1. **ANNEX IN RELATION TO THE PROCESSING AND PROTECTION OF PERSONAL DATA**

This Annex in relation to the processing and protection of personal data (the "**Annex**") was entered into on:

by and between:

| 1 | **“Client**" or " **Controller** " |
| --- | --- |
| Name |  |
| Reg No. |  |
| Address |  |
| 2 | "**Portant**" or "**Processor**" |
| Name | **Portant PTY LTD** |
| Reg No. | **A.C.N. 645 178 749** |
| Address | **11 York Street, Sydney, 2000 NSW, Australia** |

Each one of them referred to as a "**Party**" individually and together as the "**Parties**",

**WHEREAS:**

1. Client and Portant are parties to Agreement for provision of automated services as defined in the Portant Business – Terms of Service, found on <https://www.portant.co/terms-and-conditions> (hereinafter referred to as the "**Agreement**");
2. The Parties wish to amend the Agreement by including the respective requirements under the Data Protection Laws such as the California Consumer Privacy Act (hereinafter referred to as the “**CCPA**”), the Massachusetts data protection law (hereinafter referred to as “**MIPSA**”), the Singaporean Personal Data Protection Act (hereinafter referred to as the “**PDPA**”) and \_\_\_\_\_\_\_\_,

**THE PARTIES AGREED AS FOLLOWS:**

This Annex enters into effect on the date of its signing;

The provisions of this Annex replace all contradictory provisions of the Agreement and the Common Terms thereto;

The provisions of the Agreement which are not expressly amended or revoked by this Annex remain valid and in full force and effect;

All references to the Personal Data Protection Laws (as defined herein above) or to another regulation under the Annex shall be deemed to include all their subsequent amendments and supplements.

* 1. **DEFINITIONS**
		1. In this Annex the terms "**personal data**", "**data subject**" and "**personal data processing**" shall have the meaning assigned to them under the Personal Data Protection Laws, ordinances and guidelines, effective at the respective moment.
	2. **SUBJECT OF THE ANNEX**
		1. By this Annex the Parties wish to establish the rights and obligations in relation to the processing of the personal data, which the Processor shall be processing on behalf of the Controller in a manner which is transparent for the data subjects.
		2. Complying with the clauses of this Annex by each Party shall not incur additional expenses for the other Party.
		3. The processing, which shall be performed by the Processor under this Annex and the Agreement shall include the data categories and processing activities specified in Appendix I below.
	3. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
		1. Each Party shall comply with the Personal Data Protection Laws as defined herein above and any similar laws, regulations, ordinances and guidelines which apply to the performed data processing activities.
		2. Regarding the personal data provided to the Processor in relation to the Agreement and the Annex (and regardless whether it has been provided by the Controller, by the data subject or in any other manner), the Processor guarantees that:
			1. it processes such personal data solely for the purposes specified in Appendix I of this Annex and according to the provided instructions by the Controller in compliance with the applicable Personal Data Protection Laws;
			2. it maintains the appropriate technical and organizational security measures of the processing (including without limitation, the appropriate policies, notified to the employees, the continuous management of data privacy compliance with them in the course of work and implementation of effective security measures), maintains protection against accidental or unlawful destruction, accidental loss, unauthorized access, modification or distribution, and any other illegal forms of personal data processing;
			3. In particular, the Processor shall take measures to ensure that any individual acting under its authority, who has access to personal data, processes personal data in compliance with the Personal Data Protection Laws.
		3. If explicitly requested by the Controller, the Processor shall provide copies of security reports, audit and control, as well as other documents, prepared by the auditors or by other persons which refer to data processing activities performed.
		4. In order to comply with the rights of the data subjects, the Processor shall record and then refer all requests of data subjects it receives to the Controller within 5 (five) business days of receiving each request. As far as practicable, the Processor shall assist the Controller in the performance of its obligation to respond to the requests of the data subjects. In the event when the Controller receives requests by data subjects addressed directly to it, the Controller shall notify the Processor within 5 (five) business days of receiving each request.
		5. In relation to each personal data breach (actual or alleged), related to this Agreement, including the Processor (or a subcontractor) or which the Processor has become aware of in any other manner, by virtue of the Personal Data Protection Laws the Processor shall:
			+ 1. inform the Controller of the breach without undue delay (but in any event not later than 72 hours after it has been notified of the breach of the personal data);
				2. provide to the Controller without any undue delay (where possible not later than 72 hours after it has been informed of the breach) information, which it would have reasonably requested regarding:

the nature of the breach, including the categories and the average number of the data subjects and the affected record of personal data;

all investigations regarding this breach;

the possible consequences of the breach; and

all undertaken measures or such measures that the Processor recommends to be undertaken in order to deal with the breach and to mitigate its possible adverse consequences,

In the event where the Processor reasonably thinks that it would not be possible to provide the information within this timeframe, it will:

* + - * 1. provide a written explanation to the Controller for the reasons of the delay and provide regular updates on these matters, maintain reasonable cooperation and assistance to the Controller in relation to each correcting activity to be undertaken in response to the personal data breach, including regarding each communication regarding the breach of personal data of the individuals whose personal data has been affected.
	1. **SUBCONTRACTORS**
		1. The Processor may assign the personal data processing to a third party. In the event when the Processor includes another personal data processor (subcontractor) for performing specific activities of processing, the Processor imposes upon the subcontractor and ensures the performance of the same obligations, guarantees and responsibilities for personal data protection under this Annex and the Personal Data Protection Laws.
	2. **INDEMNIFICATION**
		1. The Processor shall keep the Controller indemnified against all risks, claims, cases, expenses, costs (including without limitation, legal fees and payments on the basis of full compensation), damages, losses and damages incurred resulting from or in relation to:
			1. The Processor acting outside or against the legal instructions of the Controller; and
			2. Each material breach by the Processor of its obligations for data protection under this Annex or the Personal Data Protection Laws.
		2. The Controller shall indemnify and shall keep the Processor indemnified in relation to all claims, demands, cases, costs, expenses (including without limitation legal costs and payments on the basis of full compensation), damages incurred and losses resulting from or in relation to:
			1. each material breach by the Controller of its obligation under this Annex; and
			2. Each processing performed by the Processor or by a subcontractor by virtue of instruction by the Controller, which breaches the Personal Data Protection Laws:

In the event when the Processor has notified the Controller that its instruction breaches the Personal Data Protection Laws;

With the exception to the extent to which the Processor is in breach of this Annex in any other way and this breach separately causes or contributes to the suffered damages.

* + 1. If any Party receives a claim for compensation related to the personal data processing, it will duly notify the other Party and it will provide it with detailed information about such claim.
	1. **TERM AND TERMINATION**
		1. This Annex is entered into and it is valid for the term of the Agreement.
		2. Following the termination of the Agreement or after completion of the respective service of processing or upon written request by the Controller, the Processor shall delete in a secure manner or shall return to the Controller (according to the instructions of the Controller) all personal data after completion of the services for processing or after fulfilment of the purposes for processing and it shall delete the existing copies unless the Personal Data Protection Laws require its safekeeping or any legal proceedings which the personal data is subjected to are taking place.
	2. **GENERAL PROVISIONS**
		1. The amendments and supplements to the Annex may be performed in written form only.
		2. In the event of any disagreement between the Parties with respect to the interpretation and implementation of any aspect of these Terms, the Parties agree to discuss in good faith to reach an amicable resolution prior to starting any litigation/legal proceedings against each other.
		3. These Terms shall be construed, governed and enforced in accordance with the laws of Singapore.
		4. The courts located within Singapore shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms. Both Parties hereby submit to the exclusive jurisdiction of said courts for purposes of any such suit or proceeding and waive any claim that any such forum is an inconvenient forum.

**APPENDIX I**

**1. Categories of Data Subject**

a) Employees of the Corporate Client Corporate Client

**2. Categories of Personal Data Processed**

* **Identity data** such as full name, addresses and date of birth;
* **contact data** such as the user and his company’s name, physical address, email address, and telephone numbers;
* **profile data** such as username and password, purchases or orders made, interests, preferences, feedback and survey responses;
* **usage data** includes information about how the Website and Service are used, such as app launches within our Service, including browsing history, search history, product interaction, crash data, performance and other diagnostic data, and other usage data;
* **fraud prevention information** includes data used to help identify and prevent fraud, including a device trust score;
* **location data** in case of using a location-enabled device;
* **marketing and communications data** includes preferences in receiving marketing from us and users’ communication preferences;

**3. Purposes of Processing**

* ***Providing our Automated Services***

User Account-related data provided by Users in connection with the sign-up, use, or support of the User Account (such as usernames, email address and billing information) is used to provide access to the Service, establish contact regarding the use of the Service, or provide notification of important changes to the Service. Such use is necessary for the performance of the contract.

* ***Sending Marketing Communications***

Portant will send marketing communications only when provided with specific consent to be contacted for marketing purposes by the Users. The right to withdraw the given consent is available at any time by following the instructions to “opt-out” of receiving marketing communication in each marketing email.

* ***For our Legitimate Business Interests***

We use data relating to the use of and interaction with the Service for certain legitimate business interests, which are the following:

* to personalize and improve access and use of the Service (including to increase our Service’s functionality, product features, and user-friendliness);
* to conduct analytics and report on industry trends on content usage and performance;
* to meet our corporate and social responsibility objectives;
* for internal business/technical operations, including troubleshooting, data analysis, testing, to prevent fraud or criminal activity, misuses of our products or services and ensure the security of our IT systems, architecture, and networks.

**4. Personal Data Retention**

The processed personal data shall be retained as per the written instruction of the Controller unless Portant is legally obliged to retain the data for a longer period.

|  | Signed for and on behalf of Client | Signed for and on behalf of Portant |
| --- | --- | --- |
|  |  |  |
| **Name** |  | James Fyfe |
| **Title** |  | CEO |
| **Date** |  |  |