

WORTHIX DATA PROCESSING ADDENDUM (DPA)

The latest version of this document is available at <http://www.worthix.com/agreements>. Worthix may update this document per the 'Communication of Updates and Modifications' process in the MSA. This document is public, while related Order Forms (OFs) and Amendments are private and confidential, accessible only to the Client and Worthix.

1. INTRODUCTION AND DEFINITIONS

1.1. PARTIES

This Data Processing Addendum ("DPA") is entered into by and between Worthix, and Client, and supplements the Master Services Agreement and any applicable Order Form (OF) between the parties (collectively referred to as the "Master Services Agreement")

1.2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1.2.1. **"Master Services Agreement (MSA)"** shall mean the principal agreement between Worthix and the Client, which governs the overall business relationship, including rights, obligations, and liabilities concerning the provision and use of Worthix Products and Services. The MSA incorporates by reference all other relevant agreements, including but not limited to the DPA, Order Forms (OF), and Terms and Conditions of Use, which govern specific aspects of the relationship.

1.2.2. **"Order Form (OF)"** shall mean the document that specifies the particular products, services, quantity, SLA, pricing, and specific terms that apply to the Client's purchase and use of Worthix Products and Services. Each Order Form (OF) is tailored to the individual transaction between Worthix and the Client and is incorporated by reference into the Master Services Agreement (MSA). The terms outlined in the Order Form (OF) govern the scope and details of the specific engagement, and it is considered confidential and private between Worthix and the Client.

1.2.3. **"Data Processing Addendum (DPA)"** shall mean the agreement that governs the legal and technical aspects of how Worthix processes Client Data in compliance with applicable data protection laws, including GDPR. The DPA is incorporated by reference into the MSA and applies specifically to data processing activities, while the Privacy Policy provides a broader overview of data handling practices.

1.2.4. **"Terms and Conditions of Use"** shall mean the document that sets forth the rules and guidelines for the Client and its Users' day-to-day access to and use of the Worthix Products and Services. The Terms and Conditions of Use are operational in nature and are incorporated by reference into the MSA, governing user interactions within the framework established by the MSA.

1.2.5. **"Privacy Policy"** shall mean the document that outlines how Worthix collects, uses, stores, and protects personal data in connection with the Worthix Products and Services. The Privacy Policy is intended for a general audience and provides a broad overview of data handling practices, while the DPA governs the detailed legal responsibilities related to data processing.

1.2.6. **"Worthix"** shall mean the entity that processes Client's Data on behalf of the Client and serves as the contracting entity under the Master Services Agreement (MSA).

1.2.7. **"Worthix Products"** shall mean any platforms, applications, or other technologies developed or licensed by Worthix in accordance with the terms outlined in Order Forms (OFs). This definition includes the core products and technologies provided by Worthix, as well as any associated setups, implementations, or enhancements. Ongoing technical support and service

support may be included under Worthix Products if specified in the applicable Order Form, but are primarily governed under the definition of "Services".

- 1.2.8. **"Services"** shall mean the full range of activities, deliverables, and commitments provided by Worthix under the Master Services Agreement (MSA), Data Processing Addendum (DPA), Terms and Conditions of Use, Privacy Policy, and any applicable Order Forms (OFs). This includes, but is not limited to, the provision, operation, and maintenance of Worthix Products; ongoing technical support and service support; consulting; data processing; custom developments; implementations; training; and any other assistance or functionality delivered as part of Worthix's Software as a Service (SaaS) offering. The term "Services" encompasses all efforts by Worthix to fulfill its obligations and deliver value to the Client in alignment with the agreed-upon objectives across these governing documents and complements the provision of Worthix Products.
- 1.2.9. **"Client's Data"** shall mean all electronic data or information submitted to and stored in the Worthix Products by or for Users. This data may be submitted through various methods, including, but not limited to, direct file uploads, enabling input APIs, or other input mechanisms such as surveys, forms, or any other integrations connected to the Worthix Products. Client's Data also includes any metadata, associated tags, or classifications applied by the Users during the submission process.
- 1.2.10. **"Data Subject"** shall mean any individual whose personal identifiable data is processed by Worthix on behalf of the Client, as defined under applicable data protection laws.
- 1.2.11. **"Data Subject Rights"** shall mean the rights granted to individuals under applicable data protection laws, including the rights to access, correct, delete, and transfer their personal data, among others.
- 1.2.12. **"User"** shall mean any individual who is authorized by the Client to use the Worthix Products under a License and to whom the Client has supplied a User Account, including a user identification and password. Each User is associated with one or more Licenses as determined by the Client.
- 1.2.13. **"User Account"** shall mean a unique account created for a User within the Worthix Products, which includes a user identification and password supplied by the Client. The User Account is associated with specific Licenses granted to the Client and grants the User access to the Worthix Products in accordance with the terms of this Agreement and any applicable OF.
- 1.2.14. **"License"** shall mean the non-exclusive, non-transferable, limited right granted by Worthix to the Client and its authorized Users to access and use the Worthix Products, as defined and governed by the relevant agreements (MSA, DPA, Terms and Conditions of Use, and applicable Order Forms). A Client may hold one or more Licenses, each of which is granted for the Client's internal business purposes only and is subject to the specific terms and conditions of each respective agreement. Users may access Licenses through their User Accounts, with each account being associated with specific Licenses as determined by the Client.
- 1.2.15. **"Order Form (OF)"** shall mean a document that outlines the specific Worthix Products to be provided under this Agreement. It includes details such as licenses, support levels, usage limits, and pricing. Each OF is governed by the terms of this Master Services Agreement and must be signed by both parties to be valid.
- 1.2.16. **"Amendment"** shall mean any formal, written modification to the Master Services Agreement (MSA), Data Processing Addendum (DPA), Order Forms (OF), or any other incorporated documents. An Amendment must be mutually agreed upon and signed by

authorized representatives of both Parties. Once executed, it becomes part of the relevant agreement.

- 1.2.17. **"API Integration"** shall mean the use of Application Programming Interfaces (APIs) to connect Worthix Products with third-party systems, platforms, or applications. API Integration enables the exchange of data between Worthix Products and external systems, allowing for seamless integration, automation, and enhanced functionality. The Client is responsible for ensuring that any API Integration is used in accordance with the terms of this Agreement, including the relevant Order Form (OF) and Data Processing Addendum (DPA). The Client is also responsible for implementing appropriate security measures to protect data exchanged through API Integrations.
- 1.2.18. **"Gross Negligence"** shall mean an act or omission that constitutes a willful disregard or reckless indifference to the potential harmful consequences of such act or omission, demonstrating a substantial deviation from the standard of care that would be exercised by a reasonable person under similar circumstances. Gross Negligence is more severe than ordinary negligence and involves a conscious and voluntary disregard for the need to exercise reasonable care.
- 1.2.19. **"Processing"** shall mean any operation or set of operations performed on Client's Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment, or combination, restriction, erasure, or destruction.
- 1.2.20. **"Data Protection Laws"** shall mean all applicable laws and regulations related to the processing of Client's Data and privacy, including but not limited to the General Data Protection Regulation (GDPR), the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados, LGPD), the California Consumer Privacy Act (CCPA), and any other relevant legislation.
- 1.2.21. **"Supervisory Authority"** shall mean an independent public authority responsible for monitoring and enforcing compliance with data protection laws within a specific jurisdiction. This includes entities such as data protection agencies or regulatory bodies designated to oversee the application of relevant data protection regulations.
- 1.2.22. **"Subcontractor"** shall mean any third party appointed by Worthix or appointed and authorized by the Client with Worthix's approval, to process Client's Data on behalf of the Client, as covered by this DPA and the Master Services Agreement (MSA).
- 1.2.23. **"Documented Instruction"** shall mean any directive from the Client to the Worthix regarding the processing of Client's Data. This includes written or electronic instructions, actions taken by users within Worthix Products that trigger data processing, and service requests that require data handling. These instructions provide a clear record of the Client's authorization for processing activities.
- 1.2.24. **"Data Minimization"** shall mean the practice of collecting, processing, and retaining only the personal data necessary to achieve specified purposes, ensuring that data is limited to what is required, relevant, and kept only for as long as needed.

2. SUBJECT MATTER AND SCOPE

2.1. INCORPORATED DOCUMENTS

2.1.1. Relationship with Master Services Agreement (MSA)

This Data Processing Addendum (DPA) forms part of and is incorporated into the Master Services Agreement (MSA). The MSA governs the overall business relationship between

Worthix and the Client, while this DPA specifically addresses the processing of Client's Data in compliance with applicable data protection laws. In the event of any conflict between the terms of this DPA and the terms of the MSA regarding data processing activities, the terms of this DPA shall prevail. All other aspects of the relationship are governed by the MSA.

2.1.2. Relationship with Order Form (OF)

Each Order Form (OF) executed under the Master Services Agreement (MSA) is incorporated by reference into this Data Processing Addendum (DPA). The OF specifies the particular Worthix Products and Services provided under the MSA, including any data processing activities governed by this DPA. In the event of any conflict between this DPA and an OF regarding data processing obligations, the terms of the DPA shall govern. The OF governs all other aspects related to the specific products and services detailed therein. The MSA shall govern all other aspects of the relationship between the Parties that are not specifically addressed or overridden by the OF.

2.1.3. Relationship with Terms and Conditions of Use

The Terms and Conditions of Use are incorporated by reference into the Master Services Agreement (MSA) and apply to the day-to-day use of the Worthix Products by the Client and its authorized Users. This Data Processing Addendum (DPA) governs the legal and technical aspects of data processing, complementing the Terms and Conditions of Use by ensuring compliance with applicable data protection laws. In the event of any conflict between this DPA and the Terms and Conditions of Use regarding data processing activities, the terms of this DPA shall prevail.

2.1.4. Relationship with Privacy Policy

This Data Processing Addendum (DPA) is incorporated by reference into the Master Services Agreement (MSA) and complements the Privacy Policy by detailing the legal obligations related to data processing under applicable data protection laws. The Privacy Policy provides a general overview of how Worthix collects, uses, and protects personal data, while the DPA governs the specific legal aspects of data processing. In the event of any conflict between the Privacy Policy and this DPA regarding data processing obligations, the terms of this DPA shall govern.

2.2. APPLICABILITY OF DATA PROCESSING ADDENDUM

This Data Processing Addendum (DPA) applies to all processing of the Client's Data by Worthix in connection with the Worthix Products and Services provided under the Master Services Agreement (MSA) and any applicable Order Forms (OFs). The terms of this DPA govern all such data processing activities, ensuring compliance with applicable data protection laws.

2.3. DATA MINIMIZATION AND PURPOSE LIMITATION

2.3.1. Purpose Specification and Data Limitation

Worthix shall ensure that Client's Data is processed only for specified, explicit, and legitimate purposes as outlined in the Master Services Agreement (MSA) and applicable Order Forms (OFs). Worthix commits to limiting the processing of Client's Data to what is necessary for the purposes identified, and will not further process the data in a manner incompatible with those purposes without prior written consent from the Client.

2.3.2. Scope of Data and Data Subjects

The types of Client's Data and categories of data subjects subject to this DPA are as described in the Master Services Agreement and any applicable Order Form (OF).

2.3.3. Processing and Data Transfer Instructions

Worthix shall process Client's Data only on documented instructions from the Client, unless otherwise required by applicable law, including with regard to transfers of Client's Data to a third country or an international organization. Data may be transferred to servers located in

different countries based on convenience and agreements with the cloud services provider, provided that such transfers comply with all applicable legal requirements.

3. DATA PRIVACY AND COMPLIANCE

3.1. COMPLIANCE WITH LAWS

Each Party agrees to comply with all applicable data protection laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), the Brazilian General Data Protection Law (LGPD), and any other relevant local, state, national, or international laws. Each Party shall implement and maintain appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, and against accidental loss, destruction, or damage.

3.2. CLIENT DATA RIGHTS AND USAGE

The Client retains ownership of all data it provides to Worthix under this Agreement. However, the Client grants Worthix a non-exclusive, worldwide, royalty-free license to use, process, store and transmit the data solely as necessary to provide the services under this Agreement. This license includes the right for Worthix to make copies of the data as required for backup, disaster recovery, and other operational purposes. The Client is responsible for ensuring that any data provided to Worthix, including any Personally Identifiable Information (PII), complies with applicable data protection laws and that it has obtained all necessary consents and authorizations for such data use. Worthix agrees not to access, use, or disclose the Client's data except as authorized under this Agreement or required by law.

3.3. DATA SECURITY

Worthix agrees to implement and maintain industry-standard high-level security protocols to protect the security, confidentiality, and integrity of the Client's data. These protocols will include encryption, access controls, and regular security audits to prevent unauthorized access, use, disclosure, alteration, or destruction of data. Worthix will also conduct regular risk assessments and update its security measures as necessary to address evolving threats.

3.4. DATA BREACH NOTIFICATION

In the event of a data breach involving the Client's data, Worthix shall promptly notify the Client, but no later than 72 hours after discovering the breach. The notification shall include a description of the breach, the data affected, the steps taken to mitigate the breach, and any recommended actions the Client should take in response. Following the notification, Worthix will cooperate fully with the Client to investigate the breach, mitigate its effects, and fulfill any legal reporting obligations.

3.5. DATA AGGREGATION AND USE

The Client acknowledges and agrees that Worthix may aggregate and anonymize data provided by the Client, such that it cannot reasonably be used to identify the Client or any individual. Worthix may use such anonymized data to create and provide industry benchmarks, insights, or similar comparative information to its users, including the Client. Worthix shall ensure that any anonymized data is processed in compliance with applicable data protection laws and does not contain any Personally Identifiable Information (PII).

3.6. SUBCONTRACTORS AND THIRD-PARTY PROVIDERS

Each Party shall ensure that any subcontractors or third-party service providers engaged in connection with this Agreement adhere to the same data protection and compliance obligations as set forth herein. The engaging Party shall be fully responsible for the actions or omissions of such subcontractors or third-party service providers as if they were its own.

3.7. BREACH OF DATA PROCESSING OBLIGATIONS

In the event that Worthix breaches any of its obligations under this DPA, it shall promptly take corrective actions to remedy such breach. The Client reserves the right to terminate the Master Services Agreement (MSA) or any applicable Order Form (OF) for cause.

3.8. DATA RETENTION AND DELETION

3.8.1. Data Retention

Worthix shall retain the Client's data only for as long as necessary to fulfill the purposes outlined in the Master Services Agreement (MSA) and applicable Order Forms (OFs).

3.8.2. Data Deletion

Upon the expiration or termination of the Master Services Agreement (MSA) or any relevant Order Form (OF), or upon the Client's written request, Worthix shall securely delete or anonymize all Client data in its possession, including any backups or copies, within 90 days. This process must comply with the data deletion obligations outlined in the 'EFFECT OF TERMINATION' clause of the Master Services Agreement (MSA). If retention of any Client data is required by law, Worthix shall inform the Client and retain such data only for the period required by law.

3.9. DATA INPUT, OUTPUT, TRANSFER AND RESPONSIBILITIES

3.9.1. Client Responsibility for Data Input

The Client is solely responsible for the accuracy, legality, and compliance of any data imported into Worthix Products or provided to Worthix, whether through API, file uploads, or any other means. The Client must ensure that all data inputs comply with applicable data protection laws and that only authorized personnel are permitted to input data into Worthix Products or provide it to Worthix.

3.9.2. Client Responsibility for Data Exports

The Client is solely responsible for the use, management, and security of any data exported from Worthix Products or received through Worthix, whether via API, file export, or any other method. The Client must ensure that only authorized personnel have access to export or transfer this data and that it is securely managed when used in other systems, applications, or databases.

3.9.3. Authorization of Users

The Client is responsible for selecting and authorizing Users who are permitted to input and export data in relation to Worthix Products or exchange data with Worthix. The Client must ensure that these users comply with all applicable data protection laws and internal policies when handling data and using the Worthix Products.

3.9.4. Limitation of Worthix's Responsibility

Worthix shall not be liable for any consequences, damages, or losses arising from the Client's data inputs that are inaccurate, unlawful, or in violation of any third-party rights. Similarly, Worthix shall not be responsible for any misuse or unauthorized access to data once it has been exported from Worthix Products or exchanged with Worthix.

3.9.5. Compliance with Laws

The Client agrees to comply with all applicable laws and regulations concerning the use, storage, and transfer of data, both when inputting data into Worthix Products and when exporting it to other systems or exchanging it with Worthix. This includes ensuring that any data shared with or received from third-party systems, applications, or databases is handled in accordance with applicable data protection laws.

3.9.6. International Data Transfers

If Client's Data is transferred to a country outside the jurisdiction of the applicable data protection laws, Worthix will ensure that such transfers are subject to appropriate safeguards, including but not limited to Standard Contractual Clauses (SCCs) or other mechanisms approved by relevant authorities. Worthix shall notify the Client if there is any change in the legal framework governing such transfers that may affect the legality of the Client's data transfers.

4. DATA PROCESSING

4.1. DATA PROCESSING DETAILS

Worthix will process Client's Data as necessary to provide the services under the Master Services Agreement, including for purposes such as data storage, backup, customer support, and as further specified in the relevant Order Form (OF). The processing will continue for the duration of the Agreement, unless otherwise agreed upon.

4.2. DATA PROCESSING INDEMNIFICATION:

4.2.1. By Worthix:

Worthix agrees to indemnify, defend, and hold harmless the Client, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim alleging that Worthix's data processing activities under this DPA violate applicable data protection laws or regulations. Worthix's obligation to indemnify is contingent upon the Client (1) notifying Worthix in writing within 10 days of becoming aware of any such claim or at least 15 days before the specified due date for response in the official claim, whichever is shorter, (2) granting Worthix sole control over the defense and settlement of the claim, and (3) providing reasonable cooperation in the defense of the claim.

4.2.2. By Client:

The Client agrees to indemnify, defend, and hold harmless Worthix, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (1) the Client's instructions to Worthix concerning the processing of data in violation of this DPA or applicable data protection laws, or (2) any data provided by the Client that infringes on the rights of any third party.

4.3. SUBCONTRACTING

The use of subcontractors and third-party vendors in the processing of Client's Data under this DPA is governed by the terms outlined in the Master Services Agreement (MSA), specifically under clause "SUBCONTRACTING". Worthix shall ensure that all subcontractors adhere to the same standards of data protection and confidentiality as required by this DPA. For full details on the obligations and responsibilities concerning subcontractors, please refer to the "SUBCONTRACTING" section in the MSA.

5. ASSISTANCE COMPLIANCE AND LIMITATIONS WITH DATA SUBJECT RIGHTS

5.1. ASSISTANCE COMPLIANCE

Worthix will assist the Client in complying with its obligations under applicable data protection laws concerning the rights of Data Subjects, including but not limited to, the rights of access, rectification, erasure, restriction of processing, data portability, and objection.

5.2. ASSISTANCE LIMITATIONS

Worthix will provide such assistance within a reasonable timeframe, and in any event within the timeframes required by applicable data protection laws. Any requests from Data Subjects will be promptly communicated to the Client, unless prohibited by law.

6. AUDIT RIGHTS

6.1. ACCESS TO CERTIFICATIONS AND AUDIT INFORMATION

Worthix agrees to provide the Client with copies of its most recent third-party certifications or audit reports related to security and data protection from its cloud service providers (e.g., Azure) upon request. These documents may also be made available to the Client's supervisory authority upon their request.

6.2. REMOTE AUDITS

The Client has the right to request a remote audit of Worthix's data processing activities covered by this Data Processing Addendum (DPA). Such an audit may be conducted by the Client or by a third-party auditor chosen by the Client.

6.2.1. Remote audits can be requested under the following circumstances:

- The Client has been notified of a data breach, compliance failure, or any other issue that directly affects the Client's data.
- The provided certifications or audit reports are deemed insufficient to demonstrate compliance with this DPA or applicable data protection laws. A report may be considered insufficient if it does not adequately cover the relevant aspects of data processing, lacks independent third-party verification, or fails to address specific concerns raised by the Client.

6.3. SUPERVISION AND REASONABLE EXERCISE OF RIGHTS

The remote audit must be conducted reasonably, in good faith, and during regular business hours based on the choice of the Worthix-appointed executive or third-party responsible for supervising the audit. Worthix reserves the right to supervise and document the entire audit process. Worthix may interrupt or suspend the audit if it determines that the audit interferes with the rights of other clients, violates agreements in place with other clients, or is against the law. This audit right is limited to one audit per year unless there is a justified emergency or legal requirement.

6.4. THIRD-PARTY AUDITOR

If the Client chooses to engage a third-party auditor to conduct the remote audit, the auditor must not be a competitor of Worthix and must agree to a non-disclosure agreement with Worthix before the audit begins. The Client will bear all costs associated with hiring the third-party auditor.

6.5. FINDINGS AND COMPLIANCE

6.5.1. Non-Disclosure

Both the Client and the third-party auditor agree that any findings from the audit will be treated as confidential information and will not be publicly disclosed.

6.5.2. Investigation and Response

Upon receiving the audit findings, Worthix will be given 90 days to investigate the issues identified, and, if necessary, defend itself against any claims or provide implementation plans.

6.5.3. Client Notification and Communication

Worthix will notify its Clients and any relevant stakeholders about the audit findings in accordance with the processes outlined in the Master Services Agreement (MSA), ensuring that communication is done in a controlled and manageable manner.

6.5.4. Non-Disclosure

Both the Client and the third-party auditor agree that any findings from the audit will be treated as confidential information and will not be publicly disclosed.

6.5.5. Investigation and Response

Upon receiving the audit findings, Worthix will be given 90 days to investigate the issues identified, formulate a response, and, if necessary, defend itself against any claims.

6.5.6. Client Notification and Communication

Worthix will notify its clients and any relevant stakeholders about the audit findings in accordance with the processes outlined in the Master Services Agreement (MSA), ensuring that communication is done in a controlled and manageable manner.

7. AMENDMENTS

This Data Processing Addendum (DPA) may be amended only by a written document that is signed by authorized representatives of both Parties. Upon execution, any such Amendment shall modify or supplement the terms of this DPA as specified. Amendments are considered part of the overall contractual relationship and carry the same legal weight as the original documents they modify. All Amendments and Order Forms (OFs) are considered confidential and shall not be disclosed to any third party except as required by law or with prior written consent of the other Party. The standard and most up-to-date versions of the DPA, MSA, Privacy Policy, and Terms and Conditions of Use are publicly available at www.worthix.com/agreements.

8. COMMUNICATION OF UPDATES

8.1. Updates and modifications

Any updates or modifications to this Data Processing Addendum (DPA) will be communicated in accordance with the communication provisions outlined in the Master Services Agreement (MSA), specifically under the 'Communication of Updates and Modifications' clause. Worthix will ensure that the Client is notified of any material changes in a timely manner, as specified in the MSA.

8.2. Online Availability and Updates

The most current version of this document is available online at <http://www.worthix.com/agreements>. Worthix reserves the right to update this document in accordance with the 'Communication of Updates and Modifications' process.

9. GOVERNING LAW AND JURISDICTION

This Data Processing Addendum (DPA) shall be governed by and construed in accordance with the laws of the jurisdiction specified in the Master Services Agreement (MSA). Any disputes arising out of or in connection with this DPA shall be subject to the exclusive jurisdiction of the courts specified in the MSA.