APPENDIX A
Data Processing Addendum

    This addendum sets out the Data Processing Agreement ("DPA") for the processing of personal data during the execution of the Terms and Conditions of Use of Asamo's Platform ("Agreement"). Where, while using Asamo's Platform ("Services") under the Agreement, Asamo processes End Users' data that is "personal data" or "personal information" under applicable data protection laws on behalf of End User, which are not End User's representatives name or professional contact details, Asamo is qualified as a Processor (as defined below), being the End User the Controller, and this DPA shall apply.

    This Addendum is hereby incorporated into and made a part of the Agreement. This Addendum will be effective until such time as Asamo is no longer Processing End User's Personal Data. Capitalized terms not otherwise defined have the meaning set to them under the Agreement or the applicable Data Protection Laws.

1. Definitions

"AUS Privacy Act" shall mean the Privacy Act 1988 (Cth) of Australia, and the Australian Privacy Principles set forth therein.

"CCPA" means the California Consumer Privacy Act of 2018, as amended and superseded from time to time, including by the California Privacy Rights Act of 2020, and the regulations promulgated thereunder.

"Controller," "Processor," "Data Subject," "Personal Data," "Personal Data Breach," "Processing," "Sell" and "Share" each have the meaning set forth under applicable Data Protection Laws (including equivalent terms).

"Data Protection Authority" shall have the meaning set forth in Section 10.

"Data Protection Laws" means all applicable state/regional, national, and international laws, orders, regulations, and regulatory guidance now or in the future relating to information security, privacy and data protection including without limitation, the CCPA, the AUS Privacy Act, the NZ Privacy Law, the GDPR and laws in the EU and UK implementing or supplementing the GDPR, as well as any other applicable U.S. privacy laws.

"End User Personal Data" shall have the meaning set forth in Section 2.

"GDPR" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons

with regard to the Processing of Personal Data and on the free movement of such Personal Data.

"Model Clauses" means: (a) where the GDPR applies, the standard 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 Regulation (EU)2016/679 of the European Parliament and of the Council ("EU SCCs"); (b) where the UK GDPR applies, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, in force 21 March 2022 ("UK SCCs"); and (c) where the Swiss Data Protection Act applies, the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner (the "Swiss SCCs"), each as may be updated from time to time.

"NZ Privacy Law" means the New Zealand Privacy Act 2020 and any rules, regulations or codes that are created pursuant that Act.

"Personnel" shall have the meaning set forth in Section 5.

"Services" means the services to be provided by Asamo for the benefit of the End User that are specified in the Agreement.

"Specific Business Purpose" shall have the meaning set forth in Section 3.

"Sub-processor" means a third-party subcontractor engaged by Asamo which, as part of Asamo's role of delivering the Services, will Process the End User's Personal Data.

2. Asamo's Obligations.

Asamo acknowledges that in the course of performing the Services, it may Process Personal Data for End User or on its behalf ("The End User Personal Data"). Asamo represents and warrants to End User continuously throughout the term of the Agreement that it will: (a) only Process End User Personal Data in accordance with the instructions provided by End User, for the purposes set out in the Agreement and only to the extent necessary to perform the Services and its obligations hereunder, (b) comply with the restrictions set out in Section 4 below, (c) not copy, modify, or create derivative works of any End User Personal Data except with End User's prior consent or as may be permitted by any applicable law which is incapable of exclusion by contract, (d) implement and maintain organizational, administrative, physical and technical safeguards meeting the highest standards of good industry practice to prevent the unauthorized Processing, destruction or loss of End User's Personal Data in Asamo's possession, custody or control, (e) implement and maintain an appropriate network security program that includes encryption of all End User Personal Data, (f) ensure its compliance with Data Protection Laws, (g) take all

reasonable precautions with respect to the employment of and access to End User Personal Data given to Personnel (defined below) and Sub-Processors, and (h) at the End User's request at any time during the term, provide End USer with a complete copy of or full access to any and all End User Personal Data that may be in Asamo's possession.

3. Processing End User Personal Data.

End User and Asamo acknowledge and agree that with regard to the Processing of End User Personal Data in the context of the provision of the Services, End User is the Controller, while Asamo is a Processor and that Asamo may engage Sub-Processors pursuant to the requirements set forth in Section 6 (Sub-Processors) below.

All verbal instructions are to be confirmed in writing or by email without undue delay. Asamo shall inform End User immediately if it considers that an instruction violates Data Protection Laws or if it is required to Process End User Personal Data outside the scope of End User's instructions.

The nature and purpose of Processing End User Personal Data by Asamo is the performance of the Services pursuant to the Agreement, as set out on Annex A.1 (the "Specific Business Purpose"). The duration of the Processing shall be for the duration of the Agreement (except if otherwise agreed by the parties in writing) and the rights and obligations under this Addendum shall remain in force after termination of the Agreement until all End User Personal Data Processed under this Addendum is deleted on the systems of Asamo and its Sub-Processors. Details about Processing, including the types of End User Personal Data Processed, the categories of Data Subjects under this Addendum, and the jurisdictions where Processing may occur are set out on Annex A.1.

Asamo shall (a) provide reasonable cooperation, assistance, and information to End User in relation to queries, complaints and other correspondence with any Data Subject or regulatory body (including Data Subject access requests) and as may reasonably be required to enable End User to comply with its obligations under applicable Data Protection Laws, and (c) amend, update, supplement, return or delete any End User Personal Data as soon as reasonably practicable at End User's request.

4. U.S. Data Privacy Laws & Regulations.

Pursuant to CCPA and other Data Protection Laws, the parties agree that Asamo is a "Service Provider," or "Processor" as such terms are defined in the CCPA, as well as under any other Data Protection Laws. Asamo will not (a) retain, use, or disclose any End User Personal Data outside the direct business relationship between Asamo and End User, or for any purpose other than for the "Specific Business Purpose," as set out in Annex A.1 hereto, and Asamo shall only Process End User Personal Data only as long as it provides Services to End User; (b) Sell any End User Personal Data; (c) Share any End User Personal Data unless the Services include the provision of

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cross-context behavioral advertising; or (d) combine the End User Personal Data that Asamo receives from, or on behalf of, End User with Personal Data that it receives from, or on behalf of, another person, or collects from its own interaction with a consumer, provided that Asamo may combine End User Personal Data if it is within the scope of providing the Services to End User. Asamo agrees to comply with the CCPA and all Data Protection Laws when Processing any End User Personal Data pursuant to the Agreement and shall notify End User if it makes a determination that it can no longer meet its obligations under CCPA and other Data Protection Laws.

5. International Transfers.

For the purposes of the Model Clauses, the parties agree that End User will act as the data exporter on End User's own behalf and on behalf of any of its affiliates; and Asamo will act on its own behalf and/or on behalf of the relevant affiliates as the data importers. The parties further agree as follows:

(a) Asamo shall not transfer any End User Personal Data from any jurisdiction to any other jurisdiction without End User's prior written approval and, if applicable, shall have in place a transfer agreement or other mechanism appropriate to comply with Data Protection Laws. The parties agree that any international transfer of End User Personal Data will comply with Data Protection Laws.

(b) If End User Personal Data is transferred from the EU, UK, or European Economic Area ("EEA") to a jurisdiction that is not within the EU, UK, or EEA, and which do not ensure an adequate level of data protection within the meaning of the laws and regulations of these countries, then such transfer of End User Personal Data will be governed by the terms of the Model Clauses, unless an alternative transfer mechanism (e.g., Binding Corporate Rules) permitted by Data Protection Laws exists, in which case, the alternative transfer mechanism will be documented in writing. Only when applicable and where this Addendum or the Agreement conflict with the Annexes, the Annexes will control.

(c) Any other international transfer of End User Personal Data requiring a data transfer agreement containing specific terms under Data Protection Laws will be governed by such terms.

(d) For data transfers between End User and Asamo subject to the EU SCCs, the EU SCCs will be deemed entered into (and incorporated into this Addendum by reference) and completed as follows:

    i. Module Two (Controller to Processor) of the EU SCCs will apply where Asamo is a Processor and End User is a Controller.

    ii. For Module Two, where applicable:

        A. in Clause 7, the optional docking clause will apply;

        B. in Clause 9, Option 1, specific prior authorisation, will apply and the data importer shall submit the request for specific authorisation at

least 30 days prior to the engagement of the sub processor;

C. in Clause 11, the optional language will not apply;

D. in Clause 17, Option 2 will apply, and the EU SCCs will governed by Portuguese law;

E. in Clause 18(b), disputes will be resolved before the courts of Portugal;

F. Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 to this Addendum, as applicable;

G. Annex II of the EU SCCs shall be deemed completed with the information set out in Annex 2 to this Addendum; and

H. Annex III of the EU SCCs shall be deemed completed with the information set out in Annex 1 to this Addendum.

iii. For data transfers subject to the UK SCCs, the UK SCCs will be deemed entered into (and incorporated into this Addendum by reference, including Part 2: Mandatory Clauses) and completed as follows:

A. In Table 1 of the UK SCCs, the parties' details and key contact information is located in Section A of Annex 1 of this Addendum.

B. In Table 2 of the UK SCCs, information about the version of the approved EU SCCs, modules and selected clauses which this UK International Data Transfer Agreement is appended to is located in Section 4(d)(ii) of this Addendum.

C. In Table 3 of the UK SCCs:

a) The list of Parties is located in Section A of Annex A.1;

b) The description of the transfer is set forth in Section B (Nature and Purpose of the Processing) of Annex A.1;

c) Annex A.2 is attached to this Addendum; and

d) The list of Sub-processors is located at Annex A.3;

e) In Table 4 of the UK SCCs, both parties may end the UK SCCs in accordance with the terms of the UK SCCs.

iv. In case of any transfers of End User Personal Data from Switzerland (i) general and specific references in the EU SCCs to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the Data Protection Laws of Switzerland, as applicable; and (ii) any other obligation in the EU SCCs determined by the Member State in which the data exporter or Data Subject is established shall refer to an obligation under the Swiss Data Protection Act, as applicable. To extent that and for so long as the EU SCCs as implemented in accordance with this Agreement cannot be relied on by the parties to lawfully transfer End User Personal Data in compliance with the applicable standard data protection clauses issued, adopted or permitted under the Swiss Data Protection Act shall be incorporated by reference, and the annexes, appendices or tables of

such clauses shall be deemed populated with the relevant information set out in Annex A.1 and A.2 of this Addendum.

6. Asamo's Personnel.

Asamo shall ensure that access to End User Personal Data is limited to those Asamo's employees and contractors ("Personnel") and agents who have a need to know or need to access that End User Personal Data to enable Asamo to perform its obligations under the Agreement. Asamo shall ensure that its Personnel engaged in the Processing of End User Personal Data are informed of the confidential nature of the End User Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality obligations no less restrictive than those contained in this Addendum and such obligations survive the termination of that persons' engagement with Asamo. Asamo has appointed, where required by applicable Data Protection Laws, a data protection officer who meets the requirements under such laws for the performance of his or her duties. Details about the appointed person shall be included in Annex A.2.

7. Sub-Processors.

End User authorizes Asamo to appoint Sub-Processors. The list of approved Sub-Processors can be found on Annex A.3 hereto. In case Asamo wishes to change any of the approved Sub-Processors, Asamo will inform End User, to the extent possible, before the new Sub-Processor is processing End User Personal Data. If End User does not oppose in writing to the use of a new Sub-Processor within 15 /fifteen) days upon receiving Asamo's notice, the use of such new Sub-Processor shall be deemed accepted by the End User. In exceptional circumstances related to the Platform and End User's data security, Asamo may change immediately the Sub-Processor, but will provide notice in writing to End User as soon as reasonably practicable. Any Sub-Processor must be bound by the same obligations as the ones to which Asamo is bound by this Addendum. Asamo remains fully responsible and liable for a Sub-Processor's failure to comply with Data Protection Laws and this Addendum in the Processing of End User's Personal Data

8. Security.

Asamo shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate: (a) the pseudonymization and encryption of End User Personal Data; (b) measures designed to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and Services; (c) the ability to restore the availability and access to End User Personal Data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing; (e) a process and procedures to monitor and log processing systems for unauthorized changes and other evidence the processing environment has been

compromised. Asamo shall document and monitor compliance with these measures. Technical and organizational measures are subject to technical progress and further development and Asamo may implement alternative adequate measures provided Asamo shall not decrease the overall security of the Services during the term of the Agreement. The minimum security measures to be implemented by Asamo are in Annex A.2 of this Addendum.

9. Personal Data Breach Notification.

Asamo shall: (i) provide End User with the name and contact information for an employee of Asamo who shall serve as En User's primary security contact and shall be available to assist End User twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Personal Data Breach of End User Personal Data; and (ii) notify End User of a Personal Data Breach affecting End User Personal Data as soon as practicable, but no later than twenty-four (24) hours after Asamo becomes aware of it; and

(a) Immediately following Asamo's notification to End User of a Personal Data Breach affecting End User Personal Data, the parties shall coordinate with each other to investigate such Personal Data Breach. Asamo agrees to fully cooperate with End User in End User's handling of the matter, including, without limitation: (i) assisting with any investigation; and (ii) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by End User.

(b) Asamo shall promptly use best efforts to remedy any Personal Data Breach affecting End User Personal Data and prevent any further Personal Data Breach in accordance with applicable privacy rights, laws, regulations and standards.

(c) Asamo agrees that it shall not inform any third party of any Personal Data Breach affecting End User Personal Data without first notifying End User. Further, Asamo agrees that it shall reasonably cooperate with End User to jointly determine: (i) whether notice of the Personal Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

(d) Asamo agrees to fully cooperate with End User in any litigation or other formal action deemed necessary by End User to protect its rights relating to the use, disclosure, protection, and maintenance of End User Personal Data.

(e) In the event of any Personal Data Breach, Asamo shall promptly use best efforts to prevent a recurrence of any such Personal Data Breach.

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10. Data Subjects' Rights.

Asamo shall promptly notify End User if it receives a request from a Data Subject for information, access to, correction, amendment, deletion, erasure, portability, restriction of Processing of that person's Personal Data. Asamo shall not respond to any such Data Subject request without first notifying and obtaining End User's prior written consent, except to confirm that the request relates to the End User. Upon request by End User, Asamo shall assist End User to fulfill the rights of the Data Subjects and respond to such Data Subjects requests.

11. Assistance and Cooperation with Compliance.

Asamo shall: (a) whenever legally required, maintain a record in writing of all categories of Processing carried out on behalf of End User and make such records available to End User upon request from End User or a relevant data protection authority ("Data Protection Authority"); (b) provide any information required by End User to document compliance with Data Protection Laws and compliance with Asamo's obligations as set out in this Addendum and its Annexes; (c) inform End User without undue delay of (i) any Processing of End User Personal Data outside the scope of this Addendum and its Annexes and of any violations of Data Protection Laws, in particular disruptions, suspected breaches of data protection or other impairments or changes to the collection, processing or use of End User Personal Data by Asamo or any Sub-Processor or individuals employed by Asamo or any Sub-Processors and (ii) any control actions or measures taken by a Data Protection Authority or any other authority with respect to the Processing of End User Personal Data and make every effort to support End User insofar as End Useris subject to an inspection by a Data Protection Authority, an administrative or criminal procedure or claim by a Data Subject or by a third party or any other claim in connection with the Processing by Asamo; and (d) assist End User with the execution of any data protection impact assessment and with consultation of the relevant Data Protection Authority where legally required.

12. Audit Rights.

To the extent the Services under this Addendum or the Agreement entail Asamo's Processing of Personal Data on End User's behalf and if the information provided by Asamo to End User is not sufficient for End User to assess the Data Processing activities subject to this Addendum, End User has the right to inspect Asamo's respective systems and facilities on a regular basis to ensure compliance with this Addendum and its Annexes, and applicable Data Protection Laws. Before the commencement of any such audit, End User and Asamo shall mutually agree in good faith upon the scope, timing, and duration of the audit. End Useris entitled to conduct the audit either by an authorized representative, including its data protection officer, where relevant, or through third parties that it instructs. End User shall notify Asamo

with information regarding any non-compliance discovered during the course of an audit. Asamo shall also grant the above audit rights to any competent Data Protection Authority.

13. Equitable Relief.

Asamo acknowledges that any breach of its covenants or obligations set forth in this Addendum may cause End User irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, End User is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, without the necessity of posting a bond, in addition to any other remedy to which End User may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Agreement to the contrary.

14. Material Breach.

Asamo's failure to comply with any of the provisions of this Addendum is a material breach of the Agreement. In such event, End User may terminate the Agreement upon written notice to the Asamo as agreed in the Agreement.

15. Conflict.

Notwithstanding anything to the contrary in the Agreement, in the event and to the extent that the terms of this Addendum conflict with any of the terms of the Agreement, this Addendum supersedes the Agreement in all which relates to the processing of Personal Data. In the event of any conflict or inconsistency between the body of this Addendum and the Model Clauses, the applicable Model Clauses shall prevail.

Annex A.1 – Details of Processing

A. List of Parties

Data Exporter

Name: [-----]

Address: [-----]

Contact Person's Name, Email, Position: [----------]

Asamo

Role (controller/processor): Controller

Name: Asamo, S.A.

Address: Avenida Cidade de Maringá, 55 – 1 Piso, 2400-137 Leiria

Contact Person's Name, Email, Position: Diogo Nesbitt, CTO
legal@asamo.com and dpo@asamo.com

Role (controller/processor): Processor

B. Nature and Purpose of the Processing

1. Categories of data subjects whose personal data is processed

   End Users

2. Categories of personal data processed

   End Users: names, surnames and professional email addresses

3. The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)

   Continuous

4. Nature of the processing

   The "Specific Business Purpose" for processing shall be to provide technology services to End Users.

5. Purpose(s) of the data transfer and further processing

   To provide the Services pursuant to the Agreement.

6. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

   The Processing will continue until the date which is the earlier to occur of: (a) the expiration or termination of the Agreement, or (b) the date that Processor retains any End User Personal Data related to the Agreement in its possession or control under the Controller's purposes and instructions.

7. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing. The subject matter of the Processing of End User Personal Data are set out in the Agreement and this Addendum.

8. The duration of the Processing activities shall be for the term set forth in the Agreement. The purpose of the Processing of End User Personal Data by Processor is the performance of the Services pursuant to the Agreement.

9. Special Categories of Data (if applicable):

None applicable

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C. Competent Supervisory Authority: Portugal

Annex A.2 – Data Security Measures

This Annex forms part of the Addendum. Asamo agrees that it has the following security measures in place:

(a) Encryption. Asamo shall use strong encryption methodologies to protect Personal Data transferred over public networks, and shall implement whole disk encryption for all Personal Data at rest. Asamo will fully document and comply with Asamo's key management procedures for crypto keys used for the encryption of Personal Data.

(b) Storage. Asamo shall retain all Personal Data in a physically and logically secure environment to protect from unauthorized access, modification, theft, misuse and destruction. Asamo shall utilize platforms to host Personal Data that are configured to conform to industry standard security requirements and will only use hardened platforms that are continuously monitored for unauthorized changes.

(c) Antivirus; Firewall. Asamo shall utilize antivirus programs that are capable of detecting, removing, and protecting against all known types of malicious or unauthorized software with antivirus signature updates at least every twelve (12) hours. Asamo will implement firewalls designed to ensure that all outbound traffic to End User's systems are restricted to only what is necessary to ensure the proper functioning of the Services. All other unnecessary ports and services will be blocked by firewall rules at Asamo network.

(d) Vulnerability Management.

(i) Updates and Patches. With regards to the handling of Personal Data, Asamo shall establish and maintain mechanisms for vulnerability and patch management that are designed to evaluate application, system, and network device vulnerabilities and apply Asamo -supplied security fixes and patches in a timely manner taking a risk-based approach for prioritizing critical patches.

(ii) Data Loss Prevention. Asamo shall maintain a "data loss prevention" (DLP) or "extrusion prevention" solution to protect Personal Data, and shall integrate the results of that activity with its program for audit logging and intrusion detection as described below.

(iii) Audit Logging; Intrusion Detection. Asamo shall collect and retain audit logs recording privileged user access activities, authorized and unauthorized access attempts, system exceptions, and information security events, complying with

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applicable policies and regulations. Audit logs shall be reviewed at least daily and file integrity (host) and network intrusion detection (IDS) tools shall be implemented to help facilitate timely detection, investigation by root cause analysis and response to incidents. Physical and logical user access to audit logs shall be restricted to authorized Personnel.

(iv) Information Risk Assessment. On an annual basis, Asamo shall cooperate with End User, at End User's discretion, to perform formal risk assessments to determine the likelihood and impact of potential privacy and security risks to Personal Data. Asamo shall conduct the audit annually in accordance with all applicable local laws, regulations and requirements for credit card and privacy (including without limitation PCI DSS) as well as industry common standards for information security. An audit report shall be provided to End User whenever requested to Asamo.

(v) Physical Security. Where Asamo is Processing End User Personal Data, such Personal Data shall be housed in secure areas, physically protected from unauthorized access, with appropriate environmental and perimeter controls. The facilities shall be physically protected from unauthorized access, damage, theft and interference.

(vi) Disaster Recovery Management. Asamo shall provide documentation of its formal and secure disaster recovery plan, meeting a standard of good industry standards and redacted for proprietary and confidential information. Asamo shall share evidence with End User that Asamo conducts regular testing of that plan on at least an annual basis, which impacts any End User's systems and Personal Data governed by the Agreement.

Annex A.3 – Sub-Processors List

This Annex forms part of the Addendum. End User approves the engagement of the following Sub-Processors by Asamo:

Name of Sub-Processor	Contact details (Address and Country)	Service(s) for which it has been contracted by Asamo
Google Ireland Limited	Gordon House, Barrow Street, Dublin 4, Ireland	Google Cloud Platform, Google Workspace

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SendGrid (Twilio, Inc.)	101 Spear Street, Ste 500 San Francisco, CA 94105, USA	Email reports to End Users
Slack Technologies Limited, Slack Technologies, LLC.	3rd & 4th FL, No1, Central Park (Block G), Leopardstown, Dublin 18, Ireland and 500 Howard Street, San Francisco, CA 94105, United States of America	Internal (Asamo) communication
Kustomer LLC	830 Morris Turnpike, 4th Floor Short Hills, NJ 07078	Customer communication
Nimbata	6 Liberty Sq Boston, MA 02109 USA	Call Tracking
Stripe Payments Europe	1 Grand Canal Street Lower, Grand Canal Dock, Dublin, D02 H210, Ireland	Payment processing
PostHog	2261 Market St., #4008, San Francisco, CA 94114, United States of America	User Tracking
Zapier	5 New Street Square, London, United Kingdom, EC4A 3TW	Data transfer between systems and automations

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Adverity	Rathausstrasse 1 – 2nd Floor, 1010 Vienna, Austria +43 (1) 8903155	Data import from media networks