to any new or replacement sub-processor in accordance with this clause 3.3, Customer will be deemed to have consented to the sub-processor and waived its right to object.

3.4   With respect to each sub-processor, COGNISM shall ensure that the arrangement between COGNISM and sub-processor, is governed by a contract including terms which meet the requirements of the Applicable Data Protection Law and offer at least the same level of protection for Customer Personal Data as those set out in this DPA ("**Relevant Terms**"). COGNISM shall procure the performance by such sub-Processor of the Relevant Terms and shall be liable to the Customer for any breach by such sub-Processor of any of the Relevant Terms.

4.   PERSONAL DATA TRANSFERS FROM THE EEA, SWITZERLAND AND THE UK

Each of the parties liability under this DPA shall be limited in a manner consistent with any limitations of liability set out in the Customer Agreement.

4.1   In connection with the Services, the parties acknowledge that COGNISM (and its sub-Processors) may process outside of Switzerland, the EEA and the United Kingdom, certain Personal Data protected by European Law for which Customer may be a Controller (or Processor on behalf of a third-party Controller, as the case may be).

4.2   Both parties agree that when the transfer of Personal Data protected by European Law from Customer to COGNISM is a Restricted Transfer then it shall be subject to the appropriate protections as follows:

4.2.1   **EEA Transfers**: in relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

(i)   Module Two will apply where Customer is a Controller and Module Three will apply where Customer is a Processor;

(ii)   in Clause 7, the optional docking clause will apply;

(iii)   in Clause 9, Option 2 will apply, and the time period for prior notice of sub-Processor changes shall be as set out in Clause 3.3 of this DPA;

(iv)   in Clause 11, the optional language will not apply;

(v)   in Clause 17, Option 2 will apply, and if the data exporter's Member State does not allow for third-party beneficiary rights, then the law of England and Wales shall apply;

(vi)   in Clause 18(b), disputes shall be resolved before the courts of the jurisdiction governing the Customer Agreement between the parties or, if that jurisdiction is not an EU Member State, then the courts in London, England shall be the designated forum. In any event, Clause 17 and 18 (b) shall be consistent in that the choice of forum and jurisdiction shall fall on the country of the governing law;

(vii)   Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 to this DPA; and

(viii)   Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 2 to this DPA.

4.2.2   **Swiss Transfers**: in relation to Personal Data protected by the Swiss DPA, the EU SCCs, completed as set out above in clause 4.2.1 of this DPA, shall apply to transfers of such Personal Data, except that:

(i)   the supervisory authority in respect of Personal Data shall be the Swiss Federal Data Protection and Information Commissioner;

(ii)   references to "Member State(s)" in the EU SCCs shall be interpreted to refer to Switzerland, and data subjects located in Switzerland shall be entitled to exercise and enforce their rights under the EU SCCs in Switzerland; and

(iii)   references to the "General Data Protection Regulation", "Regulation 2016/679" or "GDPR" in the EU SCCs shall be understood to be references to the Swiss DPA.

4.2.3   **UK Transfers**: in relation to Personal Data that is protected by the UK GDPR, the EU SCCs, completed as set out above in clause 4.2.1 of this DPA, shall apply to transfers of such Personal Data, except that:

(i)   the EU SCCs shall be deemed amended as specified by the UK Addendum, which shall be deemed executed between the transferring Customer (or the relevant member of the Customer Group) and COGNISM;

(ii)   any conflict between the terms of the EU SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum;

(iii)   for the purposes of the UK Addendum, Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed using the information contained in the Annexes of this DPA; and

(iv)   Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party".

4.2.4   The following terms shall apply to the EU SCCs (including as they may be amended under clauses 4.2.1 and 4.2.3 above):

(i)   Customer may exercise its right of audit under the EU SCCs as set out in, and subject to the requirements of, clause 3.1.8 of this DPA; and

(ii)   COGNISM may appoint sub-Processors as set out in, and subject to the requirements of, clause 3 of this DPA, and Customer may exercise its right to object to sub-Processors under the EU SCCs in the manner set out in clause 3.3 of this DPA.

4.2.5   Should any provision of this DPA contradict, directly or indirectly, the EU SCCs (and the UK Addendum, as appropriate), the latter shall prevail.

4.3   In the event Customer seeks to conduct any assessment of the adequacy of the EU SCCs for transfers to any particular countries or regions, COGNISM shall, to the extent it is able, provide reasonable assistance to Customer for the purpose of any such assessment, provided that Customer covers all costs incurred by COGNISM in doing so.

4.4   Should COGNISM at any time adopt an alternative data export mechanism (including under the The EU-U.S. Data Privacy Framework ("**DPF**"), the UK Extension to the EU-U.S. DPF, and Swiss-U.S. DPF when in force, or under any new version of or successor adopted pursuant to applicable European Law) for the transfer of Personal Data not described in this DPA ("**Alternative Transfer Mechanism**"), the Alternative Transfer Mechanism shall apply instead of any applicable transfer mechanism described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with Applicable Data Protection Law and extends to the territories to which Personal Data is transferred), and Customer agrees to execute such other and further documents and take

such other and further actions as may be reasonably necessary to give legal effect to such Alternative Transfer Mechanism.

5. LIABILITY

Each of the parties liability under this DPA shall be limited in a manner consistent with any limitations of liability set out in the Customer Agreement.

6. TERMINATION

This DPA shall automatically terminate on the termination of the Customer Agreement.

7. SEVERANCE

7.1 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall:

7.1.1 be amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible

7.1.2 be construed in a manner as if the invalid or unenforceable part had never been contained in the DPA.

8. NOTICES

Cognism email address for notices under this DPA: legal@cognism.com

Customer email address for notices under this DPA: _____

9. RIGHTS OF THIRD PARTIES

Third parties shall not be entitled to enforce any of the terms of this DPA.

10. GOVERNING LAW AND JURISDICTION

This DPA shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute arising therefrom.

SIGNATURE PAGE

On behalf of **Customer**

....

Name:
Title:

On behalf of **COGNISM**

Elizabeth Rushforth

....

Name: Elizabeth Rushforth
Title: Chief Legal Officer

ANNEX 1 – DESCRIPTION OF PROCESSING

This Annex 1 forms part of the DPA and describes COGNISM's processing of Customer Personal Data.

A. LIST OF PARTIES

Data exporter(s):

Question	Answer
Name of Customer and any Customer Affiliates	As stated in the Customer Agreement
Address of Customer and any Customer Affiliates	As stated in the Customer Agreement
Contact person's name, role and contact details	As stated in the Customer Agreement
Activities relevant to the personal data transferred under this DPA (and EU SCCs, UK Addendum or IDTA, where applicable)	Use of the Services pursuant to the Customer Agreement
Deemed execution date for Annex 1	Upon execution of the Customer Agreement
Role (controller / processor)	Controller (or processor on behalf of third-party controller)

Data importer(s):

Question	Answer
Name	Cognism Limited
Address	c/o Worldwide Corporate Advisors, St Clements House, 27 Clements Lane, London, England, EC4N 7AE
Contact details	Legal Team, legal@cognism.com
Activities relevant to the personal data transferred under this DPA (and EU SCCs, UK Addendum or IDTA, where applicable)	Processing which is necessary to provide the Services to Customer pursuant to the Customer Agreement
Deemed execution date for Annex 1	Upon execution of the Customer Agreement
Role (controller / processor)	Processor (sub-processor)

B. DATA PROCESSING AND TRANSFER OF PERSONAL DATA

Question	Answer
Subject matter and duration of the Processing of Customer Personal Data	As stated in the Customer Agreement
The nature and purpose of the Processing of Customer Personal Data	necessary to provide the COGNISM Services to Customer in accordance with the documented instructions provided in the Customer Agreement and this DPA.
Categories of Personal Data	Business personnel
Type of Personal Data	Profile of Contact Data, including: name, employer, job title, business email address, and in limited circumstances where contents of correspondence containing Personal Data, password for the Cognism platform, office country

	and city, business telephone number, and LinkedIn URL
Sensitive Data	None
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)	Continuous for the duration of the Customer Agreement.
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period	Until (i) expiry/termination of the Customer Agreement, or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Customer Agreement (to the extent applicable, whichever is latest).
For transfers to (sub-) Processors, also specify subject matter, nature and duration of the processing	The subject matter, nature and duration of the processing shall be as specified in the Customer Agreement.

C.   COMPETENT SUPERVISORY AUTHORITY

Question	Answer
Identify the competent supervisory authorities (e.g. in accordance with Clause 13 of the EU SCCs)	In respect of the EU SCCs, means the competent supervisory authority determined in accordance with Clause 13 of the EU SCCs. In respect of the UK Addendum, means the UK Information Commissioner's Office.

ANNEX 2 – TOMS

Integrity:

- User authorizations are restricted by roles.
- Least privilege principle.

Storage:

- All of the data is stored in a secure, redundant and highly available databases on AWS.

Encryption:

- All data at rest is encrypted with AES-256 encryption.
- Cryptographic keys are managed by AWS KMS.

Transmission control:

- All data at rest and in transit is encrypted (HTTPS, SSL/TLS v1.2 and above).
- Certificates are managed by AWS Certificate Manager.

Confidentiality:

- Strong password policies.
- Multifactor authentication and/or SSO where possible.

Recoverability:

- Backups are regularly checked for successful recovery.
- All data is stored in a secure, redundant and highly available databases on AWS.

Evaluation:

- Annual review of technical and organizational measures on effectiveness and plausibility.

Disposal:

- Since all of our data (personal and other) are stored in Cloud (Amazon Web Services – AWS) EU (Ireland) region, upon deletion AWS takes care of destroying data. AWS uses the techniques detailed in DoD 5220.22-M ("National Industrial Security Program Operating Manual ") or NIST800-88("Guidelines for Media Sanitization") to destroy data as part of the decommissioning process.

ANNEX 3 - COGNISM THIRD PARTY SUB-PROCESSORS

Infrastructure Sub-Processors

Sub-Processor	Location	Purpose/Services	Website & Contact Details
Amazon Web Services (AWS)	Ireland	Cloud services	https://aws.amazon.com One Burlington Plaza, Burlington Road, Dublin 4, Ireland