

Data Processing Agreement

BACKGROUND

- A. This Data Processing Agreement ("**Agreement**") forms part of the Principal Agreement (defined below) between you (the "**Company**" or "**you**") and the applicable 6clicks entity as specified in the Principal Agreement ("**6clicks**" and the "**Data Processor**") (together as the "**Parties**"). All capitalized terms not defined in this Agreement have the meanings set forth in the Principal Agreement.
- B. 6clicks is committed to handling your Personal Data responsibly and complying with the legal requirements of Data Processing.
- C. This Agreement will be effective on the later of (i) the effective date of the Principal Agreement or (ii) the date both parties execute this Agreement ("**Effective Date**").
- D. In case of any conflict or inconsistency with the terms of this Agreement or the Principal Agreement, this Agreement will take precedence over the terms of the Principal Agreement to the extent of such conflict or inconsistency.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "**Agreement**" means this Data Processing Agreement and all Annexures;

1.1.2 "**California Personal Information**" means Personal Data that is subject to the protection of the CCPA;

1.1.3 "**CCPA**" means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018);

1.1.4 "**Consumer**" "**Business**", "**Sell**" and "**Service Provider**" will have the meanings given to them in the CCPA;

1.1.5 "**Company Personal Data**" means any Personal Data Processed

by 6clicks (or a Sub-Processor) on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.6 "**Data Protection Laws**" means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws, the CCPA and the data protection and privacy laws of Australia; in each case as amended, repealed, consolidated or replaced from time to time;

1.1.7 "**Europe**" means the European Union, the European Economic Area or their member states, Switzerland and the United Kingdom;

- 1.1.8 **"European Data Protection Laws"** means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii); or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"); and (iv) Swiss Federal Data Protection Act on 19 June 1992 and its corresponding ordinances ("**Swiss DPA**");
- 1.1.9 **"Platform"** means 6clicks's online software and mobile app that enables customers to manage risk and compliance processes, provided on a 'software-as-a-service' basis;
- 1.1.10 **"Principal Agreement"** means the contract in place between you and 6clicks in connection with the Platform and associated services;
- 1.1.11 **"Restricted Transfer"** means a transfer (directly or via onward transfer) of Personal Data that is subject to European Data Protection Law to a country outside Europe that is not subject to an adequacy decision by the European Commission, or the competent UK or Swiss authorities (as applicable);
- 1.1.12 **"Standard Contractual Clauses"** or "**SCCs**" means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021 as may be amended, superseded or replaced;
- 1.1.13 **"Sub-processor"** means any person appointed by or on behalf of 6clicks to process Personal Data on behalf of the Company in connection with the Agreement or the Principal Agreement; and
- 1.1.14 **"UK Addendum"** means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 as may be amended, superseded, or replaced.
- 1.2 The terms, "**Consumer**", "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the applicable Data Protection Laws, and their cognate terms shall be construed accordingly.
- 2. Processing of Company Personal Data**
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- 2.1 You have instructed 6clicks to process Company Personal Data.

- 2.2 A description of the processing of Personal Data related to the Platform and associated services, as applicable, is set out in Annexure 1. 6clicks may update the description of processing from time to time to reflect new products, features or functionality comprised within the Platform or associated services. 6clicks will update the relevant documentation to reflect such changes.

3. Obligations of the Parties

Data Processor

6clicks shall:

- 3.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data;
- 3.2 not Process Company Personal Data other than for the purpose described in this Agreement or as otherwise agreed within the scope of your documented instructions except where otherwise required by local law(s) that are not incompatible with the Data Protection Laws;
- 3.3 not “sell” the Company Personal Data within the meaning of the CCPA or otherwise;
- 3.4 take all measures reasonably appropriate in accordance with Data Protection Laws to ensure the security of the Company Personal Data;
- 3.5 notify the Company promptly if 6clicks has reason to believe that it is unable to comply with any of its obligations under this Agreement and cannot cure this inability to comply within a reasonable time frame or becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Agreement;
- 3.6 not be responsible for compliance with any Data Protection Laws applicable to you which are not generally applicable to 6clicks;
- 3.7 maintain records of all categories of Processing activities carried out on behalf of the Company under this

Agreement ("**Records of Processing Activities**" or "**ROPA**"), including: (i) the name and contact details of the Processor and, where applicable, any Sub-processors; (ii) the categories of Processing carried out on behalf of the Company; (iii) transfers of Company Personal Data to a third country or international organization; and (iv) a general description of the technical and organizational security measures referred to in clause 5.1. 6clicks shall make the ROPA available to the Company and any relevant Supervisory Authority on reasonable written request.

The Company

- 3.8 Within the scope of the Agreement and in your use of the Platform and associated services, you will be responsible for complying with all requirements that apply to you under applicable Data Protection Laws with respect to your Processing of Personal Data and the instructions you issue to 6clicks.
- 3.9 You acknowledge and agree that you will be solely responsible for:
 - 3.9.1 the accuracy, quality, and legality of Company Personal Data and the means by which you acquired the Company Personal Data;
 - 3.9.2 complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations;
 - 3.9.3 ensuring you have the right to transfer, or provide access to, the Personal Data to 6clicks for Processing in accordance with the terms of the Principal Agreement (including this Agreement);

- 3.9.4 ensuring that your instructions to 6clicks regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws;
- 3.9.5 independently determining whether the data security provided for in the Platform adequately meets your obligations under applicable Data Protection Laws. You are also responsible for your secure use of the Platform, including protecting the security of Personal Data in transit to and from the Platform (including to securely backup or encrypt any such Personal Data); and
- 3.9.6 complying with all applicable laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Platform, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices.
- 3.9.7 informing 6clicks without undue delay if you are not able to comply with your responsibilities under clause 3.8 or applicable Data Protection Laws.
- 3.10 The Parties agree that the Principal Agreement (including this Agreement), together with your use of the Platform and associated services in accordance with the Principal Agreement, constitute your complete instructions to 6clicks in relation to the Processing of Personal Data.

4. Processor Personnel

6clicks shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any

Sub-Processor who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know or access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with applicable laws in the context of that individual's duties to the Sub-Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

- 5.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the 6clicks shall, in relation to the Company Personal Data, implement appropriate technical and organizational security measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR and all other applicable clauses of Data Protection Laws (as applicable to 6clicks).
- 5.2 A list of 6clicks' security protocols is attached as Annexure 2.
- 5.3 6clicks shall maintain a current Information Security Registered Assessors Program (IRAP) assessment of the assessed government-hosted instance of the Platform (gov-au) throughout the Term. For the avoidance of doubt, this obligation applies to that specific assessed instance only and does not extend to all instances of the Platform. Upon reasonable request, 6clicks will provide the Company with a summary of its current IRAP assessment status.
- 5.4 In assessing the appropriate level of security, 6clicks shall take account the risks that are presented by

Processing, in particular from a Personal Data Breach perspective.

6. Subprocessing

- 6.1 You agree that 6clicks may engage Sub-processors to process Company Personal Data on your behalf.
- 6.2 A list of Sub-processors is included as Annexure 3 to this Agreement. 6clicks may update this list from time to time by providing written notice to the Company no less than 45 days prior to the relevant Sub-processor addition or replacement taking effect.
- 6.3 6clicks shall:
 - 6.3.1 enter into a written agreement with each Sub-processor imposing data protection terms that require the Sub-processor to protect the Company Personal Data to the standard required by applicable Data Protection Law (and in substance, to the same standard provided by this Agreement); and
 - 6.3.2 remain liable to you if such Sub-processor fails to fulfill its data protection obligations with regard to the relevant processing activities under applicable Data Protection Law.

7. Data Subject Rights

- 7.1 The Platform provides you with a number of controls that you can use to retrieve, correct, delete or restrict Personal Data, which can assist you in connection with your obligations under Data Protection Laws, including your obligations relating to responding to requests from Data Subjects to exercise their rights under applicable Data Protection Laws.
- 7.2 To the extent that you are unable to independently address a Data

Subject request and taking into account the nature of the Processing, 6clicks shall assist you implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

7.3 6clicks shall:

- 7.3.1 promptly notify you if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and
- 7.3.2 ensure that it does not respond to that request except on your documented instructions or as required by applicable laws to which the Processor is subject, in which case 6clicks shall to the extent permitted by applicable laws inform you of that legal requirement before the Sub-Processor responds to the request.

8. Personal Data Breach

- 8.1 6clicks shall notify you without undue delay, and in any event within 24 hours, of becoming aware of a Personal Data Breach affecting Company Personal Data, by providing you with a preliminary written notification containing, to the extent then available: (i) a description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) the name and contact details of the data protection officer or other contact point where more information can be obtained; (iii) a description of the likely consequences of the

Personal Data Breach; and (iv) a description of the measures taken or proposed to be taken by 6clicks to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where full information is not available within 24 hours, 6clicks shall provide such information as is available in a preliminary notification and shall supplement this with a full written incident report within 14 calendar days of the date of the initial notification.

8.2 6clicks shall co-operate with you and take reasonable commercial steps as are directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8.3 Without limiting clause 8.1, to the extent that a Personal Data Breach may constitute or contribute to an eligible data breach under Part IIIC of the *Privacy Act 1988* (Cth), 6clicks shall provide the Company with all information and assistance reasonably required to enable the Company to: (i) assess whether the breach meets the threshold for notification under the NDB scheme; (ii) prepare and submit any required statement to the OAIC; and (iii) notify affected individuals as required under the Privacy Act.

8.4 6clicks shall promptly commence an investigation and take such measures and actions as it considers necessary or appropriate to remedy or mitigate the effects of the Personal Data Breach.

8.5 6clicks shall reasonably cooperate with any post incident investigation, remediation, and communication efforts.

8.6 6clicks shall not inform any third party (other than a Sub-processor of Company Personal Data) of a Personal Data Breach referencing or identifying Company and/or the relevant Controller instructing Company, without

Company's prior written consent, except as required by applicable law, mandated by a Supervisory Authority or contractual obligations, or in furtherance of 6clicks' efforts to investigate or remediate the Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

6clicks shall provide reasonable assistance to you with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to 6clicks and the Sub-Processors.

10. Deletion or return of Company Personal Data

10.1 Subject to clauses 10.2 and 10.5, 6clicks shall, following the expiry of the Export Window (as defined in clause 10.2), promptly and in any event within 10 business days, delete and procure the deletion of all copies of Company Personal Data.

10.2 Prior to the deletion obligation in clause 10.1 taking effect, the Company shall have a period of 30 days from the Cessation Date (the "**Export Window**") during which it may request and 6clicks shall provide reasonable assistance to enable the Company to export all Company Personal Data in a structured, commonly used and machine-readable format. The deletion obligation under clause 10.1 shall be suspended in respect of any Company Personal Data the subject of an active export request during the Export Window, and shall resume upon completion of that export or expiry of the Export Window (whichever is

earlier). For the avoidance of doubt, this clause is consistent with the data archiving and reactivation rights in the Principal Agreement, and the Export Window runs concurrently with any post-termination access period provided under the Principal Agreement.

- 10.3 Within 10 business days of completing the deletion of Company Personal Data as required under clause 10.1, 6clicks shall provide written certification to the Company that it has fully complied with its obligations under this clause 10.
- 10.4 The obligation under this clause 10 does not apply to the extent that 6clicks is required by applicable law to retain some or all of the Company Personal Data provided that 6clicks shall notify the Company of any such legal retention obligation (to the extent permitted by law) and shall continue to protect any retained data in accordance with this Agreement.

11. Audit rights

- 11.1 To the extent that you cannot be reasonably satisfied of 6clicks' compliance with this Agreement and where required by applicable Data Protection Laws, 6clicks shall make available to you on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of the Company Personal Data by the Sub-Processors.
- 11.2 Without limiting the foregoing, 6clicks shall, as a standing obligation and no less than annually, make available to the Company upon request its most recent ISO 27001 certificate, a summary of its IRAP assessment status, and such other third-party security attestations as 6clicks holds from time to time. Where the Company's audit is triggered by a confirmed or suspected Personal Data Breach, the minimum advance

notice period in clause 11.4 shall be reduced to 5 business days.

- 11.3 Information and audit rights of the Company only arise under section 11.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.
- 11.4 Notwithstanding the foregoing, any audit (or inspection) must be conducted during 6clicks' regular business hours, with reasonable advance notice (which may not be less than 45 calendar days) and subject to reasonable confidentiality procedures (which may include the parties entering into a non-disclosure agreement).

12. Data Transfers

- 12.1 To the extent that 6clicks transfers the Data (or permits the Data to be transferred) to a country other than the country in which the Data was first collected, it shall first take such measures as are necessary to ensure that the transfer is made in compliance with applicable Data Protection Laws. Such measures may include (without limitation) transferring the Data to a recipient that has executed standard contractual clauses adopted by the European Commission, UK Secretary of State or Information Commissioner's Office or Brazilian Data Protection Authority (as applicable) or transferring the Data to a recipient that has executed a contract with 6clicks that ensures the Data will be protected to the standard required by applicable Data Protection Laws. 6clicks will also protect the Data in a way that overall provides comparable safeguards to the country in which the Data was first collected.
- 12.2 **Transfer Impact Assessments:** Where 6clicks relies on Standard Contractual Clauses or any other transfer mechanism under this Agreement to transfer Company

Personal Data to a third country, 6clicks shall, prior to making or permitting such transfer, conduct and document a Transfer Impact Assessment ("TIA") assessing: (i) the laws and practices of the destination country that are relevant to the protection of the transferred data, including government access powers; (ii) the likelihood that such laws or practices will impinge on the effectiveness of the applicable transfer mechanism; and (iii) any supplementary technical, contractual or organizational measures implemented to ensure an essentially equivalent level of protection. 6clicks shall make the TIA available to the Company upon reasonable request and shall review and update each TIA whenever there is a material change in the destination country's legal regime or in the nature of the processing.

13. Automated Decision Making

- 13.1 6clicks shall promptly notify the Company if any Processing of Company Personal Data carried out under this Agreement involves or is likely to involve automated decision-making (including profiling) that produces legal effects concerning, or similarly significantly affects, any individual. Such notification shall describe: (i) the nature of the automated processing; (ii) the logic involved; and (iii) the significance and envisaged consequences for the affected individuals.
- 13.2 6clicks shall not make decisions based solely on automated Processing of Company Personal Data (including profiling) that produce legal effects concerning, or similarly significantly affect, any individual, without the Company's prior documented instructions expressly authorizing such decisions.
- 13.3 Where automated decision-making activities are carried out by a Sub-processor, 6clicks shall ensure that the relevant Sub-processor is subject to

equivalent restrictions and notification obligations as set out in this clause.

14. Australian Privacy Law Obligations

- 14.1 The following provisions apply to the extent that the Privacy Act 1988 (Cth) ("**Privacy Act**") and the Australian Privacy Principles ("**APPs**") apply to the Processing of Company Personal Data under this Agreement.
- 14.2 **Access and Correction Assistance (APP 12 and APP 13):** To the extent that the Company receives a request from an individual to access or correct Company Personal Data held by 6clicks (whether under APP 12 or APP 13 of the Privacy Act or otherwise), 6clicks shall provide reasonable assistance to the Company to enable it to respond to such a request within a reasonable timeframe, including by providing access to, or correcting, the relevant Company Personal Data as directed by the Company.
- 14.3 **Notifiable Data Breaches (NDB Scheme):** To the extent required by Parts IIIC of the Privacy Act, 6clicks shall provide the Company with all reasonable assistance to enable the Company to assess whether an eligible data breach (within the meaning of the Privacy Act) has occurred and to prepare and submit any required statement to the Office of the Australian Information Commissioner ("**OAIC**"). 6clicks shall promptly notify the Company of any incident that may constitute an eligible data breach, and shall cooperate with the Company in any notification to affected individuals and to the OAIC.
- 14.4 **Cross-Border Disclosure (APP 8 and section 16C):** To the extent that 6clicks discloses Company Personal Data to an overseas Sub-processor, 6clicks shall take reasonable steps to ensure that the overseas recipient does not breach the APPs in relation to that information. 6clicks acknowledges that, pursuant to section 16C of the Privacy Act, any act or practice of an overseas recipient that would breach the APPs may be treated as an act or practice of 6clicks. Accordingly, 6clicks shall ensure that each overseas Sub-processor is contractually bound to handle Company

Personal Data in a manner consistent with the APPs or a substantially similar standard of protection.

15. Standard Contractual Clauses

- 15.1 To the extent that the transfer of Data from you to 6clicks involves a Restricted Transfer, the SCCs shall be incorporated by reference and form an integral part of this Agreement with you as "data exporter" and 6clicks as "data importer".
- 15.2 For the purposes of the SCCs: (i) the module two (controller to processor) terms shall apply to the extent that you are the Controller of the Data and the module three (processor to processor) terms shall apply to the extent that you are a Processor of the Data; (ii) in Clause 9, Option 2 shall apply and the time period for prior notice of Sub-processor changes will be as set out in clause 6 of this Agreement; (iii) in Clause 11, the optional language shall be deleted; (iv) in Clause 17, Option 2 shall apply and the SCCs shall be governed by Irish law; (v) in Clause 18(b), disputes shall be resolved before the courts of Ireland; (vi) the Annexes of the SCCs shall be populated with the information set out in the Annexes to this Agreement; and (vii) if and to the extent the SCCs conflict with any provision of the Agreement the SCCs shall prevail to the extent of such a conflict.

16. UK Transfers

In relation to Data that is protected by the UK GDPR the SCCs as incorporated under clause 15 shall apply with the following modifications: (i) the SCCs shall be amended as specified by the UK Addendum, which shall be incorporated by reference; (ii) Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed using the information contained in the Annexes of this Agreement; (iii) Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "exporter"; and (iv) any conflict between the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

17. Swiss Transfers

In relation to Data that is protected by the Swiss DPA, the SCCs as incorporated under clause 15 shall apply with the following modifications: (i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to "EU," "Union," and "Member State" shall be replaced with "Switzerland"; (iii) references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the "Swiss Federal Data Protection and Information Commissioner" and the "competent Swiss courts"; and (iv) the SCCs shall be governed by the laws of Switzerland and disputes shall be resolved before the competent Swiss courts.

18. Additional Provisions for California Personal Information

- 18.1 In relation to Data that is protected by the CCPA, then the parties acknowledge that when processing California Personal Information in accordance with your instructions, the parties agree that you are a Business and we are a Service Provider for the purposes of the CCPA and that we will Process California Personal Information as a Service Provider strictly for the purpose of supplying the Platform and associated services under the Principal Agreement (the "Business Purpose").
- 18.2 To the extent that the Company is itself acting as a processor (rather than a Business) of California Personal Information on behalf of a third-party controller, and 6clicks processes that California Personal Information on the Company's behalf, the parties agree that: (i) the Company shall be deemed a "Service Provider" passing instructions to 6clicks as a downstream service provider for the purposes of the CCPA; (ii) 6clicks shall process such California Personal Information only for the Business Purpose and in accordance with the Company's documented instructions; (iii) 6clicks shall not retain, use, or disclose such California Personal Information for any

purpose other than performing the services specified in the Principal Agreement; and (iv) 6clicks shall provide the same level of privacy protection as is required of a Service Provider under the CCPA, and shall notify the Company if it determines that it can no longer meet this obligation.

19. AI and Machine Learning — Prohibition on Training

- 19.1 6clicks shall not use Company Personal Data, or any data derived from Company Personal Data, to train, fine-tune, develop, or improve any artificial intelligence or machine learning model (including any large language model or generative AI system), whether operated by 6clicks or any Sub-processor.
- 19.2 For the avoidance of doubt, nothing in this clause prevents 6clicks from using aggregated, anonymized, or de-identified data that cannot reasonably be used to identify a natural person or the Company, provided that such anonymization or de-identification is carried out in accordance with applicable Data Protection Laws. 6clicks shall contractually prohibit each Sub-processor engaged in AI model inference or development activities (including Anthropic, PBC) from using Company Personal Data to train, fine-tune, or improve their own models. 6clicks manages its AI systems in accordance with ISO/IEC 42001 (Artificial Intelligence Management System) and will, upon reasonable request, provide the Company with a summary of its current ISO 42001 certification status or equivalent AI governance attestation.

20. Limitation of Liability

- 20.1 **Liability Cap:** Each parties' liability, taken in aggregate, arising out of or related to this Agreement (and any other Data Processing Agreements or equivalent document between the parties) and the SCCs (where applicable), whether in contract, tort

or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' clause of the Principal Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its affiliates under the Principal Agreement (including this Agreement).

- 20.2 **Statutory Tort — Serious Invasion of Privacy:** The parties acknowledge that applicable Data Protection Laws, including Australian privacy legislation as amended from time to time, may create direct rights of action for individuals in respect of serious invasions of privacy arising from the Processing of Company Personal Data. In the event that either party receives a claim, complaint, or notice of investigation from an individual or a Supervisory Authority in relation to such a right of action (a "**Privacy Tort Claim**"), that party shall promptly notify the other party in writing. The parties agree to provide each other with reasonable assistance in the investigation and defense of any such Privacy Tort Claim. For the avoidance of doubt, any liability, loss, or costs arising from or in connection with a Privacy Tort Claim shall be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' clause of the Principal Agreement.

21. General Terms

- 21.1 **Confidentiality:** Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that: (a) disclosure is required by law or by a regulatory or supervisory authority of competent jurisdiction; (b) the relevant information is already in the public domain through no breach of this

Agreement; or (c) disclosure is made to a Party's legal, financial or professional advisers who are themselves bound by equivalent obligations of confidentiality. Each Party shall use at least the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. The obligations of confidentiality under this clause shall survive the termination or expiry of this Agreement for a period of five (5) years.

21.2 **Notices:** All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement or such other address as notified from time to time by the Parties changing address.

21.3 **Amendments:** This Agreement may only be amended by a written instrument signed by duly authorized representatives of both Parties. Notwithstanding the foregoing, 6clicks may make minor administrative or clarificatory updates to this Agreement (including updates to Annexure 3 to reflect Sub-processor changes notified in accordance with clause 6.2) by providing the Company with no less than 45 days' prior written notice, provided that such updates do not materially reduce the data protection obligations of 6clicks or the rights of the Company under this Agreement. Any proposed amendment that would materially alter the data protection obligations of either Party requires the prior written consent of the Company.

21.4 **Termination for Data Protection Breach:** Without limiting any other right of termination in the Principal Agreement, the Company may terminate the data processing services under this Agreement (without terminating the Principal Agreement as a whole, unless the Company elects

otherwise) by written notice to 6clicks if 6clicks commits a material breach of its obligations under this Agreement and: (i) the breach is incapable of remedy; or (ii) the breach is capable of remedy but 6clicks has failed to remedy it within 30 days (or such shorter period as a Supervisory Authority or applicable Data Protection Law may require) of receiving written notice from the Company specifying the breach and requiring its remedy. For the avoidance of doubt, a confirmed Personal Data Breach resulting from 6clicks' failure to implement appropriate technical and organizational security measures as required by clause 5.1 shall be considered a material breach for the purposes of this clause.

21.5 **Insurance:** 6clicks confirms that it maintains cyber liability insurance coverage appropriate to the nature and scale of its data processing activities under this Agreement, including coverage for data breaches, regulatory investigations, and third-party claims arising from unauthorized access to or disclosure of personal data. Upon the Company's reasonable written request, 6clicks shall provide evidence of such insurance coverage (including relevant policy limits and coverage scope) by way of a certificate of currency or equivalent document.

21.6 **Severability:** If any individual provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement will not be affected.

22. Governing Law and Jurisdiction

22.1 This Agreement will be governed by and construed in accordance with governing law and jurisdiction provisions in the Principal Agreement, unless required otherwise by a Data Protection Law.

EXECUTED BY THE PARTIES

Company Signature

COMPANY	Company name (Required): _____
	Address: _____
	Signature (Required): _____
	Name (Required): _____ Title
	(Optional): _____
	Date (Required): _____
	EU Representative (Required only where applicable): _____
	Contact details: _____
	Data Protection Officer (Required only where applicable): _____
Contact details: _____	

6clicks Signatures

Notwithstanding the signatures below of any other 6clicks entity, a 6clicks entity is not a party to this Agreement unless they are a party to the Principal Agreement for the provision of the Platform to the Company.

Data Protection Point of Contact: Ian Hughes

Contact Details: security@6clicks.com | ian.hughes@6clicks.com | Effective Date: June 2026

[Insert applicable 6clicks entity for this Customer]	Signature: _____
	Name: _____
	Title: _____
	Date: _____
	Signature: _____
	Name: _____
	Title: _____
	Date: _____
	Signature: _____
	Name: _____

Annexure 1A List of Parties

Data Exporter	
Name	
Address / Email Address:	
Contract Person's Name, Position, Contract Details	
Activities relevant to the Transfer	The Company uses the Platform to manage risk and compliance processes. Activities relevant to the transfer include uploading, storing, processing and accessing Personal Data via the Platform and associated services in connection with the Principal Agreement. [To be completed by the Company at signing]
Role	Controller or Processor (as applicable — delete as appropriate)

Signature and Date:

Data Importer	
Name	6clicks
Address / Email Address:	Level 10, 440 Collins St, Melbourne 3000
Contract Person's Name, Position, Contract Details	Ian Hughes, Data Protection Point of Contact Level 10, 440 Collins St, Melbourne 3000 ian.hughes@6clicks.com security@6clicks.com
Activities relevant to the Transfer	Activities relevant to the Data transferred under these clauses: Processing of Personal Data in connection with Company's use of the Platform and associated services under the Principal Agreement.
Role	Processor

Signature and Date:

Annexure 1B Description of Processing and Transfer

<i>Categories of Data Processing</i>	You may submit Personal Data in the course of using the Platform, the extent of which is determined and controlled by you in your sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: (a) Employees and contractors of the Company using the Platform for risk and compliance purposes; (b) End users and collaborators invited by the Company to access the Platform; (c) Customers, vendors, prospects, suppliers and subcontractors of the Company whose Personal Data is uploaded or processed via the Platform; and (d) Third-party individuals whose Personal Data is contained in documents, assessments or compliance records uploaded to the Platform.
<i>Categories of Personal Data Transferred</i>	Contact information such as name, email addresses, roles and associated risk & compliance activity and any other Personal Data submitted by you or your users via the Platform. Other data types include voice recordings, meeting notes, IP addresses, session identifiers, interaction data (clicks, scrolls, page views), device and browser metadata, project-related content, and AI-generated outputs derived from Company Personal Data (including risk assessments, compliance summaries, meeting transcriptions and action items generated through the Hailey AI feature).
<i>Sensitive Data Transferred?</i>	The parties acknowledge that, depending on the Company's use of the Platform, Company Personal Data submitted by the Company or its users may include sensitive information as defined under applicable Data Protection Laws (including section 6 of the Privacy Act 1988 (Cth) and Article 9 of the GDPR). The Company is responsible for notifying 6clicks prior to uploading any sensitive information and for ensuring it has a lawful basis for doing so under applicable Data Protection Laws.
<i>Frequency of the Transfer</i>	Continuous basis, based on the Company's use of the Platform and the associated services.
<i>Nature of the Processing</i>	Personal Data will be Processed in accordance with the Principal Agreement (including this Agreement) and may be subject to the following Processing activities: A. Storage and other Processing necessary to provide, maintain and improve the Platform and associated services provided to you; B. Collection and analysis of website interaction data for analytics and usability insights; C. AI inference and automated processing activities carried out via the Hailey AI feature and

	associated Sub-processors (including Anthropic, PBC), including the generation of applicable risk assessments, compliance summaries and meeting transcriptions from Company Personal Data; and D. Disclosure in accordance with the Principal Agreement (including this Agreement) and/or as compelled by applicable laws.
<i>Purpose of the Data Transfer</i>	We will Process Personal Data as necessary to provide the Platform or associated services pursuant to the Principal Agreement and as further instructed by you in your use of the Platform or associated services.
<i>Duration of Processing</i>	Subject to the 'Deletion or Return of Company Personal Data' section of this Agreement (including the 30-day Export Window under clause 10.2), we will Process Personal Data for the duration of the Principal Agreement, unless otherwise agreed in writing. Sub-processors process Personal Data for the duration of their respective engagement by 6clicks in connection with the Platform and associated services.

Annexure 1C Competent Supervisory Authority

For the purposes of the Standard Contractual Clauses, the competent supervisory authority shall be determined as follows:

- (a) EU transfers: the Irish Data Protection Commission (consistent with the governing law selection of Irish law under clause 15.2(iv) of this Agreement);
- (b) UK transfers: the UK Information Commissioner's Office (ICO);
- (c) Swiss transfers: the Swiss Federal Data Protection and Information Commissioner (FDPIC); and
- (d) Australian Privacy Act matters: the Office of the Australian Information Commissioner (OAIC). Where a transfer involves multiple jurisdictions, the parties shall co-operate in good faith to identify the lead supervisory authority for the purposes of that transfer.

Annexure 2 – Technical and Organizational Security Measures

6clicks currently observe the Technical and Organizational Security Measures described in this Annex 2. For more information on these security measures, please refer to 6clicks' Security Policy available via the Trust Portal or the Platform.

Measure	Description
<i>Outsourced Processing</i>	Platform is hosted with outsourced cloud infrastructure providers. Additionally, 6clicks maintains contractual relationships with vendors in order to provide the Services in accordance with our Principal Agreement. 6clicks rely on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.
<i>Physical & Environmental Security</i>	6clicks host product infrastructure with multi-tenant, outsourced infrastructure providers. The physical and environmental security controls are audited for ISO/IEC 27001:2022 compliance, among other certifications.
<i>Authentication</i>	6clicks implement a uniform password policy for all customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data.
<i>Authorization</i>	Customer Data is stored in multi-tenant storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of our products is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.
<i>Network Accessibility</i>	Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the product infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.
<i>Intrusion Detection</i>	6clicks implements a Web Application Firewall (WAF) solution to protect hosted customer websites and other internet-accessible applications. The WAF is designed to identify and prevent attacks against publicly available network services.
<i>Redundancy</i>	6clicks products are designed to ensure redundancy and seamless failover. The server instances that support the products are also architected with a goal to prevent single points of failure. This design assists our operations in maintaining and updating the product applications and backend while limiting downtime.
<i>Availability</i>	6clicks implement measures to ensure that data is protected from accidental destruction or loss. This is enabled by our backup, recovery and mobile device management controls and procedures.
<i>User Access</i>	User access controls are designed to prevent data processing by unauthorized persons. Access rights to systems are subject to approval according to user responsibilities and duties. Access is reviewed on a regular basis and audit logging of user access is retained.
<i>Cyber & Information Security Framework</i>	Measures to provide management direction and support for information security in accordance with business requirements and relevant standards, laws and regulations.
<i>Business Continuity</i>	Measures to counteract interruptions to business activities including the effects of major failures or disasters and to ensure timely resumption when they occur.
<i>Human Resource Security</i>	Measures to ensure that employees including any contractors are suitable

	for their roles and off boarded appropriately when required.
<i>Identity and Access</i>	Measures to ensure employees, any contractors and customers have the right access to information.
<i>Information Security Incident Management</i>	Measures to ensure a consistent and effective approach to the management of information security incidents, including communication on security events and weaknesses.
<i>IT Operations Security</i>	Measures to ensure the correct and secure operation of information processing facilities including antimalware, vulnerability management, encryption at rest and security event logging.
<i>Network Security</i>	Measures to protect networks and information in transit over networks.
<i>Physical & Environmental Security</i>	Measures to prevent unauthorized physical access, damage and interference to the organization's premises, information and equipment.
<i>Supplier Security</i>	Measures to ensure protection of the organization's assets that is accessible by suppliers including cloud service providers used by 6clicks.
<i>Software Development</i>	Measures to ensure that information security is designed and implemented with the development or acquisition of new systems including secure coding and security testing.
<i>Data Management and Retention</i>	Measures to ensure that information assets and data are disposed of securely when no longer required to minimize data loss risks.
<i>Encryption</i>	All Company Personal Data is encrypted in transit using TLS 1.2 or higher. Company Personal Data stored on the Platform is encrypted at rest using AES-256 or equivalent industry-standard encryption. Encryption key management is subject to access controls consistent with the Authorization and Identity and Access measures described in this Annexure.
<i>Pseudonymization</i>	Where technically feasible and appropriate to the nature and purpose of the Processing, 6clicks applies pseudonymization techniques to reduce the risk of re-identification of Data Subjects in datasets used for analytics, testing or development purposes. Pseudonymization is applied in accordance with applicable Data Protection Laws and the ISO/IEC 27001:2022 framework.
<i>Penetration Testing and Vulnerability Management</i>	6clicks conducts periodic penetration testing and vulnerability assessments of its Platform and infrastructure. Results are managed through 6clicks' vulnerability management process. Customers may not conduct unauthorized scanning or penetration testing of the shared 6clicks Platform. Any customer-initiated testing must be pre-approved and coordinated with 6clicks under agreed rules of engagement (including scope, timing, rate limits and points of contact). Customers operating a dedicated or customer-controlled instance may schedule independent penetration testing, subject to advance coordination with 6clicks and an obligation to share findings through the vulnerability management process.

Annexure 3 - List of Sub-Processors

This Annexure 3 is incorporated into the Agreement and the Principal Agreement. This annexure explains how 6clicks engages with Sub-Processors. Sub-processors are categorised as either **Operational** (directly involved in the delivery of the Platform and associated services and processing Company Personal Data in connection with those services) or **Business Function** (supporting internal 6clicks operations with only incidental or limited access to Company Personal Data). Both categories are subject to the data protection obligations set out in clause 6 of this Agreement.

<i>Sub-Processor</i>	<i>Purpose</i>	<i>Location</i>
Microsoft Azure	Hosting & Infrastructure [Operational]	Australia, UAE, United States and United Kingdom
Google reCAPTCHA	Form submission spam prevention [Operational]	United States
Cloudflare	Used as a web infrastructure and website security, providing content delivery network services, DDoS mitigation, internet security, and distributed domain name server services [Operational]	United States and global CDN nodes (traffic routed to nearest available data centre)
DocuSign	Product E-Signature Functionality [Operational]	United States
Twilio, Inc. (Sendgrid)	Used as a service for email notifications [Operational]	United States
HubSpot	Customer Relationship Management platform [Business Function]	United States
Maxio	Invoicing and revenue tracking [Business Function]	United States and Republic of Ireland
Workato	Workflow automation [Business Function]	United States, Australia, Germany, Japan and Singapore
Fireflies.ai	Recording and transcription of customer and internal calls for meeting notes and	United States

	action tracking. Processes limited personal data, including participant names, voice recordings, and meeting notes [Business Function]	
Notion	Internal documentation and project management. Processes limited personal data, including participant names and project-related content [Business Function]	United States and European Union (Germany and Ireland)
GitHub, Inc. (Microsoft)	Code repository and development tooling [Business Function]	United States
Anthropic, PBC	AI engine and model inference (Hailey AI) [Operational]	United States