Data Processing Addendum

This Data Processing Addendum ("**Addendum**") forms part of the Services Agreement or other agreement between the Customer and Bold Innovation Group Ltd. ("**Bold Commerce**"), for the provision of IT or data processing services by Bold Commerce to the Customer (the "**Services Agreement**"). Each of the Customer and Bold Commerce shall be a "**Party**", and shall be collectively referred to as the "**Parties**".

By executing this Addendum, the Customer enters into this Addendum on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Affiliates, if and to the extent Bold Commerce processes Personal Data for which such Affiliates qualify as the Controller. For the purposes of this Addendum only, and except where indicated otherwise, the term "**Customer**" shall include Customer and Affiliates.

Whereas:

A. The performance of services pursuant to the Services Agreement may require Bold Commerce to process Personal Data of end customers located in the European Economic Area (**EEA**) or the UK on behalf of the Customer;

B. The Customer and Bold Commerce each have obligations to observe and comply with data protection laws and regulations including, but not limited to the, the EU General Data Protection Regulation (**GDPR**);

C. In its performance of services pursuant to the Service Agreement, Bold Commerce will act as a Processor for the purposes of processing Personal Data on behalf of the Customer (the Controller), and the processing of such data will be governed by this Addendum;

D. This Addendum shall apply as follows:
    (i) If the Customer entity signing this Addendum is a party to the Services Agreement, this Addendum is an addendum to and forms part of the Services Agreement;
    (ii) If the Customer entity signing this Addendum has executed an Order Form with Bold Commerce pursuant to the Services Agreement, but is not itself a party to the Services Agreement, this Addendum is an addendum to that Order Form and applicable renewal Order Forms;
    (iii) If the Customer entity signing this Addendum is neither a party to an Order Form nor the Services Agreement, this Addendum is not valid and is not legally binding. That entity should therefore request that the Customer entity who is a party to the Services Agreement executes this Addendum; and

E. This Addendum will be executed as follows:
    (i) This Addendum consists of two parts: the main body of the Addendum, and the attached Appendices and Exhibits;
    (ii) This Addendum has been pre-signed on behalf of Bold Commerce, and the Standard Contractual Clauses attached hereto have been pre-signed by Bold Commerce on behalf of its affiliate in the United States, Bold Commerce, Inc., as the data importer;
    (iii) To complete and execute this Addendum, the Customer must complete the information in the signature box and sign on Page 8, complete the information as the data exporter on Page 10, complete the information in the signature box and sign on Pages 16, 18 and 19, and send the completed and signed Addendum to Bold Commerce by email to **privacy@boldcommerce.com**; and
    (iv) Upon receipt of the validly completed Addendum by Bold Commerce at this email address, this Addendum will become legally binding.

In furtherance of the above, the Parties hereby agree as follows:

1.0 Interpretation

1.1   The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Services Agreement. Except as modified below, the terms of the Services Agreement shall remain in full force and effect.

1.2   "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer, and which is subject to the data protection laws of the European Union and/or the UK and is permitted to use the services provided by Bold Commerce to the Customer pursuant to the Services Agreement. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.3   "**Claim**" means any third party action, claim, assertion, demand or proceeding.

1.4   "**Consent**" means any freely given, specific, informed and unambiguous indication of the Data Subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the Processing of Personal Data relating to him or her.

1.5   "**Controller**" means the entity which determines the purposes and means of the processing of Personal Data. For the purposes of this Addendum, the Customer is a Controller.

1.6   "**Data Protection Laws**" means the GDPR and, to the extent applicable, the data protection or privacy laws of any other country or territory.

1.7   "**Data Subject**" means an individual or natural person to whom Personal Data relates.

1.8   "**GDPR**" means the General Data Protection Regulation, EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

1.9   "**Personal Data**" means any information relating to an identified/identifiable Data Subject, an identifiable "**Data Subject**" being one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data may include, but is not limited to, name, address, phone number, email address, IP address and other identifying information.

1.10   "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

1.11   "**Processing**" or "**Process**" means any operation, or set of operations, performed on Personal Data during the provision of a service, whether or not by automated means. Processing may include 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.

1.12   "**Processor**" means an entity or person that processes data on the behalf of the Controller. For the purposes of this Addendum, Bold Commerce is a Processor.

1.13   "**Profiling**" means any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

1.14   "**Pseudonymisation**" means the processing of Personal Data in such a manner that the Personal Data can no longer be attributed to a specific Data Subject without the use of additional information.

1.15   "**Sub-Processor**" means an entity engaged by the Processor to process personal data on Processor's behalf.

1.16   "**Supervisory Authority**" means an independent public authority which is established in a relevant country or territory and is concerned by/with the Processing of Personal Data.

2.0   Personal Data Processing

2.1   Each Party acknowledges that it has obligations under the Data Protection Laws, and that it is solely responsible for compliance with same.

2.2   Bold Commerce shall comply with all applicable Data Protection Laws in the Processing of Personal Data, and not Process Personal Data other than pursuant to the Customer's instructions, unless Processing is required by applicable laws to which Bold Commerce is subject, in which case Bold Commerce shall to the extent permitted by applicable law inform the Customer of that legal requirement before the relevant Processing of that Personal Data.

2.3   The Customer hereby instructs Bold Commerce (and authorizes Bold Commerce) to Process Personal Data provided by the Customer, and in particular, to transfer such Personal Data to any country or territory, as may be reasonably necessary for the provision of the services described in the Services Agreement. The Customer shall not submit or provide any Personal Data of a Data Subject to Bold Commerce at any time nor for any purpose without ensuring that it has Consent of that Data Subject (or, if applicable, another legal basis under the Data Protection Laws) to collect and Process the Personal Data as contemplated.

2.4   Additional detail regarding Bold Commerce's Processing of Personal Data is set out in Appendix 1. The Customer may make reasonable amendments to Appendix 1 by written notice to Bold Commerce from time to time as the Customer reasonably considers necessary to meet the requirements of applicable Data Protection Laws.

2.5   Bold Commerce shall take reasonable steps to ensure that access to Personal Data is strictly limited to those individuals who need to know or access the relevant Personal Data, as strictly necessary for the purposes of the Services Agreement, and to comply with applicable laws in the context of that individual's duties to Bold Commerce, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.0   Security

3.1   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 risks of varying likelihood and severity relating the rights and freedoms

of natural persons, Bold Commerce shall in relation to the Personal Data implement appropriate technical and organizational 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 the measures outlined in Section 3.3 below.

3.2   In assessing the appropriate level of security, Bold Commerce shall take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

3.3   Bold Commerce has developed and maintains data and organizational security measures that are designed to secure Personal Data in accordance with the state of the art, including:

(a)   System access controls, and prevention of unauthorized persons from gaining access to information systems;

(b)   User roles and need-to-know access, and prevention of authorized persons from accessing data, including Personal Data, that is not relevant to the performance of their job functions;

(c)   Establishment and maintenance of audit trails in Bold Commerce information systems that log who accesses data, what data is accessed, when it is accessed, how it is accessed, and where it is accessed from;

(d)   Prevention of accidental destruction of Personal Data;

(e)   Ensuring any physical copies of documents containing Personal Data are securely stored and destroyed pursuant to Bold Commerce's Document Retention Policy; and

(g)   Use of data encryption with respect to certain categories of data, including sensitive data such as payment data; and

(h)   Use of non-disclosure and confidentiality agreements with employees and contractors as a condition of employment or engagement.

4.0   Data Subjects

4.1   Bold Commerce has no direct relationship with Data Subjects that may provide Personal Data to the Customer and shall inform Data Subjects to contact the Customer first in the event of questions or complaints regarding the Processing of their Personal Data. Bold Commerce shall notify the Customer, unless specifically prohibited by applicable laws and regulations, if Bold Commerce receives:

(a)   any requests from an individual with respect to Personal Data Processed, including but not limited to opt-out requests, requests for access and/or rectification, blocking, data portability and all similar requests;

(b)   any complaint relating to the Processing of Personal Data, including allegations that the Processing infringes on a Data Subject's rights under Data Protection Laws; or

(c)   any order, demand, warrant, or any other document purporting to compel the production of Personal Data under applicable law.

Bold Commerce shall not respond to any of the above unless expressly authorized to do so by the Customer, or as obligated under applicable law or a valid court order.

4.2   Bold Commerce shall reasonably cooperate with the Customer and assist the Customer with respect to any action taken relating to such request, complaint, order or other document as described under Section 4.1 above. As far as reasonably possible, and taking into account the nature of the Processing, the information available to Bold Commerce, industry practices and costs, Bold Commerce will implement appropriate technical and organizational measures to provide the Customer with such cooperation and assistance.

4.3   Where the Customer is obliged under Data Protection Laws to provide information to an individual or a Supervisory Authority about the collection, Processing or use of Personal Data, Bold Commerce shall reasonably assist the Customer in making this information available. Where the required information can be retrieved by the Customer itself from the systems of Bold Commerce through the access methods and reporting features made available by Bold Commerce to the Customer, the Customer shall retrieve such information itself from the systems of Bold Commerce.

4.4   Bold Commerce shall not be liable, and the Customer shall indemnify and hold harmless Bold Commerce, for any Claim or complaint from a Data Subject regarding any action by Bold Commerce taken as a result of instructions received from the Customer.

4.5   Data Subjects must provide Consent for the Processing of their Personal Data prior to completion of transactions using the Bold Commerce Services, and have the right to make certain requests or decisions regarding their Personal Data, which may include as applicable and appropriate:

    (a)   Opting out of any automated Processing that may constitute Profiling;

    (b)   Requesting that their Personal Data be erased; or

    (c)   Opting out of further Processing of their Personal Data.

5.0   Data Location

5.1   Bold Commerce will store any Personal Data Processed pursuant to the Services Agreement and this Addendum on servers located in the United States and Canada.

5.2   The Customer understands and agrees that Sub-Processors providing third party payment and other processing services involved in provision of services by Bold Commerce pursuant to the Services Agreement will store data within their relevant systems and servers located in the EU, United States, and/or Canada.

6.0   Personal Data Breach

6.1   In the case of a Personal Data Breach affecting any Personal Data provided by the Customer, Bold Commerce will notify the Customer without unreasonable delay, and in any event within 72 hours of discovering the Personal Data Breach, and provide sufficient information to allow the Customer to meet any obligations to report or notify Data Subjects or a Supervisory Authority of the Personal Data Breach under Data Protection Laws, including:

    (a)   A description of the nature and scope of the Data Breach;

    (b)   Name and contact details of Bold Commerce's breach response team;

    (c)   Description of anticipated risks and results; and

(d)   Description of preventative and remedial steps taken by Bold Commerce to contain and address the breach.

6.2   The Customer will notify Bold Commerce if it believes a Personal Data Breach has occurred in any of the Customer's systems and provide the same information as outlined in Section 6.1 above.

6.3   In the event of any Personal Data Breach, the Parties will cooperate with each other, and take such reasonable steps as may be directed by the Customer to assist in the investigation, mitigation and remediation of the Personal Data Breach.

7.0   Sub-Processors

7.1   The Customer generally authorizes Bold Commerce to appoint (and to permit each Sub-Processor appointed in accordance with this Section 7 to appoint) Sub-Processors as may be required to administer and provide the Bold Commerce Services, in accordance with this Section 7 and any restrictions in the Services Agreement. An up-to-date list of vendors (including Sub-Processors) used by Bold Commerce is available on Bold Commerce's website.

7.2   Bold Commerce may continue to use those Sub-Processors already engaged by Bold Commerce as at the date of this Addendum, subject to Bold Commerce in each case meeting the obligations set out in Section 7.4.

7.3   Bold Commerce shall give the Customer prior written notice of the appointment of any new Sub-Processor, including details of the Processing to be undertaken by the Sub-Processor. If the Customer does not object to the appointment of a new Sub-Processor within 14 days of the notice described in this clause, the Customer shall be deemed to consent to the appointment of the new Sub-Processor. If the Customer objects (on reasonable grounds) to the appointment of a new Sub-Processor within 14 days of the notice, the Parties shall cooperate in good faith to determine whether it is commercially and technically practicable to accommodate the Customer's objection to the new Sub-Processor in relation to the provision of the services to the Customer. Where such accommodation is determined to be not practicable (in the sole discretion of and as notified in writing by Bold Commerce), the Customer may terminate, on 90 days' prior written notice, that part of the services under the Services Agreement which would involve the new Sub-Processor.

7.4   Bold Commerce shall contractually require each Sub-Processor to perform substantially the same obligations as imposed upon Bold Commerce with respect to the Processing of Personal Data pursuant to this Addendum, as they apply to Processing Personal Data provided by the Customer carried out by that Sub-Processor. Bold Commerce acknowledges and agrees that it shall remain liable to Customer for a breach of the terms of this Addendum by a Sub-Processor.

7.5   The Customer acknowledges and agrees that certain third parties which provide payment services in connection with the services to be provided by Bold Commerce pursuant to the Service Agreement act as Controllers and not as Sub-Processors of Bold Commerce. The Customer agrees and acknowledges that any transfer of Personal Data by Bold Commerce (or through Bold Commerce's services) to such third party acting in such capacity is at the instruction of the Customer (or its customers) when the Customer (or its customers) use such payment services on Bold Commerce Services.

8.0   Assistance

8.1   Bold Commerce shall provide the Customer with certain assistance in meeting its obligations under the GDPR including:

(a)   Provision of services to assist the Customer in viewing, editing, and deleting Personal Data of Data Subjects specific to transactions requested and executed on their store;

(b)   Custom reporting or support/customer service requests made by the Customer; and

(c)   Notification of received Data Subject requests made pursuant to the GDPR.

8.2   The Customer acknowledges that failure to meet their obligations under the GDPR may result in the immediate suspension of the services provided by Bold Commerce pursuant to the Services Agreement.

8.3   The Customer acknowledges that Bold Commerce will not provide assistance to the Customer with managing GDPR obligations that are not relevant to the services provided by Bold Commerce pursuant to the Services Agreement.

9.0   Restricted Transfers

9.1   Where Personal Data originating in the EEA or UK is transferred to a territory that is outside the EEA or UK and Processed by Bold Commerce outside the EEA or UK, in a territory that has not been designated by the European Commission (or the relevant authority in the UK) as ensuring an adequate level of protection pursuant to Data Protection Laws, Bold Commerce and the Customer agree that the transfer of such Personal Data shall be undertaken pursuant to the Standard Contractual Clauses contained in Appendix 2. The Parties acknowledge and agree that where Personal Data originating in the EEA or UK is transferred to: (a) Bold Commerce in Canada, the transfer shall be pursuant to Commission Decision 2002/2/EC on the adequate protection of personal data provided by the Canadian Personal Information Protection and Electronic Documents Act (or, in the case of the UK, such decision as adopted by the UK under the Data Protection Act 2018); (b) Bold Commerce, Inc. in the United States, the transfer shall be pursuant to the Standard Contractual Clauses contained in Appendix 2. Bold Commerce shall comply with the Data Protection Laws and, as applicable, the Standard Contractual Clauses in relation to any transfers to its Sub-Processors in a territory outside the EEA or UK which has not been designated by the European Commission (or the relevant authority in the UK) as ensuring an adequate level of protection pursuant to Data Protection Laws.

9.2   If, for whatever reason, the transfers of Personal Data under clause 9.1 cease to be lawful, the Parties shall use all reasonable endeavors to promptly implement an alternative lawful transfer mechanism under the Data Protection Laws.

10.0   Audit Rights

10.1   Bold Commerce shall permit the Customer and/or its authorized agents to audit its records to the extent reasonably required in order to confirm that Bold Commerce is complying with its obligations under this Addendum, provided always that (a) Bold Commerce shall be given reasonable (and in any event not fewer than 6 weeks) prior written notice of any such audit, such notice shall contain a detailed description of the intended scope of such audit and the scope of such audit must be approved by Bold Commerce (such approval not to unreasonably withheld or delayed); (b) any such audit must not involve the review of any third party data, (c) any such audit shall be subject to Bold Commerce's security policies and procedures and the policies and procedures of Bold Commerce's Sub-Processors (where applicable); (d) any such audit

shall be limited to one audit in any 18 months period; and (e) that the records and information accessed in connection with such audit are treated as Bold Commerce's confidential and proprietary information in accordance with the Services Agreement. Customer shall bear the costs of any such audit.

11.0   Deletion of Personal Data

11.1   Bold Commerce shall, promptly following receipt of written notice from the Customer, delete Personal Data from its records and, upon completion of the services described in or termination or expiration of the Services Agreement, comply with all reasonable instructions from the Customer with respect to the deletion of any remaining Personal Data.

12.0   Liability

12.1   Each Party is liable to the other Party for damages incurred due to the first Party's breach of this Addendum, subject to the limitations and exclusions of liability contained in the Services Agreement.

12.2   Where the Customer misrepresents or falsifies Consent of any Data Subject, it shall be fully liable for any and all damages incurred by Bold Commerce as a result of this, irrespective of any limitation or exclusion of liability contained in the Services Agreement.

13.0   Term & Termination

13.1   This Addendum shall take effect immediately upon signature, and remain in effect for the length of the Services Agreement, or until replaced by an updated Addendum executed by the Parties.

13.2   Bold Commerce shall, upon termination or expiration of this Addendum return or delete any Personal Data at the request of the Customer, such request to be filed with Bold Commerce within 30 days of termination or expiration of this Addendum. Bold Commerce shall confirm the return or deletion of Personal Data in response to such request in writing.

13.3   Bold Commerce will not be required to delete Personal Data where retention by Bold Commerce is mandatory to comply with applicable legal or regulatory requirements. In such case, Bold Commerce will block the Personal Data from further use, ensure the secured storage of such Personal Data, and not use such Personal Data for any other purpose than such compliance purposes. In the event deletion of any Personal Data is not practically possible due to technical limitations (taking into account the state of the art and reasonable cost associated with this deletion), the Customer acknowledges that Bold Commerce may choose to use Pseudonymisation measures, rather than delete, that certain Personal Data.

13.4   Upon expiry of applicable retention legal obligations of Bold Commerce with respect to any Personal Data, Bold Commerce shall ensure the permanent and safe deletion of all copies of such Personal Data.

14.0   Miscellaneous

14.1   This Addendum shall be subject to the laws agreed to be applicable and governing in the Services Agreement. In case of any conflict or dispute under this Addendum, it will be resolved solely before the competent courts as stipulated in the Services Agreement or, if applicable, in accordance with the arbitration rules specified in the Services Agreement.

14.2   No change of or amendment to this Addendum shall be valid and binding unless made in writing and agreed upon by the Parties. In case a change in Data Protection Laws makes an amendment of this Addendum necessary, the Parties will discuss and agree such required change in good faith and in writing.

The Parties' authorized signatories have duly executed this Addendum:

CUSTOMER	BOLD INNOVATION GROUP LTD. (AND IN RELATION TO THE STANDARD CONTRACTUAL CLAUSES, BOLD COMMERCE, INC.)

Signature: _____

Customer Legal Name: _____

Print Name: _____

Title: _____

Date: _____

DocuSigned by:

Stuart Henrickson

Signature: _____
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Print Name: Stuart Henrickson

Title: Chief Financial Officer

Date: 28-May-2021

APPENDIX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Appendix 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Personal Data

The subject matter and duration of the Processing of the Personal Data are set out in the Services Agreement and this Addendum.

The nature and purpose of the Processing of Personal Data

Personal Data will be Processed as may be necessary to perform the services subscribed for by the Customer pursuant to the Services Agreement, and to facilitate the sales activities of the Customer through various online ecommerce platforms. This Processing may include the following:

- automated processing on behalf of the Customer and the e-commerce platforms it subscribes to or uses, including the provision and modification/formatting of Personal Data
-automated processing on behalf of the Customer to transfer Personal Data to an authorized sub-processor
-accessing Personal Data of Data Subjects specific to the Customer's transactions to assist in custom reporting or support/customer service requests made by the Customer
-facilitating the viewing, editing, and deletion of Personal Data of Data Subjects specific to the Customer by the Customer
-facilitating the intake of Personal Data, and the viewing, editing, and deletion of Personal Data specific to a Data Subject by that Data Subject
-facilitating payment transactions between Data Subject and the payment gateway(s) and sub-merchants selected by the Customer

The types of Personal Data to be Processed

Name, email address, billing address and shipping address (street address, city, state/province, country, zip/postal code), phone number, user ID/credentials, transaction data, IP address/device information, and location data.

The categories of Data Subject to whom the Personal Data relates

Consumers and customers of the Customer (who are natural persons), and employees, agents, advisors and consultants of the Customer (who are natural persons).

The obligations and rights of the Customer

The obligations and rights of the Customer are set out in the Services Agreement and this Addendum.

APPENDIX 2: STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

[*The gaps below are populated with details of the relevant Customer:*]

Name of the data exporting organization:

Address:

Tel.: _____; fax: _____; e-mail: _____

Other information needed to identify the organization

………………………………………………………
(the data **exporter**)

And

[*The gaps below are populated with details of the relevant Processor:*]

Name of the data importing organization: Bold Commerce, Inc.

Address: 600 Congress Avenue, Austin, TX, USA, 78701

Tel.: [●]; fax: _____; e-mail: support@boldcommerce.com

Other information needed to identify the organization: N/A

…………………………………………………………………
(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Exhibit 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   '*the data exporter*' means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law***'** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Exhibit 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Exhibit 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Exhibit 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Exhibit 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

        (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

        (ii)   any accidental or unauthorised access, and

        (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Exhibit 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

    The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

    (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

    (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:
Name (written out in full):
Position:
Address:
Other information necessary in order for the contract to be binding (if any):

Signature ……………………………………….

On behalf of the data importer:
Name (written out in full): Stuart Henrickson
Position: Chief Financial Officer
Address: 50 Fultz Bvld, Winnipeg, MB, R3Y 0L6
Other information necessary in order for the contract to be binding (if any):

DocuSigned by:

Stuart Henrickson

Signature ………D0E4C40BFCDD429……………

EXHIBIT 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Exhibit forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Exhibit.

Data exporter

The data exporter is:

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Addendum) of the Customer established within the European Economic Area (EEA) or the UK that have purchased Bold Commerce Services on the basis of one or more Order Form(s).

Data importer

The data importer is:

Bold Commerce, Inc.

Data subjects

The personal data transferred concern the following categories of data subjects:

Consumers and customers of the Customer (who are natural persons), and employees, agents, advisors and consultants of the Customer (who are natural persons).

Categories of data

The personal data transferred concern the following categories of data:

Name, email address, billing address and shipping address (street address, city, state/province, country, zip/postal code), phone number, user ID/credentials, transaction data, IP address/device information, and location data.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

N/A

Processing operations

The personal data transferred will be subject to the following basic processing activities:

The personal data transferred will be transferred in order to fulfil the objectives of the Services Agreement, and will be subject to the following basic processing activities:

-facilitating the sales activities of the Customer through various online ecommerce platforms

- automated processing on behalf of the Customer and the e-commerce platforms it subscribes to or uses, including the provision and modification/formatting of Personal Data

-automated processing on behalf of the Customer to transfer Personal Data to an authorized sub-processor

-accessing Personal Data of Data Subjects specific to the Customer's transactions to assist in custom reporting or support/customer service requests made by the Customer

-facilitating the viewing, editing, and deletion of Personal Data of Data Subjects specific to the Customer by the Customer

-facilitating the intake of Personal Data, and the viewing, editing, and deletion of Personal Data specific to a Data Subject by that Data Subject

-facilitating payment transactions between Data Subject and the payment gateway(s) and sub-merchants selected by the Customer

DATA EXPORTER

Name: …………………………………………………

Authorised Signature …………………………………………………

DATA IMPORTER

Name: Stuart Henrickson

Authorised Signature …………………………………………………

<u>**EXHIBIT 2 TO THE STANDARD CONTRACTUAL CLAUSES**</u>

This Exhibit forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Data importer will maintain appropriate and reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to or transmitted via Bold Commerce Services, as further described in the Services Agreement. Data Importer will not materially decrease the overall security of the services during a subscription term. These safeguards will include the following:

- Data encryption

- Secure storage

- Access control

- Shredding and/or deletion of extraneous records

- Clean desk policy

- Password security

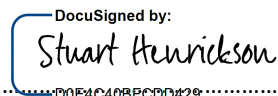- Regular penetration testing

- Firewalls

DATA EXPORTER

Name: ………………………………………………

Authorised Signature …………………………………………………

DATA IMPORTER

Name: Stuart Henrickson

Authorised Signature ………………………………………………… *Stuart Henrickson*
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