**Exhibit B**

**Data Processing Agreement**

**THIS DATA PROCESSING ADDENDUM** ("**DPA**") is entered into as of the Addendum Effective Date by and between: (1) GNAU INC., d/b/a Rillet, a U.S. corporation with its principal business address at 3175 Hanover Street, Palo Alto, CA 94304 ("**Rillet**"); and (2) the entity or other person who is a counterparty to the Agreement (as defined below) into which this DPA is incorporated and forms a part ("**Customer**"), together the "**Parties**" and each a "**Party**".

1. **INTERPRETATION**

1. In this DPA the following terms shall have the meanings set out in this Section 1, unless expressly stated otherwise:

   a. "**Addendum Effective Date**" m in eans the effective date of the Agreement.

   b. "**Agreement**" means the agreement under which Rillet has agreed to provide services to Customer entered into by and between the Parties, including the Master Services Agreement Online Terms and Conditions and any Order Form(s).

   c. "**Applicable Data Protection Laws**" means the privacy, data protection and data security laws and regulations of any jurisdiction applicable to the Processing of Customer Personal Data under the Agreement, including, without limitation, GDPR and the CCPA (as and where applicable).

   d. "**CCPA**" means the California Consumer Privacy Act of 2018 and any binding regulations promulgated thereunder.

   e. "**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.

   f. "**Customer Personal Data**" means any Personal Data Processed by Rillet or its Sub-Processor on behalf of Customer to perform the Services under the Agreement.

   g. "**Data Subject Request**" means the exercise by a Data Subject of its rights in accordance with Applicable Data Protection Laws in respect of Customer Personal Data and the Processing thereof.

   h. "**Data Subject**" means the identified or identifiable natural person to whom Customer Personal Data relates.

   i. "**EEA**" means the European Economic Area.

   j. "**GDPR**" means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**"); and/or (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) ("**UK GDPR**"), including, in each case (i) and (ii) any applicable national

implementing or supplementary legislation (e.g., the UK Data Protection Act 2018), and any successor, amendment or re-enactment, to or of the foregoing. References to "**Articles**" and "**Chapters**" of, and other relevant defined terms in, the GDPR shall be construed accordingly.

k. "**Personal Data**" means "personal data," "personal information," "personally identifiable information" or similar term defined in Applicable Data Protection Laws.

l. "**Personal Data Breach**" means a breach of Rillet's security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data in Rillet's possession, custody or control. For clarity, Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data (such as unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems).

m. "**Personnel**" means a person's employees, agents, consultants or contractors.

n. "**Process**" and inflection thereof means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

o. "**Processor**" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

p. "**Restricted Transfer**" means the disclosure, grant of access or other transfer of Customer Personal Data to any person located in: (i) in the context of the EEA, any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an "**EU Restricted Transfer**"); and (ii) in the context of the UK, any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a "**UK Restricted Transfer**"), which would be prohibited without a legal basis under Chapter V of the GDPR.

q. "**SCCs**" means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914.

r. "**Service Data**" means any data relating to the use, support and/or operation of the Services, which is collected directly by Rillet from and/or about users of the Services and/or Customer's use of the Service for use for its own purposes (certain of which may constitute Personal Data).

s. "**Services**" is defined in the Agreement.

t. "**Sub-Processor**" means any third party appointed by or on behalf of Rillet to Process Customer Personal Data.

u. "**Supervisory Authority**": (i) in the context of the EEA and the EU GDPR, shall have the meaning given to that term in the EU GDPR; and (ii) in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office.

v. "**UK Transfer Addendum**" means the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the Mandatory Clauses included in Part 2 thereof.

2. In this DPA:

a. the terms, "**business**," "**commercial purpose**," "**sell**" and "**service provider**" shall have the respective meanings given thereto in the CCPA; and "**personal information**" shall mean Customer Personal Data that constitutes "personal information" governed by the CCPA; and

b. unless otherwise defined in this DPA, all capitalised terms in this DPA shall have the meaning given to them in the Agreement.

2. **SCOPE OF THIS DATA PROCESSING ADDENDUM**

1. The body of this DPA applies generally to Rillet's Processing of Customer Personal Data under the Agreement.

2. Annex 1 (European Annex) to this DPA applies only if and to the extent Rillet's Processing of Customer Personal Data under the Agreement is subject to the GDPR.

3. Annex 2 (California Annex) to this DPA applies only if and to the extent Rillet's Processing of Customer Personal Data under the Agreement is subject to the CCPA with respect to which Customer is a "business" (as defined in the CCPA).

3. **PROCESSING OF CUSTOMER PERSONAL DATA**

1. Rillet shall not Process Customer Personal Data other than on Customer's instructions or as required by applicable laws.

2. Customer instructs Rillet to Process Customer Personal Data as necessary to provide the Services to Customer under and in accordance with the Agreement.

4. **RILLET PERSONNEL**

Rillet shall take commercially reasonable steps to ascertain the reliability of any Rillet Personnel who Process Customer Personal Data, and shall enter into written confidentiality agreements with all Rillet Personnel who Process Customer Personal Data that are not subject to professional or statutory obligations of confidentiality.

5. **SECURITY**

1. Rillet shall implement and maintain technical and organisational measures in relation to Customer Personal Data designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access as described in Annex 3 (Security Measures) (the "**Security Measures**").

2. Rillet may update the Security Measures from time to time, provided the updated measures do not materially decrease the overall protection of Customer Personal Data.

6. **DATA SUBJECT RIGHTS**

1. Rillet, taking into account the nature of the Processing of Customer Personal Data, shall provide Customer with such assistance as may be reasonably necessary and technically feasible to assist Customer in fulfilling its obligations to respond to Data Subject Requests. If Rillet receives a Data Subject Request, Customer will be responsible for responding to any such request.

2. Rillet shall:

    a. promptly notify Customer if it receives a Data Subject Request; and

    b. not respond to any Data Subject Request, other than to advise the Data Subject to submit the request to Customer, except on the written instructions of Customer or as required by Applicable Data Protection Laws.

3. When complying with its transparency obligations under Clause 8.3 of the SCCs, Customer agrees that it shall not provide or otherwise make available, and shall take all appropriate steps to protect, Rillet's and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information.

4. Where applicable, for the purposes of Clause 10(a) of Module Three of the SCCs, Customer acknowledges and agrees that there are no circumstances in which it would be appropriate for Rillet to notify any third-party controller of any Data Subject Request and that any such notification shall be the sole responsibility of Customer.

5. For the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Customer agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required.

6. Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Rillet (at Rillet's then-current professional services rates) in Rillet's cooperation and assistance provided to Customer under this Section 6, and shall on demand reimburse Rillet any such costs incurred by Rillet.

7. **PERSONAL DATA BREACH**

*Breach notification and assistance*

1. Rillet shall notify Customer without undue delay upon Rillet's discovering a Personal Data Breach affecting Customer Personal Data. Rillet shall provide Customer with information (insofar as such information is within Rillet's possession and knowledge and does not otherwise compromise the security of any Personal Data Processed by Rillet) to allow Customer to meet its obligations under the Applicable Data Protection Laws to report the Personal Data Breach. Rillet's notification of or response to a Personal Data Breach shall not be construed as Rillet's acknowledgement of any fault or liability with respect to the Personal Data Breach.

2. Rillet shall reasonably co-operate with Customer and take such commercially reasonable steps as may be directed by Customer to assist in the investigation of any such Personal Data Breach.

3. Customer is solely responsible for complying with notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Personal Data Breaches.

*Notification to Rillet*

4. If Customer determines that a Personal Data Breach must be notified to any Supervisory Authority, any Data Subject(s), the public or others under Applicable Data Protection Laws, to the extent such notice directly or indirectly refers to or identifies Rillet, where permitted by applicable laws, Customer agrees to:

    a. notify Rillet in advance; and

    b. in good faith, consult with Rillet and consider any clarifications or corrections Rillet may reasonably recommend or request to any such notification, which: (i) relate to Rillet's involvement in or relevance to such Personal Data Breach; and (ii) are consistent with applicable laws.

8. **CUSTOMER'S RESPONSIBILITIES**

1. Customer agrees that, without limiting Rillet's obligations under Section 5 (Security), Customer is solely responsible for its use of the Services, including (a) making appropriate use of the Services to maintain a level of security appropriate to the risk in respect of the Customer Personal Data; (b) securing the account authentication credentials, systems and devices Customer uses to access the Services; (c) securing Customer's systems and devices that Rillet uses to provide the Services; and (d) backing up Customer Personal Data.

2. Customer shall ensure:

    a. that there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by Rillet of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing) for the purposes of all Applicable Data Protection Laws (including Article 6, Article 9(2) and/or Article 10 of the GDPR (where applicable)); and

    b. that all Data Subjects have (i) been presented with all required notices and statements (including as required by Article 12-14 of the GDPR (where applicable)); and (ii) provided all required consents, in each case (i) and (ii) relating to the Processing by Rillet of Customer Personal Data.

3. Customer agrees that the Service, the Security Measures, and Rillet's commitments under this DPA are adequate to meet Customer's needs, including with respect to any security obligations of Customer under Applicable Data Protection Laws, and provide a level of security appropriate to the risk in respect of the Customer Personal Data.

4. Customer shall not provide or otherwise make available to Rillet any Customer Personal Data that contains any (a) Social Security numbers or other government-issued identification numbers; (b) protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; (c) health insurance information; (d) biometric information; (e) passwords to any online accounts; (f) credentials to any financial accounts; (g) tax return data; (h) any payment card information subject to the Payment Card Industry Data Security Standard; (i) Personal Data of children under 13 years of age; or (j) any other information that falls within any special categories of personal data (as defined in GDPR) and/or data relating to criminal convictions and offences or related security measures (together, "**Restricted Data**").

9. **LIABILITY**

The total aggregate liability of either Party towards the other Party, howsoever arising, under or in connection with this DPA and the SCCs (if and as they apply) will under no circumstances exceed any limitations or caps on, and shall be subject to any exclusions of, liability and loss agreed by the Parties in the Agreement; **provided that**, nothing in this Section 9 will affect any person's liability to Data Subjects under the third-party beneficiary provisions of the SCCs (if and as they apply).

10. **SERVICE DATA**

1. Customer acknowledges that Rillet may collect, use and disclose Service Data for its own business purposes, such as:

    a. for accounting, tax, billing, audit, and compliance purposes;

    b. to improve, develop, optimise and maintain the Services;

    c. to investigate fraud, spam, wrongful or unlawful use of the Services; and/or

    d. as otherwise permitted or required by applicable law.

2. In respect of any such Processing described in Section 10.1, Rillet:

    a. independently determines the purposes and means of such Processing;

    b. shall comply with Applicable Data Protection Laws (if and as applicable in the context);

    c. shall Process such Service Data as described in Rillet's relevant privacy notices/policies, as updated from time to time; and

d. where possible, shall apply technical and organisational safeguards to any relevant Personal Data that are no less protective than the Security Measures.

3. For the avoidance of doubt, this DPA shall not apply to Rillet collection, use, disclosure or other Processing of Service Data, and Service Data does not constitute Customer Personal Data.

11. **CHANGE IN LAWS**

Rillet may on notice vary this DPA to the extent that (acting reasonably) it considers necessary to address the requirements of Applicable Data Protection Laws from time to time, including by varying or replacing the SCCs in the manner described in Paragraph 6.6 of Annex 1 (European Annex).

12. **INCORPORATION AND PRECEDENCE**

1. This DPA shall be incorporated into and form part of the Agreement with effect from the Addendum Effective Date.

2. In the event of any conflict or inconsistency between:

a. this DPA and the Agreement, this DPA shall prevail; or

b. any SCCs entered into pursuant to Paragraph 6 of Annex 1 (European Annex) and this DPA and/or the Agreement, the SCCs shall prevail in respect of the Restricted Transfer to which they apply.

**Annex 1**

**European Annex**

## 1. PROCESSING OF CUSTOMER PERSONAL DATA

1.1 The Parties acknowledge and agree that the details of Rillet's Processing of Personal Data under this DPA and the Agreement (including the respective roles of the Parties relating to such Processing) are as set out in Attachment 1 to Annex 1 (European Annex) to the DPA.

1.2 Where Rillet receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, Rillet shall inform Customer.

1.3 Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of Rillet pursuant to or in connection with the Agreement shall be in strict compliance with the GDPR and all other applicable laws.

## 2. SUB-PROCESSING

2.1 Customer generally authorises Rillet to appoint Sub-Processors in accordance with this Paragraph 2.

2.2 Rillet may continue to use those Sub-Processors already engaged by Rillet as at the date of this DPA (as those Sub-Processors are shown, together with their respective functions and locations, in the Sub-Processor list shown at https://www.rillet.com/dpa-annex (the "**Sub-Processor List**").

2.3 Rillet shall give Customer prior written notice of the appointment of any proposed Sub-Processor, including reasonable details of the Processing to be undertaken by the Sub-Processor, by providing Customer with an updated copy of the Sub-Processor List via email sent to Customer's contact point as set out in Attachment 1 to Annex 1 (European Annex). If, within ten (10) days of receipt of that notice, Customer notifies Rillet in writing of any objections (on reasonable grounds) to the proposed appointment:

(a) Rillet shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Sub-Processor; and

(b) where: (i) such a change cannot be made within twenty (20) days from Rillet's receipt of Customer's notice; (ii) no commercially reasonable change is available; and/or (iii) Customer declines to bear the cost of the proposed change, then either Party may by written notice to the other Party with immediate effect terminate the Agreement, either in whole or to the extent that it relates to the Services which require the use of the proposed Sub-Processor, as its sole and exclusive remedy.

2.4 If Customer does not object to Rillet's appointment of a Sub-Processor during the objection period referred to in Paragraph 2.3, Customer shall be deemed to have approved the engagement and ongoing use of that Sub-Processor.

2.5 With respect to each Sub-Processor, Rillet shall maintain a written contract between Rillet and the Sub-Processor that includes terms which offer at least an equivalent level of protection for Customer

Personal Data as those set out in this DPA (including the Security Measures). Rillet shall remain liable for any breach of this DPA caused by a Sub-Processor.

2.6 Any approval by Customer of Rillet's appointment of a Sub-Processor that is given expressly or deemed given pursuant to this Paragraph 2 constitutes Customer's documented instructions to effect disclosures and onward transfers to any relevant Sub-Processors if and as required under Clause 8.8 of the SCCs.

**DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

2.7 Rillet, taking into account the nature of the Processing and the information available to Rillet, shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments and prior consultations with Supervisory Authorities which Customer reasonably considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by Rillet.

2.8 Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Rillet (at Rillet's then-current professional services rates) in Rillet's provision of any cooperation and assistance provided to Customer under Paragraph 3.1, and shall on demand reimburse Rillet any such costs incurred by Rillet.

**3. RETURN AND DELETION**

3.1 Subject to Paragraph 4.2 and 4.3, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), Rillet shall promptly cease all Processing of Customer Personal Data for any purpose other than for storage or as otherwise permitted or required under this DPA.

3.2 Subject to Paragraph 4.4, to the extent technically possible in the circumstances (as determined in Rillet's sole discretion), on written request to Rillet (to be made no later than fourteen (14) days after the Cessation Date ("**Post-cessation Storage Period**")), Rillet shall promptly after receiving such request:

(a) return a complete copy of all Customer Personal Data within Rillet's possession to Customer by secure file transfer, promptly following which Rillet shall delete or irreversibly anonymise all other copies of such Customer Personal Data; or

(b) either (at its option) delete or irreversibly anonymise all Customer Personal Data within Rillet's possession.

3.3 In the event that during the Post-cessation Storage Period, Customer does not instruct Rillet in writing to either delete or return Customer Personal Data pursuant to Paragraph 4.2, Rillet shall promptly after the expiry of the Post-cessation Storage Period either (at its option) delete; or irreversibly render anonymous, all Customer Personal Data then within Rillet possession to the fullest extent technically possible in the circumstances.

3.4 Rillet may retain Customer Personal Data where permitted or required by applicable law, for such period as may be required by such applicable law, provided that Rillet shall:

(a) maintain the confidentiality of all such Customer Personal Data; and

(b) Process the Customer Personal Data only as necessary for the purpose(s) specified in the applicable law permitting or requiring such retention.

3.5 Certification of deletion of Customer Personal Data as described in Clauses 8.5 and 16(d) of the SCCs, shall be provided only upon Customer's written request.

**4. AUDIT RIGHTS**

4.1 Rillet shall make available to Customer on request, such information as Rillet (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.

4.2 Subject to Paragraphs 5.3 to 5.8, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Rillet pursuant to Paragraph 5.1 is not sufficient in the circumstances to demonstrate Rillet's compliance with this DPA, Rillet shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by Rillet.

4.3 Customer shall give Rillet reasonable notice of any audit or inspection to be conducted under Paragraph 5.2 (which shall in no event be less than fourteen (14) days' notice) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing any destruction, damage, injury or disruption to Rillet's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Rillet's other customers or the availability of Rillet's services to such other customers).

4.4 Prior to conducting any audit, Customer must submit a detailed proposed audit plan providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Rillet will review the proposed audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise Rillet security, privacy, employment or other relevant policies). Rillet will work cooperatively with Customer to agree on a final audit plan.

4.5 If the controls or measures to be assessed in the requested audit are addressed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third-party auditor within twelve (12) months of Customer's audit request ("**Audit Report**") and Rillet has confirmed in writing that there are no known material changes in the controls audited and covered by such Audit Report(s), Customer agrees to accept provision of such Audit Report(s) in lieu of requesting an audit of such controls or measures.

4.6 Rillet need not give access to its premises for the purposes of such an audit or inspection:

(a) where an Audit Report is accepted in lieu of such controls or measures in accordance with Paragraph 5.5;

(b) to any individual unless they produce reasonable evidence of their identity;

(c) to any auditor whom Rillet has not approved in advance (acting reasonably);

(d) to any individual who has not entered into a non-disclosure agreement with Rillet on terms acceptable to Rillet;

(e) outside normal business hours at those premises; or

(f) on more than one occasion in any calendar year during the term of the Agreement, except for any audits or inspections which Customer is required to carry out under the GDPR or by a Supervisory Authority.

4.7 Nothing in this DPA shall require Rillet to furnish more information about its Sub-Processors in connection with such audits than such Sub-Processors make generally available to their customers.

4.8 Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by Rillet (at Rillet's then-current professional services rates) in Rillet's provision of any cooperation and assistance provided to Customer under this Paragraph 5 (excluding any costs incurred in the procurement, preparation or delivery of Audit Reports to Customer pursuant to Paragraph 5.5 ), and shall on demand reimburse Rillet any such costs incurred by Rillet.

4.9 The audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in this Paragraph 5.

**5. RESTRICTED TRANSFERS**

*EU Restricted Transfers*

5.1 To the extent that any Processing of Customer Personal Data under this DPA involves an EU Restricted Transfer from Customer to Rillet, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a) populated in accordance with Part 1 of Attachment 2 to Annex 1 (European Annex); and

*(b)* entered into by the Parties and incorporated by reference into this DPA.

*UK Restricted Transfers*

5.2 To the extent that any Processing of Customer Personal Data under this DPA involves a UK Restricted Transfer from Customer to Rillet, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a) varied to address the requirements of the UK GDPR in accordance with UK Transfer Addendum and populated in accordance with Part 2 of Attachment 2 to Annex 1 (European Annex); and

*(b)* entered into by the Parties and incorporated by reference into this DPA.

*Adoption of new transfer mechanism*

5.3 Rillet may on notice vary this DPA and replace the relevant SCCs with:

(a) any new form of the relevant SCCs or any replacement therefor prepared and populated accordingly (e.g., standard data protection clauses adopted by the European Commission for use specifically in respect of transfers to data importers subject to Article 3(2) of the EU GDPR); or

(b) another transfer mechanism, other than the SCCs,

that enables the lawful transfer of Customer Personal Data to Rillet under this DPA in compliance with Chapter V of the GDPR.

*Provision of full-form SCCs*

In respect of any given Restricted Transfer, if requested of Customer by a Supervisory Authority, Data Subject or further Controller (where applicable) – on specific written request (made to the contact details set out in Attachment 1 to this Annex 1 (European Annex); accompanied by suitable supporting evidence of the relevant request), Rillet shall provide Customer with an executed version of the relevant set(s) of SCCs responsive to the request made of Customer (amended and populated in accordance with Attachment 2 to Annex 1 (European Annex) in respect of the relevant Restricted Transfer) for countersignature by Customer, onward provision to the relevant requestor and/or storage to evidence Customer's compliance with Applicable Data Protection Laws.

**Attachment 1 TO EUROPEAN ANNEX**

**Data Processing Details**

| **Note:**<br>This Attachment 1 to Annex 1 (European Annex) to the DPA includes certain details of the Processing of Personal Data as required:<br>● by Article 28(3) GDPR; and<br>● to populate the Appendix to the SCCs in the manner described in Attachment 2 to Annex 1 (European Annex) to the DPA. |
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**RILLET / 'DATA IMPORTER' DETAILS**

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| **Name:** | GNAU INC., US Corporation (d/b/a Rillet) |
| **Address:** | As set out in the preamble to the DPA |
| **Contact Details for Data Protection:** | Role: Chief Technology Officer<br>Email: stelios@rillet.com |
| **Rillet Activities:** | Rillet provides accounting software for SaaS companies. |
| **Role:** | Processor |

**CUSTOMER / 'DATA EXPORTER' DETAILS**

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|---|---|
| **Name:** | the entity or other person who is a counterparty to the Agreement |
| **Address:** | Customer's address is:<br>● the address shown in the Agreement entered into by and between the Customer and Rillet; or<br>● if the Agreement does not include the address, the Customer's principal business trading address unless otherwise notified to privacy@rillet.com. |
| **Contact Details for Data Protection:** | Customer's contact details are:<br>● the contact details shown in the Agreement; or<br>● if the Agreement does not include the contact details, Customer's contact details submitted by Customer and associated with Customers account for the Services – unless otherwise notified to privacy@rillet.com. |

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| **Customer Activities:** | Customer's activities relevant to this DPA are the use and receipt of the Services under and in accordance with, and for the purposes anticipated and permitted in, the Agreement as part of its ongoing business operations. |
| **Role:** | ● Controller – in respect of any Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and<br>● Processor – in respect of any Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person (including its affiliates if and where applicable). |

**DETAILS OF PROCESSING**

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|---|---|
| **Categories of Data Subjects:** | Relevant Data Subjects include any Data Subjects Customer causes Rillet to process as part of the provisions of the Service, including:<br><br>● Employees and other personnel (non-employee workers; students, interns, apprentices and volunteers; directors and officers; advisers, consultants, independent contractors, agents and autonomous, temporary or casual workers, together with applicants and candidates for any one or more of the foregoing roles or positions) of Customers' customers and vendors, as well as Customers' individual customers and vendors.<br><br>Each category includes current, past and prospective Data Subjects. |
| **Categories of Personal Data:** | Relevant Personal Data includes any Categories of Data Customer causes Rillet to process as part of the provisions of the Service, including:<br><br>● **Personal details** – for example any information that identifies the Data Subject and their personal characteristics, name, age, date of birth, sex, and physical description.<br><br>● **Contact details** – for example home and/or business address, email address, telephone details and other contact information such as social media identifiers/handles.<br><br>● **Financial details** – for example information relating to the financial transaction of the Data Subject, including bank account details, credit card details and payments.<br><br>● **Commercial details** – for example Personal Data relating to goods, services or other intellectual property licensed, developed provided and related information, including details of the goods or services supplied, licences issued and contracts, by or to Data Subjects. |
| **Sensitive Categories of Data, and associated additional restrictions/safeguards:** | Categories of sensitive data:<br><br>None – as noted in Section 8.4 of the DPA, Customer agrees that Restricted Data, which includes 'sensitive data' (as defined in Clause 8.7 of the SCCs), must **not** be submitted to the Services.<br><br>Additional safeguards for sensitive data:<br><br>N/A |
| **Frequency of transfer:** | Ongoing – as initiated by Customer in and through its use, or use on its behalf, of the Services. |
| **Nature of the Processing:** | Processing operations required in order to provide the Services in accordance with the Agreement. |

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|---|---|
| **Purpose of the Processing:** | Customer Personal Data will be processed: (i) as necessary to provide the Services as initiated by Customer in its use thereof, and (ii) to comply with any other reasonable instructions provided by Customer in accordance with the terms of this DPA. |
| **Duration of Processing / Retention Period:** | For the period determined in accordance with the Agreement and DPA, including Paragraph 4 of Annex 1 (European Annex) to the DPA. |
| **Transfers to (sub-)processors:** | Transfers to Sub-Processors are as, and for the purposes, described from time to time in the Sub-Processor List (as may be updated from time to time in accordance with Paragraph 2 of Annex 1 (European Annex) to the DPA). |

**Attachment 2 TO**
**EUROPEAN ANNEX**

**POPULATION OF SCCs**

**Notes:**

- In the context of any EU Restricted Transfer, the SCCs populated in accordance with Part 1 of this Attachment 2 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Paragraph 6.2 of Annex 1 (European Annex) to the DPA).
- In the context of any UK Restricted Transfer, the SCCs as varied by the UK Transfer Addendum and populated in accordance with Part 2 of this Attachment 2 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Paragraph 6.3 of Annex 1 (European Annex) to the DPA).

## PART 1: POPULATION OF THE SCCs

### 1. SIGNATURE OF THE SCCs:

Where the SCCs apply in accordance with Paragraph 6.2 of Annex 1 (European Annex) to the DPA each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

### 2. MODULES

The following modules of the SCCs apply in the manner set out below (having regard to the role(s) of Customer set out in Attachment 1 to Annex 1 (European Annex) to the DPA):

(a) Module Two of the SCCs applies to any EU Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and/or

(b) Module Three of the SCCs applies to any EU Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person.

**3. POPULATION OF THE BODY OF THE SCCs**

3.1 For each Module of the SCCs, the following applies as and where applicable to that Module and the Clauses thereof:

(a) The optional 'Docking Clause' in Clause 7 is not used and the body of that Clause 7 is left intentionally blank.

(b) In Clause 9:

(i) OPTION 2: GENERAL WRITTEN AUTHORISATION applies, and the minimum time period for advance notice of the addition or replacement of Sub-Processors shall be the advance notice period set out in Paragraph 2.3 of Annex 1 (European Annex) to the DPA; and

(ii) OPTION 1: SPECIFIC PRIOR AUTHORISATION is not used and that optional language is deleted; as is, therefore, Annex III to the Appendix to the SCCs.

(c) In Clause 11, the optional language is not used and is deleted.

(d) In Clause 13, all square brackets are removed and all text therein is retained.

(e) In Clause 17:

i. OPTION 1 applies, and the Parties agree that the SCCs shall be governed by the law of Ireland in relation to any EU Restricted Transfer; and

ii. OPTION 2 is not used and that optional language is deleted.

(f) For the purposes of Clause 18, the Parties agree that any dispute arising from the SCCs in relation to any EU Restricted Transfer shall be resolved by the courts of Ireland, and Clause 18(b) is populated accordingly.

3.2 In this Paragraph 3, references to "**Clauses**" are references to the Clauses of the SCCs.

**4. POPULATION OF ANNEXES TO THE APPENDIX TO THE SCCs**

Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Attachment 1 to Annex 1 (European Annex) to the DPA, with:

4.1 Customer being 'data exporter'; and

4.2 Rillet being 'data importer'.

4.3 Part C of Annex I to the Appendix to the SCCs is populated as below:

The competent supervisory authority shall be determined as follows:

- Where Customer is established in an EU Member State: the competent supervisory authority shall be the supervisory authority of that EU Member State in which Customer is established.

- Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies and Customer has appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State in which Customer's EU representative relevant to the processing hereunder is based (from time-to-time).

- Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies, but Customer has not appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State notified in writing to Rillet's contact point for data protection identified in Attachment 1 to Annex 1 (European Annex) to the DPA, which must be an EU Member State in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.

4.4 Annex II to the Appendix to the SCCs is populated as below:

**General**:

- Please refer to Section 5 of the DPA and Annex 3 (Security Measures) to the DPA.

- In the event that Customer receives a Data Subject Request under the EU GDPR and requires assistance from Rillet, Customer should email Rillet's contact point for data protection identified in Attachment 1 to Annex 1 (European Annex) to the DPA.

**Sub-Processors**: When Rillet engages a Sub-Processor under these Clauses, Rillet shall enter into a binding contractual arrangement with such Sub-Processor that imposes upon them data protection obligations which, in substance, meet or exceed the relevant standards required under these Clauses and the DPA – including in respect of:

- applicable information security measures;

- notification of Personal Data Breaches to Rillet;

- return or deletion of Customer Personal Data as and where required; and
  engagement of further Sub-Processors.

## PART 2: UK RESTRICTED TRANSFERS

### 1. UK TRANSFER ADDENDUM

4.5 Where relevant in accordance with Paragraph 6.3 of Annex 1 (European Annex) to the DPA, the SCCs also apply in the context of UK Restricted Transfers as varied by the UK Transfer Addendum in the manner described below –

(a) *Part 1 to the UK Transfer Addendum*. As permitted by Section 17 of the UK Transfer Addendum, the Parties agree:

(i) Tables 1, 2 and 3 to the UK Transfer Addendum are deemed populated with the corresponding details set out in Attachment 1 to Annex 1 (European Annex) to the DPA and the foregoing provisions of this Attachment 2 (subject to the variations effected by the Mandatory Clauses described in (b) below); and

(ii) Table 4 to the UK Transfer Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked.

(b) *Part 2 to the UK Transfer Addendum*. The Parties agreed to be bound by the Mandatory Clauses of the UK Transfer Addendum.

In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in Paragraph 1.1 of this Part 2.

*Annex 2*

**California Annex**

1. It is the Parties' intent that with respect to any personal information, Rillet is a service provider. Rillet shall not (a) sell any personal information; (b) retain, use or disclose any personal information for any purpose other than for the specific purpose of providing the Services, including retaining, using, or disclosing the personal information for a commercial purpose other than the provision of the Service; or (c) retain, use or disclose the personal information outside of the direct business relationship between Rillet and Customer. Rillet hereby certifies that it understands its obligations under this Annex 2 and will comply with them.

2. The Parties acknowledge that Rillet's retention, use and disclosure of personal information authorised by Customer's instructions stated in the DPA are integral to the Services and the business relationship between the Parties. The exchange of Customer Personal Data does not form part of the consideration exchanged between the Parties in respect of the Agreement or any other business dealings.

## Annex 3

## Security Measures

As from the Addendum Effective Date, Rillet will implement and maintain the Security Measures as set out in this Annex 3.

1. Organisational management and dedicated staff responsible for the development, implementation and maintenance of Rillet's information security program.

2. Data security controls which include at a minimum logical segregation of data, restricted (e.g., role-based) access and monitoring, and utilisation of commercially available and industry standard encryption technologies for Customer Personal Data.

3. Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions.

4. Password controls designed to manage and control password strength, expiration and usage.

5. System audit or event logging and related monitoring procedures to proactively record user access and system activity.

6. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Rillet's possession.

7. Change management procedures and tracking mechanisms designed to test, approve and monitor all material changes to Rillet's technology and information assets.

8. Incident management procedures designed to allow Rillet to investigate, respond to, mitigate and notify of events related to Rillet's technology and information assets.

9. Network security controls that provide for the use of enterprise firewalls and intrusion detection systems designed to protect systems from intrusion and limit the scope of any successful attack.

10. Vulnerability assessment and threat protection technologies and scheduled monitoring procedures designed to identify, assess, mitigate and protect against identified security threats, viruses and other malicious code.