

DATA PROTECTION AGREEMENT

This Data Protection Agreement ("Agreement") is entered into as of Effective Date of the separate sponsorship or global partnership and marketing agreement that refers to or otherwise incorporates this Agreement (the "Sponsorship Agreement") and is between QC Ware Corp or the QC Ware Corp affiliate that is a party to the Sponsorship Agreement ("Organizer") and the Sponsor or Partner that is a party to the Sponsorship Agreement (referred to as a "Sponsor" in this Agreement).

Organizer and Sponsor are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, Organizer organizes and operates Q2B (the "Conference");

WHEREAS, in connection with the Sponsorship Agreement, Organizer has agreed to disclose to Sponsor certain personal data of individuals who registered for or attended the Conference, as further described in Schedule 1 (the "Attendee List");

WHEREAS, the Parties acknowledge that the Attendee List contains "Personal Data" that may be subject to the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK GDPR and Data Protection Act 2018, the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA"), and other data protection and privacy laws applicable to the Processing of Personal Data by either Party (collectively, "Applicable Data Protection Laws"); and

WHEREAS, the Parties wish to set out their respective rights, obligations, and responsibilities with respect to the Processing of the Personal Data in the Attendee List, and to establish appropriate safeguards for such Processing in accordance with Applicable Data Protection Laws;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1 "Applicable Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data under this Agreement, including without limitation the GDPR, the UK GDPR, the CCPA, and any other similar U.S. state, U.S. federal, or non-U.S. data protection or privacy law applicable to a Party's Processing of Personal Data under this Agreement, in each case as amended, extended, or re-enacted from time to time, together with all binding guidance, codes of conduct, and implementing regulations issued by a Supervisory Authority.

1.2 "Attendee List" means the list of names, business email addresses, job titles, employer names, and any other Personal Data relating to Conference registrants or attendees that Organizer discloses to Sponsor under this Agreement, as more particularly described in Schedule 1.

1.3 "Consent" has the meaning given in Article 4(11) of the GDPR and, where applicable, the equivalent term under other Applicable Data Protection Laws.

1.4 "Controller," "Processing," "Processor," "Data Subject," "Personal Data," "Personal Data Breach," and "Supervisory Authority" have the meanings given to those terms in the GDPR, and corresponding terms under other Applicable Data Protection Laws (including "Business," "Consumer," "Sale," and "Share" under the CCPA) shall be construed consistently with those definitions where the context requires.

1.5 "Data Subject Request" means a request made by a Data Subject to exercise any right afforded to that Data Subject under Applicable Data Protection Laws, including rights of access, rectification, erasure, restriction, portability, objection, or opt-out of sale, sharing, or targeted advertising.

1.6 "EEA" means the European Economic Area.

1.7 "Permitted Purpose" has the meaning given in Section 4.1.

1.8 "Restricted Transfer" means a transfer of Personal Data that is subject to a restriction on cross-border transfer under Chapter V of the GDPR, the UK GDPR, or an equivalent provision of other Applicable Data Protection Laws.

1.9 "SCCs" means (a) the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, adopted by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the "EU SCCs"), and (b) the UK International Data Transfer Addendum to the EU SCCs issued by the UK Information Commissioner under s.119A of the UK Data Protection Act 2018 (the "UK Addendum"), in each case as may be amended, superseded, or replaced by the issuing authority from time to time.

1.10 "Sponsorship Agreement" has the meaning given in the Recitals.

2. RELATIONSHIP OF THE PARTIES

2.1 Independent Controllers. The Parties acknowledge and agree that, with respect to the Personal Data in the Attendee List, each Party is an independent Controller — and not a joint controller, Processor, or

“service provider” (as defined under the CCPA) for the other Party — that determines its own purposes and means of Processing such Personal Data. Nothing in this Agreement shall be construed to create a joint controller relationship, partnership, agency relationship, or Processor relationship between the Parties.

2.2 Independent Compliance. Except as expressly provided in this Agreement, each Party is individually and separately responsible for its own compliance with Applicable Data Protection Laws with respect to its own Processing of the Personal Data, including establishing its own lawful basis for Processing, maintaining its own privacy notices, and responding to its own Data Subject Requests. Neither Party shall be liable for the other Party’s independent Processing of the Personal Data, except as expressly set out in Section 10.

3. ORGANIZER OBLIGATIONS

3.1 Lawful Basis for Disclosure. Organizer represents and warrants that it has a valid lawful basis under Applicable Data Protection Laws for collecting the Personal Data in the Attendee List and for disclosing it to Sponsor for the Permitted Purpose, whether by way of (a) the Data Subject’s Consent, (b) Organizer’s legitimate interest, or (c) another lawful basis recognized under Applicable Data Protection Laws.

3.2 Opt-Outs. Where a Data Subject has, prior to Organizer’s disclosure of the Attendee List to Sponsor, opted out of having their Personal Data shared with sponsors, objected to such sharing, or withdrawn Consent, Organizer shall exclude that Data Subject’s Personal Data from the Attendee List disclosed to Sponsor.

3.3 Right to Suspend or Terminate Disclosure. Organizer may, in its reasonable discretion and upon written notice to Sponsor, suspend or terminate further disclosure of Personal Data under this Agreement, and require the deletion of Personal Data already disclosed, if Organizer reasonably believes that Sponsor’s Processing of the Attendee List does not comply with Applicable Data Protection Laws or this Agreement.

4. SPONSOR OBLIGATIONS

4.1 Purpose Limitation. Sponsor shall Process the Personal Data in the Attendee List solely to follow up with Data Subjects regarding Sponsor’s own products and services in connection with the Conference and the Sponsorship Agreement (the “Permitted Purpose”). For the avoidance of doubt, Sponsor shall not Process the Personal Data to provide a service to any third party or, without Organizer’s prior written permission, to solicit Data Subjects to attend any other conference.

4.2 No Further Disclosure or Sale. Sponsor shall not sell, share, rent, license, or otherwise disclose the Personal Data in the Attendee List to any third party, including any Sponsor affiliate that would use the data for its own independent purposes, except (a) to Sponsor’s own service providers or processors that Process the Personal Data solely on Sponsor’s behalf and under a written contract imposing data protection obligations materially equivalent to those in this Agreement, or (b) as required by law, in which case Sponsor shall, unless legally prohibited from doing so, notify Organizer before making the disclosure.

4.3 Honoring Data Subject Choices. Sponsor shall promptly (and in any event within 10 business days) honor any opt-out, unsubscribe, or objection request it receives directly from a Data Subject.

4.4 Sponsor's Own Compliance. Sponsor represents and warrants that its Processing of the Personal Data, including any marketing communications sent to Data Subjects, will comply with Applicable Data Protection Laws, including applicable direct marketing and electronic communications laws such as the EU ePrivacy Directive and its national implementing laws, the UK Privacy and Electronic Communications Regulations 2003, and the U.S. CAN-SPAM Act and Telephone Consumer Protection Act, as applicable.

5. SECURITY MEASURES

5.1 Each Party shall implement and maintain appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, appropriate to the risk presented by the Processing, consistent with Article 32 of the GDPR. Sponsor's measures shall, at a minimum, meet the standards described in Schedule 2.

5.2 Each Party shall ensure that access to the Personal Data is limited to personnel and contractors who need such access for the Permitted Purpose and who are bound by appropriate obligations no less protective than those in this Agreement.

6. PERSONAL DATA BREACH NOTIFICATION

6.1 Sponsor shall notify Organizer without undue delay, and in any event within forty-eight (48) hours of becoming aware, of any actual or reasonably suspected Personal Data Breach affecting the Personal Data disclosed under this Agreement.

6.2 Such notification shall include, to the extent known at the time, (a) a description of the nature of the Personal Data Breach, including the categories and approximate number of Data Subjects and Personal Data records concerned, (b) the likely consequences of the Personal Data Breach, (c) the measures taken or proposed to address the Personal Data Breach and mitigate its possible adverse effects, and (d) contact details of a point of contact for further information. Sponsor shall provide further information as it becomes available and shall reasonably cooperate with Organizer's investigation, remediation, and any regulatory or Data Subject notification obligations.

6.3 Neither Party shall make any public statement, or notification to a Supervisory Authority or Data Subjects, that identifies or references the other Party by name in connection with a Personal Data Breach, without the other Party's prior review and consent (not to be unreasonably withheld, conditioned, or delayed), provided that this Section 6.3 shall not apply to, or delay, any notification to a Supervisory Authority or to Data Subjects that a Party reasonably determines is required under Applicable Data Protection Laws, in which case the notifying Party shall inform the other Party of the notification as soon as reasonably practicable.

7. DATA SUBJECT REQUESTS AND COOPERATION

7.1 If a Party receives a Data Subject Request that it reasonably identifies as relating to the other Party's Processing of the Personal Data, it shall, without responding substantively on the other Party's behalf, promptly (and in any event within 5 business days) inform the other Party and direct the Data Subject to that other Party's published privacy notice or designated contact.

7.2 Each Party shall be responsible for responding to Data Subject Requests concerning its own Processing of the Personal Data in accordance with, and within the timeframes required by, Applicable Data Protection Laws, and shall provide the other Party with such reasonable assistance and information as is necessary for the other Party to comply with its own obligations in respect of a Data Subject Request.

8. INTERNATIONAL DATA TRANSFERS

8.1 Transfer Mechanism. To the extent any disclosure or onward transfer of Personal Data under this Agreement constitutes a Restricted Transfer, the Parties shall ensure that an appropriate transfer mechanism recognized under Applicable Data Protection Laws is in place before the transfer takes place, which may include: (a) reliance on an adequacy decision of the European Commission, the UK Secretary of State, or another competent authority — including, where the recipient is at the relevant time a certified participant in good standing, the EU-U.S. Data Privacy Framework, its UK Extension, or the Swiss-U.S. Data Privacy Framework; or (b) execution of the SCCs (using Module One: Controller to Controller), completed with the Parties' details as set out in Schedule 3, together with the UK Addendum where the transfer originates from the United Kingdom.

8.2 Automatic Fallback to SCCs. If, at any time, an adequacy decision or self-certification relied upon under Section 8.1(a) ceases to provide a valid basis for a Restricted Transfer under Applicable Data Protection Laws — whether due to invalidation, suspension, or the recipient's removal from the relevant framework — the SCCs and, where applicable, the UK Addendum referenced in Section 8.1(b) shall automatically take effect between the Parties as the transfer mechanism for that Restricted Transfer, without further action required by either Party, effective as of the date the prior mechanism ceased to apply. Each Party shall, on request, promptly execute any further documentation reasonably necessary to give formal effect to this Section 8.2.

9. RECORDS AND AUDIT

9.1 Each Party shall maintain records of its Processing of the Personal Data sufficient to demonstrate compliance with this Agreement and Applicable Data Protection Laws.

9.2 Where required by a Supervisory Authority or by law, Organizer may request that Sponsor complete a written data protection questionnaire, or provide other reasonable documentary evidence, regarding Sponsor's compliance with this Agreement. Sponsor shall respond in reasonable detail within fifteen (15) business days of such request.

10. INDEMNIFICATION

10.1 Indemnity. Sponsor shall indemnify, defend, and hold harmless Organizer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims and regulatory investigations, fines and penalties and reasonable expenses related thereto (including reasonable attorneys' fees) arising out of or relating to (a) Sponsor's breach of this Agreement, or (b) Sponsor's Processing of the Personal Data in violation of Applicable Data Protection Laws.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the Effective Date and continues until the later of (a) the termination or expiration of the Sponsorship Agreement, or (b) the date on which Sponsor has deleted all Personal Data (the "Term").

11.2 Survival. Sections that should naturally survive to give the full effect to such sections shall survive the termination or expiration of this Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws applicable to the Sponsorship Agreement, without regard to its conflict-of-laws principles, provided that nothing in this Section 12 limits the application of any mandatory provision of Applicable Data Protection Laws.

12.2 Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the dispute resolution provisions of the Sponsorship Agreement.

13. GENERAL PROVISIONS

13.1 Relationship to Sponsorship Agreement. This Agreement supplements the Sponsorship Agreement. In the event of a conflict between this Agreement and the Sponsorship Agreement with respect to the Processing of Personal Data, this Agreement shall control.

13.2 Amendment. Except as set out in Section 8.2, this Agreement may only be amended by a written instrument signed by both Parties.

13.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that most closely reflects the Parties' original intent.

13.4 Notices. All notices under this Agreement shall be given in writing to the addresses and privacy contacts set out in Schedule 1, or to such other address as a Party may designate in writing from time to time.

13.5 Entire Agreement. This Agreement, together with its Schedules and the Sponsorship Agreement, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements and understandings, written or oral, relating thereto.

13.6 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one instrument.

SCHEDULE 1 — DESCRIPTION OF PROCESSING

Categories of Data Subjects	Conference registrants and/or attendees who opted in to having their Personal Data shared with Conference sponsors
Categories of Personal Data	Full name; business email address; job title; employer/organization name; business phone number; other business profile information and interests. No special category data (Art. 9 GDPR) or other sensitive personal information is included.
Purpose of Disclosure	To enable Sponsor to conduct post-Conference marketing follow-up regarding Sponsor's own products and services, consistent with Section 4.1 of the Agreement
Organizer Privacy Contact	privacy@qcware.com
Sponsor Privacy Contact	Contact identified in Sponsorship Agreement or otherwise identified to Organizer.

SCHEDULE 2 — TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

Sponsor shall implement and maintain, at a minimum, the following technical and organizational measures with respect to the Personal Data in the Attendee List:

- Encryption of Personal Data in transit (e.g., TLS 1.2 or higher) and at rest.
- Role-based access controls limiting access to the Personal Data to personnel who need such access for the Permitted Purpose.
- Multi-factor authentication for access to systems storing or processing the Personal Data.
- Maintenance of audit logs sufficient to identify who accessed or exported the Personal Data and when.
- Regular security testing, including vulnerability scanning, of systems that store or process the Personal Data.
- A documented incident response plan enabling detection of, and response to, a Personal Data Breach consistent with Section 6.
- Training of personnel with access to the Personal Data on their data protection and confidentiality obligations.
- Written contracts with any service providers or sub-processors used under Section 4.2 imposing data protection and security obligations materially equivalent to those in this Schedule 2.

SCHEDULE 3 — STANDARD CONTRACTUAL CLAUSES

Where required under Section 8.1(b) or 8.2 of the Agreement, the Parties incorporate by reference the EU SCCs (Module One: Controller to Controller) and, where applicable, the UK Addendum, completed as follows:

Data Exporter	Organizer, as identified in the preamble to this Agreement
Data Importer	Sponsor, as identified in the preamble to this Agreement
Module	Module One: Transfer controller to controller
Description of Transfer	As set out in Schedule 1 (Description of Processing) to this Agreement
Competent Supervisory Authority	The supervisory authority determined in accordance with Clause 13 of the EU SCCs, based on Organizer's (as data exporter's) EEA establishment or representative, or as otherwise agreed by the Parties in writing
Governing Law of the SCCs	The law of the EU Member State in which Organizer is established, or, if Organizer is not established in an EU Member State, the law of Ireland, in each case as required by Clause 17 of the EU SCCs
Docking Clause	Clause 7 (Docking Clause) of the EU SCCs is incorporated as applicable

The Parties agree that this Schedule 3, together with the Agreement, satisfies the requirement under the EU SCCs and UK Addendum to identify the parties, describe the transfer, and specify the governing law and competent supervisory authority, and that no additional signature of the SCCs as a stand-alone document is required unless requested by a competent Supervisory Authority.