

DATA PROCESSING ADDENDUM

This Data Processing Addendum, and all Exhibits attached hereto and documents incorporated by reference herein (this “**DPA**”), is by and between Paradigm Personality Labs, LLC (“**Paradigm**”) and the individual, company, entity or organization accessing or using the Sites and/or Services (as defined in the Terms of Use) (“**you**” or “**your**”). This DPA will supplement, amend and/or modify, as applicable, the Terms of Use by and between the parties (the “**Agreement**”).

In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein will have the meaning set forth in this Section 1 (Definitions).
 - (a) “**Data Protection Law**” means, as applicable: (i) Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “**EU GDPR**”); (ii) the EU GDPR as incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable legislation under such Act (the “**UK GDPR**”); and/or (iii) the Federal Act on Data Protection of 19 June 1992 (Switzerland) (the “**Swiss FADP**”).
 - (b) “**EEA**” means the European Economic Area.
 - (c) “**EU**” means the European Union.
 - (d) “**Privacy Policy**” means Paradigm’s privacy policy available here.
 - (e) “**Standard Contractual Clauses**” means the clauses annexed to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>.
 - (f) “**Transfer**” means to disclose, provide or otherwise make personal data available to a third party including, but not limited to, disclosure by physical movement of the personal data to such third party or by enabling access to the personal data by other means.

(g) “**UK**” means the United Kingdom.

(h) The terms “**controller**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**process**” or “**processing**”, and “**processor**” each have the meaning set forth in the applicable Data Protection Law.

2. **Roles of the Parties.** The parties agree that, for purposes of any applicable Data Protection Laws, you are a controller (or, as applicable, a processor) of personal data, and Paradigm is a processor of personal data. Each party shall comply with the obligations of Data Protection Laws applicable to it in connection with this DPA and the processing of personal data.
3. **Processing of Personal Data.** Paradigm will process personal data: (a) as needed to perform its obligations under the Agreement, (b) in accordance with the Agreement, this DPA, or other documented instructions received from you as further set forth in Section 4 (Instructions), and (c) as needed to comply with applicable law. The details of the processing of personal data (including the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects) are set forth in Exhibit A attached hereto.
4. **Instructions.** Paradigm will process personal data in accordance with your documented, lawful instructions as specified in the Agreement and this DPA, including instructions regarding Transfers. You may provide additional instructions in writing to Paradigm with regard to the processing of personal data in accordance with Data Protection Laws. Paradigm will comply with reasonable, lawful and documented additional instructions from you. Unless prohibited by applicable law, Paradigm will inform you if, in Paradigm’s opinion, an instruction from you violates applicable Data Protection Laws.
5. **Data Subject Requests.** If Paradigm receives a request from a data subject that relates to your personal data and identifies you, Paradigm will instruct the data subject to submit such request to you. Paradigm will reasonably assist you, by appropriate technical and organizational measures and taking into account the nature of the processing, in meeting your obligations to respond to data subjects’ requests to exercise their rights, including their rights to access, correction, objection, erasure and data portability.
6. **Additional Assistance.** Taking into account the nature of the processing and the information available to Paradigm, Paradigm also will reasonably assist you in meeting your compliance obligations regarding: (a) ensuring the security of the personal data; (b) responding to personal data breaches, as further set forth below

in Section 11 (Personal Data Breach); and (c) carrying out privacy and data protection impact assessments and related consultations of data protection authorities. Any such assistance will be at your sole cost and expense.

7. **Use of Sub-processors.** You consent to Paradigm's use of third party subcontractors that may process your personal data (each, a "**Sub-processor**") in connection with Paradigm's performance pursuant to the Agreement. Specifically, Paradigm may use those Sub-processors set forth [here](#) (the "**Sub-processor Site**"). At least fourteen (14) days prior to appointing any new Sub-processor to process your personal data in connection with the Agreement, Paradigm will provide notice of its intent to appoint such new Sub-processor by updating the Sub-processor Site. If you do not object within seven (7) days after Paradigm provides such notice, the new Sub-processor shall be deemed approved. If you object within such seven (7) day period, the parties will use good faith efforts to resolve such objection within a reasonable time. If the parties are unable to resolve such objection within a reasonable time, either party may terminate the Agreement and this DPA without cost or penalty upon notice to the other party. Paradigm will, prior to any Transfer to a Sub-processor, enter into a written agreement with such Sub-processor that is no less restrictive than this DPA with respect to the processing of personal data. Paradigm will remain responsible and liable for any act or omission by such Sub-processor with respect to the personal data as if such act or omission were performed by Paradigm.

8. **Transfers.**

(a) To the extent the processing of personal data by Paradigm involves any Transfers by you of personal data originating from the EEA, UK or Switzerland to Paradigm in a country located outside the EEA, UK or Switzerland that has not received a binding adequacy decision by the European Commission or by a competent data protection authority, such Transfers are subject to the terms of the Standard Contractual Clauses, incorporated into this DPA by reference, subject to the following:

- (i) where you are a controller and Paradigm is a processor, such Transfers will be made pursuant to Module Two of the Standard Contractual Clauses;
- (ii) where you are a processor and Paradigm is a processor, such Transfers will be made pursuant to Module Three of the Standard Contractual Clauses;

- (iii) where the Transfer relates to personal data originating within the UK, the Standard Contractual Clauses shall be modified as set forth within the “**UK Transfer Addendum**”, developed by the UK Information Commissioner’s Office (“**UKICO**”) and effective as of March 21, 2022, which is available online at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, and incorporated herein by this reference;
- (iv) the parties’ choices, with respect those elements of the Standard Contractual Clauses that provide for optionality, are set forth on a jurisdiction-by-jurisdiction basis in Exhibit B; and
- (v) the information required by Annex I of the Standard Contractual Clauses appears in Exhibit A, and the information required by Annex II of the Standard Contractual Clauses appears in the Privacy Policy. The list required by Annex III appears on the Sub-processor Site.

The parties agree that where Module 3 of the Standard Contractual Clauses applies, and Paradigm (as processor) is required to provide any notice or information to the controller, the parties will first mutually discuss such requirement and determine in good faith which party will provide such notice or information to the controller in order to fulfill such obligation.

- (b) Any onward Transfers by Paradigm of personal data originating from the EEA to any country located outside the EEA that has not received a binding adequacy decision by the European Commission or by a competent data protection authority, such Transfers shall be subject to binding and appropriate Transfer mechanisms that provide an adequate level of protection in compliance with Data Protection Laws, such as the standard contractual clauses or approved binding corporate rules.
9. **Confidentiality.** Paradigm will ensure that all persons authorized to process personal data are subject to written obligations of confidentiality or are under an appropriate statutory obligation of confidentiality that are no less restrictive than those set forth herein or in the Agreement.
10. **Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, Paradigm will implement

appropriate technical and organizational measures to ensure a level of security appropriate to the risk presented by the processing of personal data.

11. **Personal Data Breach.** If Paradigm becomes aware that there has been a personal data breach, Paradigm will notify you in writing of such personal data breach without undue delay. Taking into account the nature of processing and the information available to Paradigm, Paradigm will reasonably assist you in complying with its obligations regarding personal data breaches.
12. **Return or Disposal.** Paradigm will destroy or return all personal data to you upon completion of the provision of services or upon termination of the Agreement, and destroy existing copies of personal data unless applicable law or Paradigm's data retention policy requires storage of the personal data. Any personal data retained by Paradigm pursuant to this Section 12 (Return or Disposal) shall be retained in accordance with the terms of this DPA.
13. **Audits; Inquiries.** At your sole cost and expense, Paradigm will make available to you relevant information necessary to demonstrate compliance with Data Protection Laws and this DPA, and allow for and contribute to audits, including inspections, conducted by your internal and external auditors and personnel and applicable data protection authorities. In connection with the foregoing, you will provide Paradigm with reasonable notice of such audit (and in any event not less than thirty (30) days' notice) and such audit will occur at a date and time mutually agreed to by the parties during normal business hours and will not unreasonably interfere with Paradigm's business.
14. **Disclosure Requests.** If Paradigm receives any subpoena, judicial, administrative or arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority which relates to its processing of your personal data ("**Disclosure Request**"), it will promptly pass on such Disclosure Request to you without responding to it, unless otherwise required by applicable law. Paradigm will provide you with relevant information in its possession that may be responsive to the Disclosure Request and any reasonable assistance required for you to promptly respond to such Disclosure Request.
15. **Survival.** Paradigm's obligations under this DPA will continue for so long as Paradigm has access to, is in possession of or acquires personal data, even if the Agreement between you and Paradigm has expired or been terminated.
16. **Interpretation.** Except as specifically provided herein, the Agreement shall remain in full force and effect. The rights granted to any party hereunder are in addition to and not a replacement for other rights such party may have under the

Agreement. In the event of any conflict or inconsistency between the terms of this DPA and the terms of the Agreement with respect to the processing of personal data, the terms of this DPA shall control.

EXHIBIT A

Details of Processing

A. LIST OF PARTIES:

Data Exporter:

Name:	“you” as defined above
Address:	Your mailing address
Contact Person:	Your designated contact person
Activities Relevant to Transferred Data:	Your use of the MyParadigm Dashboard
Role:	Controller or processor, as applicable

Data Importer:

Name:	Paradigm Personality Labs, LLC
Address:	615 S. College St., 10th floor Charlotte, NC 28202 United States of America
Contact Person:	Chief Executive Officer e-mail: privacy@paradigmpersonality.com
Activities Relevant to Transferred Data:	Paradigm Personality Labs provides behavioral assessments, training, and consulting to clients around the globe
Role:	Processor

B. DESCRIPTION OF TRANSFER:

Subject Matter of the Processing:	The subject matter of the processing is the provision of the Services, as further described in the Terms of Use.
Nature and Purpose of Processing:	For the provision of the Services, as further described in the Terms of Use.

Duration of Processing:	As further described in the Terms of Use and Privacy Policy.
Categories of Data Subjects:	As further described in the Privacy Policy.
Categories of Personal Data:	As further described in the Privacy Policy.
Special Categories of Personal Data:	None.
Frequency of the Transfer:	As required to use or provide the Services.
Retention Criteria:	As further described in the Privacy Policy.
Subject Matter, Nature, and Duration of Sub-processor Processing:	As further described in the Terms of Use and Privacy Policy.

EXHIBIT B

Standard Contractual Clauses – Implementation Choices

	EEA Data	UK Data	Swiss Data
Clause 7	The Parties choose not to include the optional docking clause.		
Clause 9	The Parties choose Option 2, “General Written Authorization,” and a notification period of fourteen (14) days.		
Clause 11	The Parties choose <u>not</u> to include the optional language providing data subjects with the right to lodge complaints with an independent dispute resolution body.		
Clause 13	The Irish Data Protection Commission will be the competent supervisory authority.	The UKICO will be the competent supervisory authority.	The Swiss Federal Data Protection and Information Commissioner (“ FDPIC ”) will be the competent supervisory authority.
Clause 17	The SCCs shall be governed by the laws of the Republic of Ireland.	The SCCs, including the incorporated UK Transfer Addendum, shall be governed by the laws of England and Wales.	The SCCs shall be governed by the laws of the Republic of Ireland.
Clause 18	The Parties agree that any dispute arising from the SCCs shall be resolved by the courts of the Republic of Ireland.	The Parties agree that any dispute arising from the SCCs or the incorporated UK Transfer Addendum shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings	The parties agree that any dispute between the Parties arising from the SCCs shall be resolved by the courts of the Republic of Ireland, but the Parties’ selection of forum may not be construed as forbidding

		against the Data Exporter and/or Data Importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.	data subjects in Switzerland from suing for their rights in Switzerland.
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