

**EXPIWELL, INC.
GENERAL DATA PROTECTION REGULATION
CONTRACT TO APPEND TO EXISTING AGREEMENTS**

The Contract is made between ExpiWell, Inc and the Customer whose signature appears below. It appends the terms of an existing Agreement to satisfy the requirement of the GDPR Article 28, Section 3, that governs the processing of EU Personal Data.

WITNESSETH

“Agreement” means, as between the Parties, either a Master Services Agreement (and referenced appendices, links, and addenda) or the ExpiWell Terms of Service (<https://app.expiwell.com/tos>), whichever is applicable.

“Contract” means this Contract that will append existing Agreements for purposes of complying with the GDPR Article 28, Section 3.

“Customer” means you, a current ExpiWell customer pursuant to the terms of the Agreement, as the Data Controller.

“ExpiWell” means ExpiWell, Inc, as the Data Processor.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (commonly known as the General Data Protection Regulation) and enforced as of May 25, 2018.

“Party” mean either the Customer or ExpiWell.

“Parties” means collectively the Customer and ExpiWell.

Capitalized terms not defined herein or in the Agreement mean those specific definitions in the GDPR, Article 4.

APPLICABILITY OF THIS CONTRACT

In reviewing the current Agreement between the Parties, each Party believes that the current Agreement materially satisfies the majority of GDPR requirements. In addition, the GDPR falls within the scope of the applicable laws as references in the Agreement. However, to ensure compliance with GDPR, the following terms herein are appended to the Agreement.

Use of this Contract is voluntary and is meant to enable the Customer to comply with the Article 28, Section 3 obligation. If the Customer chooses to sign this Contract, it becomes a legally binding instrument.

EXPIWELL OBLIGATIONS

As between the Parties, and pertaining to ExpiWell as the Data Processor and the Customer as the Data Controller, ExpiWell shall:

- a. Comply with applicable Articles in the GDPR;
- b. Only process Personal Data per the Agreement or other Customer written instructions (unless required by law to act without such instructions);
- c. Ensure the ExpiWell employees who may be in contact with Personal Data are properly vetted and have binding confidentiality obligations that ensure that all Customer's Personal Data remains confidential;
- d. Only transfer Personal Data to a Third Party with the prior consent of the Customer;
- e. To the extent any processing or sub-processing of Personal Data takes place in any country outside the EEA, ensure that the country provides an adequate level of protection as described in Article 45, and transferred with an appropriate mechanism;
- f. Require that sub-processor(s) adhere to at least the same security standards as ExpiWell does in relation to processing Personal Data, and be responsible for the sub-processor(s);
- g. Make available a list of sub-processor(s) it uses to process Personal Data at its online privacy statement (<https://app.ExpiWell.com/privacy>);
- h. Send a notification to the Customer at least thirty (30) days in advance of any changes to sub-processors, and if the Customer has a reasonable objection to any new or replacement sub-processor, it shall notify ExpiWell in writing, and the Parties will seek to resolve the matter in good faith;
- i. Provide reasonable assistance to Customer in responding to a Subject Access Request provided that Customer is unable to access their ExpiWell account;
- j. Taking into account the state of the technology, the costs of implementation, the nature, scope, context, and purpose of the Processing, and risk of likelihood and severity implicated with respect to the data subject, implement appropriate technical and organization measures to ensure a level of security appropriate to the risk, which may include: encrypting Personal Data; maintaining the ongoing confidentiality, integrity, availability, and resilience of processing systems and services; having the ability to

restore access to personal data in a timely manner in the event of a physical or technical incident; regularly test, assess, and evaluate the effectiveness of technical and organizational measures of ensuring the security of the processing;

- k. Enable the Customer to download and/or delete all Personal Data in its account at any time, and thirty (30) days post termination of the Agreement;
- l. Within ten (10) business days from Customer's written request, make available relevant information regarding its data processing activities in the form of a security paper trail.
- m. Notify the Customer's Brand Administrator within 48 hours of an actual data breach caused by ExpiWell' actions or inactions and involving Customer's Personal Data.

DETAILS OF THE PERSONAL DATA AND PROCESSING ACTIVITIES

- 1. As ExpiWell provides flexible and self-service products, specific details and subject matter of what Personal Data will be collected by the Customer are solely determined by the Customer and may vary at any time. In addition to the terms set forth herein, the instructions given by the Customer to ExpiWell are those commands entered by Customers' users in the Services.
- 2. The duration of the processing will be until the earlier of (i) expiry or termination of the Agreement, or an order specifying the ExpiWell Services; or (ii) the date upon which processing is no longer necessary for the purposes of either Party in the performance of its obligations under the Agreement and when the Data Controller delete all its Personal Data as required in the Contract.
- 3. The nature and purpose of the Processing is to provide general research software services.

SECURITY CONTROLS

The Processor shall implement and maintain security controls and measures necessary to protect Personal Data from unauthorized access, loss, destruction, or disclosure consistent with industry standard security measures (including with response to personnel, facilities, hardware, and software, storage, and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of Personal Data while in transit and at rest, and any other organizational and technical measures necessary to protect against unauthorized or accidental access, loss, alteration, disclosure, or destruction of data).

CUSTOMER OBLIGATIONS AND ACKNOWLEDGEMENT

- 1. The Customer shall comply with applicable Articles in the GDPR.

2. The Customer acknowledges that during its performance of providing the Services, ExpiWell does not require or intend to access Customer data in any specific way including, but not limited to, Personal Data or any information of the Customer's clients that constitutes Personal Data. Any exposure to Personal Data will be random, infrequent, and incidental to the provision of the Services and is not meant for the specific purpose of accessing, managing, creating, or manipulating Personal Data.
3. The Customer acknowledges that: a) it is solely responsible for what data are collected, for what purpose, from whom, and when to delete; b) no data are classified; c) all data are processed equally without regard to its meaning or intent; and d) it is solely responsible for users who access Services, and to ensure the user accounts have strong passwords.
4. The Customer will delete all Personal Data in its ExpiWell account(s) within thirty (30) days following the later of the termination of: (a) the Agreement; (b) Service Orders; or (c) any other agreement that eliminates Customer's use of the Services.
5. The Customer will notify ExpiWell if it intends to notify a supervisory authority regarding its use of the Services or if it intends to mention ExpiWell by name, provided such notification is allowed by the GDPR.

CONTRACT TERMS

Notwithstanding anything in the Agreement, this Contract amends the existing Agreement and the terms included herein are incorporated into the Agreement.

This Contract is with prejudice to the rights and obligations of the parties under the Agreement, which shall continue to have full force and effect. In the event of any conflict between the terms of this Contract and the terms of the Agreement, the terms of this Contract shall prevail so far as the subject matter concerns the processing of Personal Data.

This Contract may not be amended except in writing signed by authorized representatives of both Parties. The Contract will be executed by the Parties electronically and in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

This Contract shall become effective on the date it has been executed by both parties.

EXECUTED by and on behalf of:

EXPIWELL, INC.

Signature: _____

Name: _____

Title: _____

Date:

EXECUTED by and on behalf of:

CUSTOMER

Organization Name: _____

Signature: _____

Name: _____

Title: _____

Date:

Email: _____