

Data Processing Addendum (“Addendum”)

Between:

- _____ (“Client “) and,
- Brillbook (meaning the legal entity with which Client has a contractual relationship according to the Terms of Service, “Brilino Solutions Private Limited”). Client and Brillbook are also referred to as a “Party” and collectively as the “Parties”.

1. Background

- 1.1 The Client has agreed to the Terms of Service, according to which Brillbook has agreed to provide certain services to Client (the “Services”). When providing the Services, Brillbook may collect, process, and gain access to Personal Data of individuals on behalf of Client. From a data protection perspective, Client will be the Data Controller, and Brillbook will be the Data Processor.
- 1.2 This Addendum specifies the data protection obligations of the Parties under the Terms of Service. It applies to all activities performed by Brillbook in connection with the Terms of Service in which Brillbook, its staff, or a third party acting on behalf of Brillbook comes into contact with Personal Data of individuals as a Data Processor.
- 1.3 The Addendum is based on the provision of Article 28 of the GDPR, and the definitions contained in the GDPR. Annex 1 to this Addendum specifies the jurisdiction-specific requirements for the United Kingdom. Annex 2 to this Addendum specifies the jurisdiction-specific requirements for Switzerland.
- 1.4 If there is a conflict between the terms of the Terms of Service and those of this Addendum, the provisions of this Addendum will prevail.

2. How to execute this Addendum

- 2.1 This Addendum has been pre-signed on behalf of the applicable Brillbook entity. To enter into this Addendum, Client must complete the signature block below by providing all relevant information and having this Addendum executed by an authorized representative of Client and submit the completed and executed Addendum to privacy@brilbook.com.
- 2.2 When Brillbook receives the completed and signed Addendum as specified above, this Addendum will become a legally binding addendum to the Terms of Service.

3. Definitions

- 3.1 All capitalized terms used herein and not otherwise defined herein, shall have the meaning ascribed to such term in the Terms of Service.
- 3.2 Agreement means the Terms of Service, the Privacy Notice, and this Addendum.
- 3.3 Client means a natural, legal person or entity who has accepted the Terms of Service with Brillbook. As set forth in the Terms of Service, Client always has access to User Management and can assign Authorisations to any User.
- 3.4 Client Data means files and any other digital data and information, which is subjected to the Services or otherwise inserted to the Brillbook system by the Client (including the specific users, products, persons, organizations, activities, pipelines, stages, and deals associated with the Client).
- 3.5 Administrator means a User(s) of an Account which the Client has granted a special authorisation to manage the Client Account
- 3.6 Data Controller means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- 3.7 Data Processor means a natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Controller.
- 3.8 Data Protection Laws means all applicable worldwide legislation relating to data protection and privacy which applies to the respective party in the role of Processing Personal Data in question under the Agreement, including but not limited to the European Union Regulation 2016/679 (the "**General Data Protection Regulation**" or "**GDPR**"), the United Kingdom Data Protection Act of 2018 and the European Union Regulation 2016/679 as applicable by virtue of Section 3 of the European Union (withdrawal) Act of 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) (the "**UK GDPR**"), the Swiss Federal Data Protection Act (the "**Swiss DPA**") as revised on 25 September 2020, as well as the California Consumer Privacy Act (the "**CCPA**"), in each case as amended, repealed, consolidated, or replaced from time to time.
- 3.9 Data Subject means the individual to whom Personal Data relates.
- 3.10 Instructions means the written, documented instructions issued by Client to Brillbook, and directing the same to perform a specific or general action regarding Personal Data (including, but not limited to, depersonalizing, blocking, deleting, making available).
- 3.11 Personal Data means any information relating to an identified or identifiable individual where such information is contained within Client Data and is recognised as personal data, personal information, or personally identifiable information under applicable Data Protection Laws.

- 3.12 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 by Brillbook and/or its Sub-Processors in connection with the provision of the Services. "Personal Data Breach" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- 3.13 Processing means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, or erasure of Personal Data. The terms "Process", "Processes" and "Processed" will be construed accordingly.
- 3.14 Sensitive Data means Personal Data that is protected under special legislation and requires unique treatment, such as "special categories of data", "sensitive data" or other materially similar terms under applicable Data Protection Laws, which may include any of the following: (a) social security number, tax file number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) financial or credit information, including credit or debit card number; (c) genetic or health information; (d) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, biometric data for the purpose of uniquely identifying a natural person, data concerning a person's sex life or sexual orientation, or data relating to criminal convictions and offenses; and/or (e) account passwords in un-hashed form.
- 3.15 Sub-Processors means any Processor engaged by Brillbook to assist in fulfilling its obligations with respect to the provision of the Services under the Terms of Service.
- 3.16 Terms of Service means the terms available at <https://brilbook.com/resources/terms-of-service>.

4. Details of Processing

- 4.1 Purpose of Processing. Subject to Section 6.1 below, Brillbook will collect and Process Personal Data in connection with the Terms of Service only for the purpose of providing the Services. Brillbook will carry out the data Processing operations in accordance with the Terms of Service as well as any Instructions received from Client that do not conflict with the provisions of this Addendum or the Terms of Service. Copies or duplicates of any Personal Data made available hereunder may only be compiled with the approval of Client, as may be technically required for the provision of the Services, or required for lawful data retention.
- 4.2 Nature of Processing. Brillbook is a cloud-based, self-service, SaaS CRM (customer relationship management) tool. Personal Data will be Processed in accordance with the Terms of Service, Privacy Notice, and this Addendum, and may be subject to the following Processing activities:
- Storage and other Processing necessary to provide, maintain and improve the Services; and

- Disclosure in accordance with the Agreement (including this Addendum) and/or as compelled by applicable laws.

4.3 Controller Instructions. The Parties agree that the [Terms of Service](#) (including this Addendum), and the [Privacy Policy](#), together with the Client's use of the Services, constitute the Client's complete and final Instructions to Brillbook in relation to the Processing of Personal Data, and any additional Instructions outside the scope of the Instructions shall require prior written agreement between the Parties.

4.4 Categories of Data Subjects. Brillbook will not have any knowledge or control over the categories of Data Subjects whose Personal Data the Client may elect to record or upload into the Service, except as provided in the Terms of Service. Personal Data to which Brillbook may receive access usually concerns, in particular, the following categories of Data Subjects:

- Client's directors, officers, employees, interns, trainees, agents, contractors, job applicants, customers, suppliers, subcontractors, business contacts.
- Any individuals working for third parties (e.g., Brillbook Marketplace Applications) with whom Brillbook interacts or is requested to interact in connection with the provision, operation, or maintenance of the Services on behalf of Client; and
- Any other individuals for which Client enters Personal Data or information into the Service.

4.5 Categories and Nature of Personal Data. Brillbook will not have any knowledge or control over the categories or nature of the Personal Data that Client may elect to record or upload into the Service, except as provided in the Terms of Service. The data Processing activities will generally include the following categories of Personal Data:

- Name, title, street address, email address, phone number, other contact information.
- Customer history.
- Contract billing and bank data.
- IP addresses.
- References, meeting notes; and
- Other data collected by Client and entered or uploaded into the Service by Client.

The Parties agree that the Services are not intended for the Processing of Sensitive Data, and, as such, the Parties do not anticipate the Processing of Sensitive Data.

4.6 Term. This Addendum will become effective when signed by the Parties ("Effective Date") and will run for the same term as the Terms of Service or as long as Brillbook Processes Personal Data in accordance with Section 6.11 below.

5. Client's Obligations

5.1 Compliance with Laws. Within the scope of the Agreement and in its use of the Services, Client will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of Personal Data and the Instructions it issues to Brillbook.

5.2 In particular, but without prejudice to the generality of the foregoing, Client acknowledges and agrees that it will be solely responsible for:

- 5.2.1 The accuracy, quality, and legality of Personal Data and the means by which it acquired Personal Data.
 - 5.2.2 Complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including providing the necessary notifications and obtaining any necessary consents and authorizations (particularly for use by Client for marketing purposes);
 - 5.2.3 Ensuring Client has the right to transfer, or provide access to, the Personal Data to Brillbook for Processing in accordance with the terms of the Agreement (including this Addendum);
 - 5.2.4 Ensuring that Client's Instructions to Brillbook regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and
 - 5.2.5 Complying with all laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices.
- 5.3 Client will inform Brillbook without undue delay if Client is not able to comply with its responsibilities under this Section 5 or applicable Data Protection Laws.

6. Brillbook's Obligations

- 6.1 Scope of Processing. Brillbook commits to process Personal Data received within the scope of the Agreement only based on the documented Instructions from the Client. This does not apply to cases in which Brillbook is obliged to Process Personal Data under European Union or European Union Member State law to which Brillbook is subject. In such a case, Brillbook shall inform the Client of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.
- 6.2 Confidentiality. Brillbook will ensure that persons authorized to Process Personal Data have committed themselves to confidentiality concerning Personal Data or are under an appropriate statutory obligation of confidentiality.
- 6.3 Qualified Personnel. Brillbook will use qualified personnel with data protection training to provide the Services.
- 6.4 Instructions to Personnel. Brillbook will oblige its personnel to Process Personal Data only in accordance with the Agreement, including its appendices, and any Instructions received from Client.

- 6.5 Notification of Violation. Brillbook will notify Client without undue delay if Brillbook is of the opinion that an Instruction received from Client is in violation of applicable Data Protection Laws and/or in violation of contractual duties under the Agreement.
- 6.6 Notification of Personal Data Breach. Brillbook will notify Client via email to the designated account Administrator(s) without undue delay after becoming aware of a Personal Data Breach involving Personal Data for which Client is Controller and will assist Client in fulfilling its statutory obligations under applicable Data Protection Laws, including the GDPR, taking into account the nature of Processing and the information available to Brillbook.
- 6.7 Third Parties. Brillbook will keep confidential and will not make available any Personal Data received in connection with the Services to any third party except in accordance with the Terms of Service or this Addendum or as required by applicable law.
- 6.8 Data Subjects' Requests. Considering the nature of the Processing, Brillbook will support Client by implementing appropriate technical and organisational measures in fulfilling the rights of the Data Subject, as laid down in Chapter III of the GDPR, including but not limited to the correction, objection to the Processing of, deletion, and provision of Personal Data. If so, instructed by Client, and if feasible, Brillbook will correct, block, delete and take other required actions with the Personal Data in accordance with Client's Instructions. If a Data Subject contacts Brillbook directly to have his or her data corrected, deleted, blocked, or use any other rights under Chapter III of the GDPR, Brillbook will instruct the Data Subject to contact the Data Controller without undue delay after receipt of such request.
- 6.9 Security. Considering the nature of Processing and the information available to Brillbook, Brillbook will assist Client in ensuring compliance with its obligations under Article 32 of the GDPR regarding security of Processing.
- 6.10 Cooperation with Supervisory Authorities. Brillbook will use reasonable efforts to fully cooperate and to comply with any instructions, guidelines, and orders received from the relevant supervisory authority when such instructions, guidelines, or orders pertain to the Personal Data.
- 6.11 Deletion and Return of Personal Data. Upon termination of Services under the Terms of Service or, if applicable, an agreed exit phase, upon Instruction from Client, Brillbook will, in accordance with Client's Instructions either delete and/or return all Personal Data to Client unless Brillbook is under an legal obligation to retain the Personal Data. The return and/or destruction of the Personal Data transferred shall be deemed to have been achieved via Client initiating the export or deletion (as the case may be) of such Personal Data via the user interface or through Brillbook support in-app made available by Brillbook and noted as completed by Brillbook. If the Client terminates the Services but does not give any Instructions, the normal data retention period applies as described in [Privacy Policy - Brillbook](#).
- 6.12 Data Protection Impact Assessment and Prior Consultation. To the extent that the required information is reasonably available to Brillbook, and Client does not otherwise have access to the required information, Brillbook will provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities to the extent required by the GDPR or the UK GDPR (as applicable).

6.13 Records of Processing Activities. Brillbook shall keep a record of processing activities in accordance with Article 30(2) of the GDPR and make it available to the Client upon request.

7. Sub-Processors

7.1 Client grants Brillbook a general authorization in line with Article 28(2) of the GDPR to engage Sub-Processors for the purposes of providing the Services.

7.2 Client authorizes Brillbook's engagement of the Sub-Processors listed in <https://brilbook.com/resources/sub-processors> and Annex 4 to this Addendum at the time of the conclusion of this Addendum. Brillbook shall ensure that authorized Sub-Processors comply with the conditions provided for in Section 7.5 below at all times during provision of the Services.

7.3 Brillbook shall provide Client notification, prior to the appointment of any new Sub-Processor (irrespective of whether such new Sub-Processor is appointed for carrying out an existing Processing function or a new Processing function). The notification will be sent via email to the designated account Administrator(s). Upon notification regarding Brillbook's intention to engage a new Sub-Processor, Client may object to such engagement by notifying Brillbook promptly in writing via email at data.protection@brilbook.com, within ten (10) business days after receipt of Brillbook's notice.

7.4 In the event that Client objects to the use of any Sub-Processor, Brillbook will recommend to Client commercially reasonable changes in the configuration or use of the Services to avoid Processing of Personal Data by the proposed Sub-Processor. If Brillbook is unable to assist Client with its objection regarding engagement of a Sub-Processor within a reasonable period of time which shall not exceed thirty (30) calendar days, Client may, upon written notice to Brillbook, terminate the Services. In the event of such termination, Brillbook will refund Company on a pro-rata basis any amounts paid by such Company for use of the Services.

7.5 Brillbook may only engage Sub-Processors for providing the Services under the Terms of Service if Brillbook:

7.5.1 Communicates the name, contact details, and the services to be provided by the Sub-Processor prior to engaging or replacing the Sub-Processor.

7.5.2 Has in place, or concludes prior to engaging the Sub-Processor, an agreement between Brillbook and the Sub-Processor that imposes similar, and in no way less protective, obligations than as set out in this Addendum.

7.5.3 Ensures that an adequate level of data protection for Sub-Processors that are located outside of the European Union / European Economic Area exists as per GDPR or is created (e.g., by concluding Processor-to-Processor EU Standard Contractual Clauses); and

7.5.4 Has sufficient rights against the Sub-Processor to enforce a claim, or request of the Client in the context of the Services provided by the Sub-Processor.

7.6 Brillbook shall be fully responsible for any data protection violations by the Sub-Processors in connection with the provision of Services and shall remain fully liable to Client for any such violations in accordance with Section 11 of this Addendum.

8. Place of Data Processing and Data Transfers

8.1 Client acknowledges and agrees that Brillbook may access and Process Personal Data on a global basis as necessary to provide the Service in accordance with the Terms of Service and, in particular, that Personal Data may be transferred to and processed by:

8.1.1 Brillbook affiliates in the United States and any other jurisdictions where Brillbook is registered. Client acknowledges that in connection with the performance of the Services, Brillbook, Inc. is a recipient of Client Data in the United States; and

8.1.2 Brillbook Sub-Processors in jurisdictions they have operations.

8.2 Wherever Personal Data is transferred outside its country of origin, each Party will ensure such transfers are made in compliance with the requirements of Data Protection Laws, especially the conditions pursuant to Chapter V of the GDPR.

8.3 Where Client is based in the European Economic Area (EEA), the Parties acknowledge that the transfer of Personal Data by Client to Brillbook will involve the transfer of data outside the EEA.

8.4 Brillbook and its entities have concluded an Intra Group Data Transfer Agreement (“IGDTA”) for any transfers of Personal Data between Brillbook entities. This way Brillbook ensures that adequate safeguards are in place for protecting Personal Data when transferred by data exporters to data importers. In particular, all Brillbook entities have entered into the EU Standard Contractual Clauses for the transfer of Personal Data between Brillbook entities acting as data exporters and data importers, and Brillbook Inc. is a registered entity of the EU-US Data Privacy Framework.

9. Technical and Organizational Measures

Taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, Brillbook will implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk (Article 32 of the GDPR) to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services. The technical and organizational measures implemented by Brillbook are set forth in Annex 3 to this Addendum.

10. Audits

Brillbook will grant to Client and its designees during the term of the Addendum all requested information and access rights strictly in accordance with Brillbook’s security policy in order to verify Brillbook’s compliance with the Terms of Service, this Addendum and with applicable Data

Protection Laws upon written request by Client. Client may determine Brillbook's compliance with the agreed technical and organizational measures (see Annex 3 of this Addendum) at Brillbook's facilities upon a reasonable request in writing once a year, which is subject to confidentiality. If and to the extent Client engages third parties to conduct an audit, such third parties must be bound by confidentiality obligations similar to and no less protective than those agreed to under this Addendum. Client shall reimburse Brillbook for any time expended for any on-site audits at Brillbook's then-current professional services rates. Client shall promptly notify Brillbook and provide information about any actual or suspected non-compliance discovered during an audit.

11. Liability

For the purposes of this Addendum, the liability between "controller" and "processor" will be allocated pursuant to Article 82 of the GDPR.

12. Miscellaneous

12.1 The Addendum is governed by the law indicated as the governing law in the respective provisions of the Terms of Service.

12.2 This Addendum as well as changes and additions must be concluded by mutual agreement of the Parties recorded in signed writing.

Executed by the parties' authorized representatives:

IN WITNESS WHEREOF, the Brillbook entity below that is a party to the Agreement and Client have executed this Addendum through their respective duly authorized representatives as of the effective date.

Client: _____

Name: _____

Position: _____

Signature: _____

Date: _____

For Brillbook OU

Name: _____

Position: _____

Signature: _____

Date: _____

Contact for Data Protection enquiries: _____

Annex

Jurisdiction Specific Requirements – United Kingdom

1. Applicability

Section 2 below applies to the extent that Brillbook's Processing of Personal Data under the Terms of Service is subject to the UK GDPR.

2. UK specific provisions

In the Addendum, reference to:

- (a) "Union or Member State" in Section 6.1 shall be deemed to include the United Kingdom.
- (b) "GDPR" in Sections 6.6, 6.9 and 7.1 shall be deemed to include the UK GDPR.
- (c) "EU", "EEA" and "European Economic Area" in Sections 7.5.3 and 8.3 shall be deemed to include the United Kingdom.
- (d) "EU Standard Contractual Clauses" shall be deemed to include the UK Addendum to the EU Commission Standard Contractual Clauses; and
- (e) "GDPR" in Sections 1, 6.13, 8.2 and 9 shall be deemed to include the UK GDPR.

3. Conflict

In the event of a conflict or inconsistency between the Terms of Service (including the Addendum) and this Annex 1, the requirements of this Annex 1 shall take precedence to the extent of such conflict or inconsistency.

Jurisdiction Specific Requirements – Switzerland

1. Applicability

This Annex 2 applies where Brillbook is established in Switzerland (or otherwise subject to the Swiss DPA) and processes Personal Data from the Client in Switzerland.

2. Definitions

Any references to the EU and EEA shall be read to include Switzerland. Moreover, any references to the GDPR shall be read as references to the equivalent provisions in the Swiss DPA.

3. Local Privacy Law Requirements

In addition to the provisions set out in the Addendum, the following applies for Switzerland:

- Section 6.6: Any notifications must occur as soon as possible.
- Section 8.3: The countries outside the EEA are: USA. In addition, Brillbook has concluded the EU Standard Contractual Clauses to ensure the transmission of the Personal Data to such third countries.
- Section 11.3: Since there is no equivalent of Article 82 GDPR under the Swiss DPA, the general provisions of the Swiss Code of Obligations on liability shall apply.

4. Conflict

In the event of a conflict or inconsistency between the requirements of the Agreement (including the Addendum) and any applicable requirements of this Annex 2, the requirements of this Annex 2 shall take precedence to the extent of the conflict or inconsistency.

Technical and Organizational Measures

Description of the technical and organizational security measures implemented by Brillbook at the time of the conclusion of this Addendum according to Section 9 of the Addendum:

Brillbook is committed to protecting the Personal Data entrusted to it and has a broad corporate governance structure regarding information security in place. The program provides internal standards and best practices for personnel with access to Personal Data. The contents of the program reflect many of the security controls found within the International Organization for Standardization and the International Electrotechnical Commission's ISO/IEC 27001:2013 – Information security management systems – requirements but are also based on industry guidance and best practices.

Brillbook reserves the right to revise these Technical and Organizational Measures at any time, without notice, so long as any such revisions will not materially reduce or weaken the protection provided for Personal Data that Brillbook processes under the Agreement.

Further details of Brillbook's technical and organizational security measures to protect Client Data are available at:

- <https://brilbook.com/resources/privacy-policy>
- <https://brilbook.com/resources/brilbook-and-gdpr>
- <https://brilbook.com/resources/data-security>