

Banzai Data Processing Agreement

Revised and Effective as of November 24, 2020

This Data Processing Agreement (“**DPA**”) supplements and forms part of the written or electronic agreement(s) (individually and collectively the “**Agreement**”) between Banzai International, Inc. (“**Banzai**”) and customer identified above (“**Customer**”) for the purchase, access to, and/or licensing of products, services and/or platforms (collectively the “**Services**”) from Banzai in the Agreement to reflect the parties’ agreement with regard to the Processing of Personal Data. In the event of a conflict between the terms of the Agreement as it relates to the Processing of Personal Data and this DPA, the DPA shall prevail.

This DPA shall be effective for the duration of the Agreement (or longer to the extent required by applicable law).

1. DEFINITIONS

Unless otherwise set out below, each capitalized term in this DPA shall have the meaning set out in the Agreement and the following capitalized terms used in this DPA shall be defined as follows:

“**Banzai Personal Data**” means Personal Data provided by Banzai to Customer.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Customer**” means the entity that is a signatory to the Agreement.

“**Customer Personal Data**” means Personal Data provided by Customer to Banzai.

“**Data Protection Laws**” means all data protection and data privacy laws and regulations applicable to the relevant party, including but not limited to the EU General Data Protection Regulation (GDPR), Canada’s Personal Information Protection and Electronic Documents Act (PIPEDA) and the California Consumer Privacy Act (CCPA).

“**Data Subject**” means the identified or identifiable person or household to whom Personal Data relates.

“**European Economic Area**” or “**EEA**” means the Member States of the European Union together with Iceland, Norway, and Liechtenstein.

“**Personal Data**” shall have the meaning ascribed to “personally identifiable information,” “personal information,” “personal data” or equivalent terms as such terms are defined under Data Protection Laws.

“**Personal Data Incident**” shall have the meaning assigned by Data Protection Laws to the terms “security incident,” “security breach” or “personal data breach” means the unauthorized or unlawful access, use, modification, theft, processing, disclosure, or destruction of Customer Personal Data.

“**Processing**” means any operation or set of operations that is performed on Personal Data, whether or not by automatic 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.

“**Processor**” means the entity that Processes Personal Data on behalf of the Controller.

“**Subprocessor**” means a Processor engaged by a Processor to process Personal Data.

PART 1

This Part 1 of this DPA applies to the processing of Customer Personal Data by Banzai in the course of providing the Services.

2. PERSONAL DATA PROCESSING

2.1. **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Customer Personal Data, Customer is the Controller and Banzai is the Processor.

2.2. **Customer’s Instructions for the Processing of Customer Data.** Customer’s instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the

accuracy, quality, and legality of Customer Personal Data provided by the Customer to Banzai and the means by which Customer acquired Customer Personal Data.

2.3. Banzai's Processing of Customer Personal Data. Banzai shall only Process Customer Personal Data on behalf of and in accordance with Customer's instructions and for the following purposes: (i) Processing in accordance with the Agreement; and (ii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement. Banzai shall inform Customer if, in Banzai's opinion, an instruction is in violation of Data Protection Laws. For the avoidance of doubt, Banzai will not collect, retain, use, sell, or otherwise disclose Customer Personal Data for any purpose other than for the specific purpose of performing the Services.

2.4. Details of the Processing. The subject matter of Processing of Customer Personal Data by Banzai is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Customer Personal Data Processed and the categories of Data Subjects for whom Customer Personal Data is Processed are set forth in Schedule 1.

2.5. Confidentiality. Banzai shall ensure only authorized personnel who have undergone appropriate training in the protection and handling of Customer Personal Data and are bound to respect the confidentiality of Customer Personal Data have authorized access to the same.

2.6. Security Controls. Banzai shall implement appropriate technical and organizational measures to maintain the security, confidentiality and integrity of Customer Personal Data, including measures designed to protect against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Personal Data.

2.7. Data Subject Requests. Banzai shall, taking into account the nature of the Processing, assist the Customer, as Controller, by appropriate technical and organizational measures, insofar as this is possible, in fulfilling the Customer's obligation to respond to requests from a Data Subject exercising that Data Subject's rights under Data Protection Laws.

2.8. Data Protection Impact Assessment. Banzai shall, upon Customer's written request and taking into account the nature of Processing and information available, provide reasonable assistance to Customer in connection with obligations under Articles 32 and 36 of the GDPR or equivalent provisions under Data Protection Laws.

2.9. Return or Deletion of Personal Data. Banzai shall, upon Customer's written request, promptly destroy or return any Customer Personal Data after the end of the provision of Services, unless storage of the Customer Personal Data is required by applicable law.

2.10 Data Processor Point of Contact. If Customer has any questions regarding Processing of Personal Data by Banzai, Customer may send such questions to the following email: legal@getbanzai.com.

3. SUBPROCESSORS

3.1. Appointment of Subprocessors. Customer acknowledges and agrees that Banzai may engage Subprocessors in connection with the provision of the Services. Banzai shall enter into a written agreement with any engaged Subprocessor that contains data protection obligations no less protective than those contained in this DPA.

3.2. List of Current Subprocessors. Banzai shall make available to Customer the current list of Subprocessors for the Services on request.

3.3. Notification of New Subprocessors. Banzai will notify Customer in writing of any changes to this list of Subprocessors.

3.4. Objection to New Subprocessors. Customer may object to Banzai's use of a new Subprocessor by notifying Banzai in writing within ten (10) business days after receipt of Banzai's communication advising of the new Subprocessor. In the event Customer reasonably objects to the use of a new Subprocessor, Banzai will use reasonable efforts to address Customer's objections. If Banzai is unable to make available such change within a reasonable period, which shall not exceed ninety (90) days, Customer may terminate the applicable Agreement with respect only to those Services which cannot be provided by Banzai without the use of the objected-to new Subprocessor by providing written notice to Banzai.

3.5. **Liability.** Banzai shall be liable for the acts and omissions of its Subprocessors to the same extent Banzai would be liable if performing the services of each Subprocessor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

4. PERSONAL DATA INCIDENTS

4.1. Banzai shall notify Customer without undue delay (and in any event within forty-eight (48) hours) after becoming aware of a Personal Data Incident. Banzai shall identify the cause of such Personal Data Incident and take those steps necessary in order to remediate the cause of such a Personal Data Incident.

5. INTERNATIONAL DATA TRANSFERS

5.1. **Customer Personal Data Transfers.** Customer agrees and acknowledges that Banzai may receive and process Customer Personal Data in the United States and other countries outside of the EEA where it maintains its data processing operations. The Standard Contractual Clauses (processors) approved by the European Commission Decision C(2010)593, or any subsequent version thereof released by the European Commission (which will apply automatically), as set out in Schedule 3 of the DPA (the “**Processor Clauses**”), shall apply to the transfer of Customer Personal Data to Banzai under this Part 1 of this DPA.

5.2 In the event of any conflict between the Processor Clauses and the rest of the Agreement, the Processor Clauses shall prevail.

5.3 Customer hereby confirms that it has satisfied itself that Banzai provides a level of protection for Personal Data transferred under the Processor Clauses that is essentially equivalent to that required under the Data Protection Laws to which the Customer is subject.

6. AUDITS

6.1. On no more than an annual basis and upon thirty (30) days’ notice in writing, Banzai, to the extent that it is acting as a Data Processor to Customer, shall make available to Customer information necessary to demonstrate compliance with the obligations set forth under Data Protection Laws, provided that Banzai shall have no obligation to provide confidential information. On no more than an annual basis and upon thirty (30) days’ notice in writing, Banzai shall, to the extent that it is acting as a Data Processor to Customer, following a request by Customer and at Customer’s expense, further allow for and contribute to audits and inspections by a mutually agreed third party auditor. The scope, timing, and duration of any such audits, including conditions of confidentiality, shall be mutually agreed upon by Banzai and Customer prior to initiation. Customer shall promptly notify Banzai with information regarding non-compliance discovered during the course of an audit, and Banzai shall use commercially reasonable efforts to address any confirmed non-compliance. Customer will reimburse Banzai for its reasonable costs associated with any such audit.

PART 2 – SHARED PERSONAL DATA

This Part 2 of this DPA applies to: (a) the processing of Customer Personal Data by Banzai as an independent Controller; and (b) the processing of Banzai Personal Data by the Customer as an independent Controller.

7. CUSTOMER PERSONAL DATA

7.1 Banzai employs safeguards to protect the Customer Personal Data it Processes, including those identified in this DPA and those contemplated in Article 6(4) of the GDPR.

7.2 Customer shall ensure that Banzai is legally permitted to store and Process the Customer Personal Data, including as follows:

(a) the transfer of the Customer Personal Data to Banzai, and the Processing of Customer Personal Data by Banzai in accordance with this Part 2 of this DPA, will be consistent with the information provided to Data Subjects;

(b) where required under Data Protection Laws, the Customer shall obtain valid consent from Data Subjects to the transfer of Customer Personal Data to Banzai and the Processing of the Customer Personal Data by Banzai in accordance with this Part 2 of this DPA; and

(c) the Customer Personal Data shall not relate to any Data Subjects that have exercised a right to erasure of that Personal Data under applicable Data Protection Laws.

7.3 The Standard Contractual Clauses (controllers) approved by European Commission decision C(2004) 4271 set out in Schedule 2 to the DPA, or any subsequent version thereof released by the European Commission (which will apply automatically) (the “**Controller Clauses**”), shall apply to the transfer of Customer Personal Data from the Customer to Banzai if:

- (a) the Customer is established in the EEA or UK; or
- (b) the Customer is otherwise required contractually or under applicable Data Protection Law to enter into Controller Clauses with respect to the transfer of Customer Personal Data to Banzai.

7.4 Customer hereby confirms that it has satisfied itself that Banzai provides a level of protection for Personal Data transferred under the Processor Clauses that is essentially equivalent to that required under the Data Protection Laws to which the Customer is subject.

8. BANZAI PERSONAL DATA

8.1 The Customer shall:

- (a) not Process the Banzai Personal Data other than in accordance with Customer’s instructions and for the following purposes: (i) Processing in accordance with the Agreement; and (ii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement (the “Permitted Purpose”); and
- (b) promptly delete or destroy all Banzai Personal Data once that Banzai Personal Data is no longer required for the Permitted Purpose, unless the Customer is required to use and retain the Banzai Personal Data to comply with applicable law.

8.2 The Controller Clauses shall apply to the transfer of Banzai Personal Data by Banzai to the Customer to the extent that:

- (a) Banzai’s Processing of such Banzai Personal Data is subject to the GDPR, or Banzai is contractually required to enter into the Controller Clauses with respect to the transfer of such Banzai Personal Data; and
- (b) the Customer, or the jurisdiction in which it is established, is not in the EEA or a country deemed by the European Commission to provide an adequate level of protection for Personal Data.

SCHEDULE 1 – DETAILS OF PERSONAL DATA PROCESSING

Nature and Purpose of Processing

The parties will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Services-related documentation, and as further instructed by the other in its use of the Services.

Duration of Processing

The parties will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing or as required by applicable laws.

Categories of Data Subjects

Customer may submit Customer Personal Data to Banzai, the extent of which is determined and controlled by Customer in its sole discretion (but in accordance with Data Protection Laws) , and which may include, but is not limited to Customer Personal Data relating to the following categories of data subjects:

- Customer's employees, contractors, subcontractors, agents, and consultants;
- Customer's event sponsors and attendees; and
- Customer's business contacts, customers, and prospects.

Banzai may submit Banzai Personal Data to Customer, which may include, but is not limited to Banzai Personal Data relating to the following categories of data subjects:

- Banzai's employees, contractors, subcontractors, agents, and consultants;
- Customer's prospective event sponsors and attendees; and
- Customer's prospective customers.

Categories of Personal Data

Customer may submit Customer Personal Data to Banzai, the extent of which is determined and controlled by Customer in its sole discretion (but in accordance with Data Protection Laws), and which may include, but is not limited to the following categories of Customer Personal Data:

- Business contact details (name, title/position, employer, department, address, telephone number, fax number, email address, location) of Customer's employees; contractors; subcontractors; agents; consultants; event attendees; event sponsors; and business contacts, customers, and prospects;
- Professional experiences and preferences (business network, business experience, business interests) of Customer's employees; contractors; subcontractors; agents; consultants; event attendees; event sponsors; and business contacts, customers, and prospects; and
- Localization data, connection data, and communication data of Customer's employees; contractors; subcontractors; agents; consultants; event attendees; event sponsors; and business contacts, customers, and prospects.

Banzai may submit Banzai Personal Data to Customer and which may include, but is not limited to the following categories of Personal Data:

- Business contact details (name, title/position, employer, department, address, telephone number, fax number, email address, location) of Banzai's employees; contractors; subcontractors; agents; consultants; and business contacts; and
- Business contact details of Customer's prospective event sponsors and attendees; and prospective customers.

SCHEDULE 2

STANDARD CONTRACTUAL CLAUSES (CONTROLLERS)

For the purposes of these Standard Contractual Clauses for the transfer of personal data from the EEA to third party countries (controller to controller transfers):

A) With respect to transfers of Customer Personal Data, Customer will be the “**data exporter**” and Banzai will be the “**data importer**”;

B) With respect to transfers of Banzai Personal Data, Banzai will be the “**data exporter**” and Customer will be the “**data importer**”;

(each a “**party**” and, together, the “**parties**”).

Definitions

For the purposes of the clauses:

(a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);

(b) “the data exporter” shall mean the controller who transfers the personal data;

(c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;

(d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with the data processing principles set forth in Annex A.

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

(i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

(ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

(iii) Data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

(iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the applicable data importer under clause II(h), which shall apply only if so selected by the applicable data importer under that clause.

V. Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

(i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

(ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the

data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required.

Annex A

Data Processing Principles

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and
 - (ii) the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.or
 - (b) where otherwise provided by the law of the data exporter.

Annex B

Details of the transfer forming part of the controller to controller clauses

Customer Personal Data

Data exporter

The data exporter is Customer.

Data importer

The data importer is Banzai.

Data Subjects

The data subjects identified in the Schedule 1 of this DPA.

Purposes of the transfer(s)

The transfer is made for the following purposes:

- to enable the data exporter to administer and improve its Services; and
- to enable the data importer to expand its internal contact database for use with future customers.

Categories of data

The categories of data identified in the Schedule 1 of this DPA.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

- The data importer; and
- Authorised agents and contractors of the data importer that have been approved in writing by the data exporter prior to disclosing of the personal data.

Sensitive data

None.

Data protection registration information of data exporter

N/A.

Additional useful information

N/A.

Contact points for data protection enquiries

- Data exporter: the contact details set out at the start of the Agreement and DPA.
- Data importer: the contact details set out in the signature block of this DPA.

Banzai Personal Data

Data exporter

The data exporter is Banzai.

Data importer

The data importer is Customer.

Data Subjects

The data subjects identified in Schedule 1 of this DPA.

Purposes of the transfer(s)

The transfer is made to provide information relating to the data exporter's other customers or users to the data importer to enable the data importer to invite attendees to their marketing and other hosted events.

Categories of data

The categories of data identified in Schedule 1 of this DPA.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

- The data importer; and
- Authorised agents and contractors of the data importer that have been approved in writing by the data exporter prior to disclosing of the personal data.

Sensitive data

None.

Data protection registration information of data exporter

N/A.

Additional useful information

N/A.

Contact points for data protection enquiries

- Data exporter: the contact details set out in the signature block of this DPA.
- Data importer: the contact details set out at the start of Agreement and DPA.

SCHEDULE 3

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of this Schedule 3, references to the “data exporter” and “data importer” shall be to the Customer and to Banzai respectively (each a “**party**”; together “**the parties**”).

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 Annex A 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 Annex B 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 Annex B, 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 Annex B 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 Annex B 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 or 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.

ANNEX A

DETAILS OF THE TRANSFER FORMING PART OF THE STANDARD CONTRACTUAL CLAUSES

Data exporter

The data exporter is the Customer.

Data importer

The data importer is Banzai.

Data subjects

The personal data transferred concern the categories of data subjects identified in Schedule 1.

Categories of data

The personal data transferred concern the categories of data identified in Schedule 1.

Processing operations

The personal data transferred will be subject to the following basic processing activities: transmitting, collecting, storing and analyzing data in connection with the provision of the Services set out in the Agreement.

ANNEX B

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

The Data Importer implements the technical and organisational security measures identified below:

- Banzai utilizes Heroku as its primary cloud hosting provider. Banzai's security standards are therefore reflected in the Heroku Security policy, available at <https://www.heroku.com/policy/security>.