DATA PROCESSING ADDENDUM

(Revision July 2026)

This Data Processing Addendum, including its Exhibits, ("DPA") forms part of the Software License and Services Agreement or other written or electronic agreement between GTB Technologies, Inc. (hereinafter defined as "GTB") and Customer for the purchase of online services from GTB (identified either as "Hosting Services" or otherwise in the applicable agreement, and hereinafter defined as "Services") (the "Agreement") to reflect the Parties' agreement with regard to the Processing of Personal Data. This DPA will take effect on the date of the last signature in the signature box.

In the course of providing the Services to Customer pursuant to the Agreement, GTB may process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. **HOW TO EXECUTE THIS DPA:**

2. This DPA consists of two parts: the main body of the DPA, and the Exhibits

3. This DPA has been pre-signed on behalf of GTB. Please note that the contracting entity under the Agreement may be a different entity to GTB Technologies, Inc.

4. To complete this DPA, Customer must:

   a. Complete the information in the signature box and sign.

   b. Send the signed DPA to GTB by email, read receipt required, to dataprocessingaddendum@gttb.com indicating, if applicable, the Customer's Account Number, or GTB Order Form ID, or GTB Invoice number (as set out on the applicable GTB Order Form or invoice).

Except as otherwise expressly provided in the Agreement, this DPA will become legally binding upon receipt by GTB of the validly completed DPA at this email address.

For the avoidance of doubt, signature of the DPA in the signature box shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Exhibit A.

5. **HOW THIS DPA APPLIES**

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the GTB entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with GTB or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Form(s), and the GTB entity that is party to such Order Form is party to this DPA. For the purposes of this DPA, any reference to Order Form herein shall include "Ordering Document" (as defined in the Agreement).

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

If the Customer entity signing the DPA is not a party to an Order Form nor an Agreement directly with GTB, but is instead a customer indirectly via an authorized reseller of GTB services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required.

Notwithstanding this DPA, the terms of the Agreement shall remain in full force and effect.

1. Definitions. For purposes of this DPA, the following terms will have the meanings set forth below. Capitalized terms used but not otherwise defined in this DPA will have the meaning given to them in the Agreement.

1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "**Applicable Data Protection Laws**" means any laws and regulations related to privacy, security, and/or the Processing of Customer Personal Data applicable to each respective party, each as amended, replaced or superseded from time to time.

1.3. "**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

1.4. "**Customer**" means the person or entity that has entered into the Agreement, including any Affiliates authorized to use the Services consistent with the Agreement.

1.5. "**Customer Personal Data**" means any Personal Data Processed by GTB or a Sub-processor on behalf of Customer in the provision of the Services under the Agreement.

1.6. "**Data Subject**" means the identified or identifiable person to whom Personal Data relates.

1.7. "**Personal Data**" means (a) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household; and (b) any information defined as "personal data", "personal information," or other similar terms under Applicable Data Protection Laws.

1.8. "**Processing**" means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction. The terms "Process", "Processes" and "Processed" will be construed accordingly.

1.9. "**Processor**" means any person or entity which Processes Customer Personal Data, including as applicable any "service provider" or "contractor" as those terms are defined by Applicable Data Protection Laws.

1.10. "**Regulator**" means any independent public authority, government agency, and any similar regulatory authority responsible for the enforcement of Applicable Data Protection Laws.

1.11. "**Restricted Transfer**" means any export of Customer Personal Data from its country of origin to a third country in the course of GTB's provision of the Services set forth in the Agreement that is prohibited under Applicable Data Protection Laws, unless (a) the destination has been recognized as providing an adequate level of data protection by competent Regulators, or otherwise in a legally binding way, or (b) the parties adhere to an adequacy mechanism recognized by competent Regulators ensuring an adequate level of data protection.

1.12. "**Security Incident**" means of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data, transmitted, stored or otherwise Processed by GTB or its Sub-processors of which GTB becomes aware a breach of GTB's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.

1.13. "**Services**" means collectively, any software products and related services or professional services GTB is providing to Customer under the Agreement.

1.14. "**Sub-processor**" means any Processor engaged by GTB who may Process Customer Personal Data in the course of GTB's provision of the Services.

2. Scope

2.1. This DPA will apply if and to the extent (a) this DPA is required under Applicable Data Protection Laws, and (b) GTB Processes Customer Personal Data governed by Applicable Data Protection Laws.

2.2. For clarity, this DPA only applies to the Processing of data in environments controlled by GTB and GTB's Sub-processors. This includes data sent to GTB by the Services but does not include data that remains on Customer's premises or in any Customer selected third party operating environments.

2.3. COTS Deployment Clarification. For clarity, this DPA applies only to the extent GTB processes Customer Personal Data on behalf of Customer. In the case of Software deployed under a Commercial Off-The-Shelf (COTS) license in an on-premises or customer-managed environment, GTB does not collect, store, or process Customer Personal Data in the ordinary course of operations. The terms of this DPA shall apply to such COTS deployments only to the extent Customer provides Personal Data to GTB (e.g., during support interactions or diagnostic submissions), in which case GTB's role and obligations as a Processor shall be limited to that discrete Processing activity.

3. Processing of Customer Personal Data

3.1. The subject-matter and details of GTB's Processing of Customer Personal Data (including the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects) are set forth in Exhibit A attached to this DPA.

3.2. GTB acknowledges and agrees that, with regard to the Processing of Customer Personal Data, GTB is acting as a Processor. To the extent required by Applicable Data Protection Laws, GTB further acknowledges that GTB (a) understands the obligations and restrictions imposed on it by Applicable Data Protection Laws in its role as a Processor; (b) will comply with all such obligations, including providing the same level of privacy protection as required by Applicable Data Protection Laws; and (c) will notify Customer if GTB determines it can no longer meet its obligations under Applicable Data Protection Laws. To the extent required by Applicable Data Protection Laws, Customer has the right to take reasonable and appropriate steps to help ensure that GTB uses Customer Personal Data in a manner consistent with Customer's obligations under Applicable Data Protection Laws, including without limitation, the right upon notice to stop and remediate any unauthorized use of Customer Personal Data.

3.3. GTB will Process Customer Personal Data only (a) to provide Customer the Services and to fulfill its obligations under the Agreement in accordance with Customer's documented instructions; and (b) for business operations incident to providing the Services to Customer. Customer agrees that the terms of the Agreement (including this DPA), along with the product documentation and Customer's use and configuration of features in the Services, are Customer's complete documented instructions to GTB for the Processing of Customer Personal Data. The restrictions set forth in this DPA shall not restrict GTB's ability to Process Customer Personal Data where required to do so by applicable laws to which GTB is subject, in which case GTB, to the extent required by Applicable Data Protection Laws, will inform Customer of the legal requirement before Processing, unless prohibited by law. If required by Applicable Data Protection Laws, GTB will inform Customer if, in GTB's opinion, a Processing instruction violates Applicable Data Protection Laws.

3.4. GTB will not:

3.4.1. retain, use, or disclose Customer Personal Data for any purpose other than to perform its obligations under the Agreement, which for the avoidance of doubt prohibits GTB from retaining, using, or disclosing Customer Personal Data outside of the direct business relationship with Customer or for any other purpose;

3.4.2. "sell" or "share" (as those terms are defined by Applicable Data Protection Laws) Customer Personal Data; or

3.4.3. combine Customer Personal Data with Personal Data GTB receives from or on behalf of another person or entity or collects from its own interactions with a Data Subject except to perform a business purpose as defined in regulations adopted pursuant to Cal. Civ. Code 1798.185(a)(10).

3.5. Customer will:

3.5.1. be responsible for complying with Applicable Data Protection Laws when making decisions and issuing instructions for the Processing of Customer Personal Data, including securing all permissions, consents or authorizations that may be required; and

3.5.2. defend and indemnify GTB, its Affiliates, and Sub-processors for any claim brought against them arising from an allegation of Customer's breach of this section, whether by a Data Subject or a Regulator.

3.5.3. agree not to transmit or provide access to any Customer Personal Data beyond what is necessary for GTB to perform the Services or respond to specific support requests.

3.5.4. agree GTB has no obligation or liability for any Customer Personal Data provided outside the scope of Customer's documented instructions or configuration of the Services.

4. GTB Personnel

4.1. GTB will take reasonable steps to limit access to Customer Personal Data to those individuals who (a) have a need to know or otherwise access Customer Personal Data to enable GTB to perform its obligations under the Agreement and this DPA, or as required by applicable law; and (b) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, GTB shall in relation to the Processing of Customer Personal Data maintain appropriate technical and organizational measures as specified in Exhibit B.

5.2. In assessing the appropriate level of security, GTB shall take into account the nature of the data and the Processing activities in assessing the risks posed by a potential Security Incident.

5.3. Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for the Services meet Customer's requirements, including any of its security obligations under Applicable Data Protection Laws. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by GTB provide a level of security appropriate to the risk with respect to its Personal Data. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices within a customer's virtual machine).

6. Security Incident Notification

6.1. GTB will notify Customer without undue delay, upon GTB becoming aware of any Security Incident. To the extent known, GTB will provide Customer with sufficient information about the Security

Incident to allow Customer to meet its reporting obligations under Applicable Data Protection Laws. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

6.2. Notification(s) of Security Incidents will be delivered to Customer by any means GTB selects, including via email. It is Customer's sole responsibility to ensure Customer maintains accurate contact information with GTB. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

6.3. GTB's notification of or response to a Security Incident under this section is not an acknowledgement by GTB of any fault or liability with respect to the Security Incident.

6.4. Customer must notify GTB promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the Services.

7. Sub-processors

7.1. Customer authorizes GTB to appoint (and permit each Sub-processor appointed in accordance with this section to appoint) Sub-processors in accordance with this section 7.

7.2. Internal transfers of Customer Personal Data between GTB and its Affiliates under common ownership and control solely for the purpose of providing the Services shall not constitute the appointment of a new third-party Sub-processor requiring notice under Section 7.4, provided such Affiliates are bound by obligations that provide substantially the same level of protection as this DPA and GTB remains fully responsible for their acts and omissions.

7.3. GTB may continue to use those Sub-processors already engaged as of the Effective Date of this DPA specified in Exhibit C, subject to GTB in each case meeting the obligations set out in section 7.4.

7.4. GTB shall provide notice (for which email will suffice) of a proposed new Sub-processor to the Customer. Notice of a proposed new Sub-processor will be sent to Customer at least thirty (30) days prior to GTB's use of the new Sub-processor to Process Customer Personal Data. During the notice period, Customer may object to the engagement of new Sub-processors in writing on reasonable grounds relating to the protection of Personal Data, and GTB will use reasonable efforts to resolve Customer's objection, including commercially reasonable options to provide the Services without use of the proposed Sub-processor. Where such an alternative cannot be made available by GTB to Customer within ninety (90) days of Customer providing notice of its objection, and notwithstanding anything in the Agreement, then Customer may terminate the Agreement to the extent that it relates to the Services which require the use of the proposed Sub-processor. With respect to each Sub-processor, GTB will:

7.4.1. Work with the Sub-processor so that the arrangement between GTB and the Sub-processor is governed by a contract which offers substantially the same level of protection for Customer Personal Data as required by this DPA and Applicable Data Protection Laws; and

7.4.2. To the extent required by Applicable Data Protection Laws, remain liable to Customer for any failure by any Sub-processor to fulfil its obligations in relation to the Processing of any Customer Personal Data under this DPA.

8. Data Subject Rights

8.1. Taking into account the nature of the Processing of Customer Personal Data, GTB will:

8.1.1. Notify Customer without undue delay if GTB receives a request from a Data Subject under any Applicable Data Protection Laws in respect to Customer Personal Data;

8.1.2. Not respond to a Data Subject request itself unless required by Applicable Data Protection Laws; and

8.1.3. Reasonably assist Customer through appropriate technical and organizational measures to fulfil Customer's obligation to respond to Data Subject requests arising under Applicable Data Protection Laws, where Customer is unable to respond to Data Subject requests through the information available by the Services.

9. Deletion of Customer Personal Data

9.1. Processing of Customer Personal Data by GTB will only take place for the duration specified in Exhibit A.

9.2. At the end of the duration specified in Exhibit A or upon termination of the Services and pursuant to the Agreement, Customer Personal Data will be deleted within ninety (90) days of being deprovisioned, unless the retention of Customer Personal Data is required under Applicable Data Protection Laws and if instructed by Customer. Upon Customer's written request, GTB shall provide a written certification of deletion of Customer Personal Data to Customer.

9.2.1. Retention Scope Clarification. For GTB-managed Hosting Services (SaaS deployments), Customer Personal Data, including logs, may be deleted at any time after the expiration of the applicable subscription term and will be permanently deleted no later than thirty-seven (37) days thereafter. GTB may also delete such data if the account is more than forty (40) days delinquent. For Software deployed under a Commercial Off-The-Shelf (COTS) license in customer-managed environments, GTB does not collect, access, or retain Customer logs or data. All such retention and disposal is the sole responsibility of the Customer.

9.3. Notwithstanding Section 9.2 above, GTB may retain Customer Personal Data if required by applicable law, but only to the extent and for such period as required by such legal requirement. If required by law to retain Customer Personal Data, GTB will continue to maintain the security and confidentiality of such Customer Personal Data and only Process such Customer Personal Data as necessary for the purpose specified in the applicable law requiring such storage.

10. Obligations to Assist Customer

10.1. Taking into account the nature of the Processing and information available to Customer, in each case solely in relation to GTB's Processing of Customer Personal Data, GTB will provide such assistance as Customer reasonably requires in ensuring compliance with Customer's obligations under Applicable Data Protection Laws, including but not limited to any data protection impact assessments and any prior consultations with any Regulator where required.

11. Audits

11.1. GTB will make available to Customer on request reasonable information necessary to demonstrate GTB's compliance with this DPA, as well as any Applicable Data Protection Laws.

11.2. To the extent required by Applicable Data Protection Laws, GTB will allow for and contribute to audits by Customer, or an independent auditor engaged by Customer, that is not a competitor of GTB, in relation to GTB's Processing of Customer Personal Data; provided that:

11.2.1. Customer notifies GTB in writing with reasonable notice (not less than 30 business days) that such audit is required by Customer;

11.2.2. The parties mutually agree to the scope of any such audit;

11.2.3. Customer ensures that all information received or generated by the Customer or its auditor(s) in connection with such audits is kept strictly confidential (except for disclosure to Regulator or as otherwise required under the Data Protection Laws) and provides GTB a copy of all reports to allow GTB to confirm the accuracy of the information;

11.2.4. Customer ensures that the audit takes place during normal business hours and causes as little disruption as possible to the business operations of GTB and the business operations of the Sub-processors;

11.2.5. no more than one such audit shall be conducted in any 12-month period, unless required by a Regulator; and

11.2.6. Customer bears the cost and expense of any audit.

12. Transfers of Customer Personal Data

12.1. Customer Personal Data that GTB Processes on Customer's behalf may not be transferred to or stored and Processed in a geographic location outside its country of origin except in accordance with this DPA and the safeguards provided below in this section. Taking into account such safeguards, Customer authorizes GTB to transfer Customer Personal Data to the United States or any other country in which GTB or its Affiliates and Sub-processors operate and to store and Process Customer Personal Data to provide the Services.

12.2. If the Processing (including storage) of Customer Personal Data involves a Restricted Transfer of Customer Personal Data originating from the European Economic Area ("**EEA**"), the parties agree that such transfer(s) will be carried out in accordance with and subject to the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ("**Standard Contractual Clauses**") as set out in Exhibit D attached to this DPA. To the extent there is any conflict between this DPA and the Standard Contractual Clauses, the terms of the Standard Contractual Clauses will prevail.

12.3. If the Processing (including storage) of Customer Personal Data involves a Restricted Transfer of Customer Personal Data originating from the United Kingdom ("**UK**"), the parties agree that such transfer(s) will be carried out in accordance with and subject to the International Data Transfer Agreement A1.0 issued by the UK Information Commissioners Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 ("**IDTA**") as set out in Exhibit E attached to this DPA. To the extent there is any conflict between this DPA and the IDTA, the terms of the IDTA will prevail.

12.4. Insofar as the Agreement involves a Restricted Transfer from any other jurisdiction, GTB agrees to cooperate with Customer to take reasonable and appropriate steps to comply with Applicable Data Protection Laws.

13. General Terms

13.1. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA will remain valid and in force. The invalid or unenforceable provision will be either: (a) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible or, if this is not possible; (b) construed in a manner as if the invalid or unenforceable part had never been contained therein.

13.2. GTB reserves the right, at its sole discretion and without notice, to change, modify, add or remove portions of this DPA at any time, with the most current version found at its' website. Email dataprocessingaddendum@gttb.com indicating for the most recent version.

13.3. Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement and the applicable cap (maximum) for the relevant party set forth in the Agreement. Any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and this DPA together.

13.4. In the event of any conflict between the terms of the Agreement and this DPA related to the processing of Customer Personal Data, the terms of this DPA will prevail.

13.5. This DPA will be governed by and construed in accordance with the laws stipulated in the Agreement, unless required otherwise by Applicable Data Protection Laws.

13.6. Regulatory Compliance Responsibility. Customer is solely responsible for ensuring its use of the Services complies with all Applicable Data Protection Laws. GTB does not guarantee compliance outcomes, nor shall it be liable for any failure by Customer to configure or operate the Services in a manner consistent with legal or regulatory requirements.

14. Legal Effect

This DPA shall only become legally binding between Customer and GTB (and GTB Technologies, Inc., if different) when the formalities steps set out in the section "HOW TO EXECUTE THIS DPA" above have been fully completed.

List of Exhibits:

Exhibit A: Description of Processing and Transfer of Customer Personal Data

Exhibit B: Description of Technical and Organizational Security Measures

Exhibit C: List of Sub-processors

Exhibit D: Standard Contractual Clauses

Exhibit E: IDTA

-- Signature Box to follow ---

The parties' authorized signatories have duly executed this DPA:

PARTIES	
"GTB"	"Customer", "You" and/ or "CUSTOMER"
Signature: Wendy Cohen Print Name: Wendy Cohen Title: Director Date: July 4, 2026	Signature: _____ Customer Legal Name: _____ Print Name: _____ Title: _____ Date: _____

EXHIBIT A

DESCRIPTION OF PROCESSING AND TRANSFER OF CUSTOMER PERSONAL DATA

Subject Matter of the Processing/transfer of Customer Personal Data (where applicable)

The subject-matter of the Processing and (where applicable) the transfer of the Customer Personal Data is the performance of the Services pursuant to the Agreement.

Duration of Processing

Subject to Section 9 of the DPA, GTB will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Purpose of the Processing/transfer of Customer Personal Data (where applicable)

The purpose of the Processing shall be to provide the Services in accordance with the Agreement (including this DPA) and Customer's documented instruction and for business operations incident to providing the Services to Customer.

Nature of Processing /transfer of Customer Personal Data (where applicable)

The nature of the Processing will be those activities performed in the provision of the Services. Providing the Services consist of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users;
- Providing technical support;
- Troubleshooting (preventing, detecting, investigating, mitigating, and repairing problems, including Security Incidents and problems identified in the Services); and
- Enhancing delivery, efficacy, quality, and security of the Services, including fixing software defects and otherwise keeping the Services up to date and performant.

Categories of Personal Data Processed/transferred (where applicable) including sensitive Personal Data

The Customer, rather than GTB, determines which categories of Personal Data exist and will be disclosed to and Processed by GTB in the provisioning of the Services.

Categories of Data Subjects whose Personal Data is Processed

The Customer, rather than GTB, determines which Data Subjects' Personal Data is Processed by GTB through the Services. The Data Subjects could include Customer's customers, employees, suppliers and end users.

Frequency of the Transfer of Customer Personal Data (where applicable)

Taking into account GTB 's Customer Personal Data Processing including the manner of receipt, collection, storage, and use of Customer Personal Data, the frequency of the transfer of Customer Personal Data depends on the nature and scope of the Services agreed to under the Agreement, the Customer's documented instructions and GTB 's need to transfer Personal Data for the performance of the Services. Consequently, transfers may happen on either a continuous or one-off basis, until the termination of the Agreement.

Period for which the Personal Data will be Retained, or Criteria Used to Determine that Period

As set out in the Agreement, this DPA and Customer's documented instructions.

Subject Matter, Nature and Duration of the Processing with respect to Transfers to Sub-processors

The list of GTB's Sub-processors is set forth in Exhibit C of this DPA.

The duration of the Processing of Customer Personal Data with respect to transfers to Sub-processors is consistent with the Agreement and this DPA.

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EXHIBIT B

DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

GTB has implemented and will maintain for Customer Personal Data in the Services the following security measures:

Security Control	Description
Governance	**Security Ownership**. GTB has appointed one or more security officers responsible for coordinating and monitoring the technical and security operations **Roles and Responsibilities**. GTB personnel with access to Customer Personal Data are subject to confidentiality obligations. **Risk Assessments**. To improve and develop a risk-aware culture, Management conducts a risk assessment at least annually to evaluate the security, availability, and confidentiality of the System, and information and resources critical to the Company.
Information Security Policies	**Policies and Procedures**. GTB has established and maintains a control framework for security, availability, and confidentiality principles, including documented policies, standards and relevant procedures. **Security**. GTB has implemented a program for creating, administering and overseeing policies, standards, processes as well as technical solutions designed to support the prevention, detection, containment and correction of security issues, threats and vulnerabilities. **Availability.** GTB has a disaster recovery plan that is tested annually. **Confidentiality.** GTB addresses confidentiality through contractual agreements with employees, third-party vendors and other external users. In addition, the Company policies address the business need to access systems that contain customer data, the business need for having the access, the type of access granted, and the required request and authorization processes for users to be granted the access.
Human Resources Security	**Security Training**. GTB informs its personnel about relevant security procedures and their respective roles. GTB periodically train personnel on information security controls and policies that are relevant to their business responsibilities and based on their roles within the organization.
Access Control	**Logical and Physical Security**. GTB has implemented and monitors logical security controls designed to restrict access to customer content and information to appropriate users. **Access Provisioning**. GTB maintains controls designed to limit access to production systems supporting the System to authorized personnel based on job function and business need. GTB employs least privilege access mechanisms to control access to Customer Personal Data. Role-based access controls are employed to limit access to Customer Personal Data required for service operations to that which is for an appropriate purpose and approved with management oversight. **Access Disablement/Removal**. GTB maintains policies requiring termination of physical and electronic access to corporate network, production systems and customer support services after termination of an employee. **User Access Review**. GTB reviews personnel access rights on a regular basis.

Network and Systems Architecture	**Perimeter Controls**. GTB makes use of perimeter control capabilities such as firewall, security groups and other technologies that are part of the hosting / cloud provider infrastructure on which the System runs. **Encryption**. Customer content is encrypted in transit when uploaded to or downloaded from GTB systems.
Information Security Incident Management	**Incident Management**. GTB has processes in place to support: prompt communication of security incidents and remediation; implementation of a reporting and response mechanism to address incidents; notification of breaches to executive team and customers when appropriate; prevention of service loss; and compliance with legal and regulatory requirements. **Roles and Responsibilities**. GTB has established a security incident response process that defines the roles and responsibilities for the detection and management of security incidents.
Business Continuity Management	**Disaster Recovery Plan**. GTB has established a Disaster Recovery Plan that includes processes, procedures, and contact information to be used in the event of an incident or disaster. **Testing and Maintenance**. To confirm the recovery plans are meeting intended objectives, a test exercise is conducted periodically to support disaster recovery readiness.
Auditing Compliance	**Audits**. GTB conducts audits of the security of the computers, computing environment, and physical data centers that it uses internally in processing Customer Personal Data as follows: • For Sub-processors (e.g., AWS, Azure) GTB will review their latest SOC 3 report on an annual basis.

EXHIBIT C

LIST OF SUB-PROCESSORS

The following sets out the list of Sub-processors that Customer has specifically authorized as of the Effective Date of this DPA.

Entity Name	**Description of Service/Processing Activity**
Amazon Web Services, Inc.	Cloud hosting provider.
Microsoft Corporation (Microsoft Azure)	Cloud hosting provider.
Google LLC (Google Cloud Platform)	Cloud hosting provider.

Exhibit D

STANDARD CONTRACTUAL CLAUSES

The parties hereby agree that the EU SCCs (a copy of which can be found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en) will apply as follows:

1. The parties acknowledge and agree:

    1.1 GTB will be a Data Importer acting as Processor of Customer Personal Data (or Sub-processor, as the context below requires) to a Restricted Transfer.

    1.2 Where Customer will be a Data Exporter acting as a Processor, Module 2 (Controller to Processor) will apply to a Restricted Transfer.

    1.3 Where Customer will be a Data Exporter acting as a Processor, Module 3 (Processor to Processor) will apply to a Restricted Transfer.

2. Clause 7 (Docking Clause). The parties have chosen not to include Clause 7.

3. Clause 9(Use of sub-processors). The parties agree to and choose Option 2 (General written authorization) and specify the time period set forth in Section 7 of this DPA

4. Clause 11(a)(Redress). The parties agree that the optional provision shall not apply.

5. Clause 17 (Governing Law). The parties agree to and choose Option 2; where such law does not allow for third-party beneficiary rights, the Parties agree that this shall be the law of Ireland.

6. Clause 18(b) (Choice of forum and jurisdiction). The parties agree that those shall be the courts of Ireland.

ANNEX I TO THE STANDARD CONTRACTUAL CLAUSES

A. LIST OF PARTIES

Data exporter(s):

Name:	The Customer, as defined in the Agreement
Address:	The Customer's address as specified in the Agreement
Contact person's name, position and contact details:	Refer to Signatories of the Agreement
Activities relevant to the data transferred under these Clauses:	Processing of Personal Data in connection with Customer's use of the Services under the Agreement
Signature and date:	Refer to Signatories of the Agreement, if applicable
Role (controller/processor):	Controller and/or, to the extent applicable, Processor

Data importer(s):

Name:	**GTB Technologies, Inc.**
Address:	**2054 Vista Parkway, Suite 400, West Palm Beach, FL 33411**
Contact person's name, position and contact details:	As specified in the Agreement
Activities relevant to the data transferred under these Clauses:	Provision of Services to Customer.
Signature and date:	Refer to Signatories of the Agreement, if applicable
Role (controller/processor):	Processor

B. DESCRIPTION OF TRANSFER

A description of the transfer is set forth in Exhibit A of this DPA.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority shall be the supervisory authority responsible for ensuring compliance by the Customer of Applicable Data Protection Laws.

ANNEX II TO THE STANDARD CONTRACTUAL CLAUSES –

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENHANCE DATA SECURITY

A description of the technical and organizational measures implemented by the data importer is set forth in Exhibit B of this DPA.

EXHIBIT E

International Data Transfer Agreement

Part 1: Tables

Table 1: Parties, and if applicable, signatures

Start date	The Effective Date of the Agreement	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Customer	GTB Technologies Inc.
Key Contact	Refer to Signatories of the Agreement	Refer to Signatories of the Agreement
Importer Data Subject Contact	Refer to Signatories of the Agreement	Refer to Signatories of the Agreement
Signatures confirming each Party agrees to be bound by this IDTA	Refer to Signatories of the Agreement	Refer to Signatories of the Agreement

Table 2: Transfer Details

UK country's law that governs the IDTA:	☒ England and Wales ☐ Northern Ireland ☐ Scotland
Primary place for legal claims to be made by the Parties	☒ England and Wales ☐ Northern Ireland ☐ Scotland
The status of the Exporter	In relation to the Processing of the Transferred Data: ☒ Exporter is a Controller ☐ Exporter is a Processor or Sub-Processor
The status of the Importer	In relation to the Processing of the Transferred Data:

	☐ Importer is a Controller ☒ Importer is the Exporter's Processor or Sub-Processor ☐ Importer is **not** the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)
Whether UK GDPR applies to the Importer	☐ UK GDPR applies to the Importer's Processing of the Transferred Data ☒ UK GDPR does not apply to the Importer's Processing of the Transferred Data
Linked Agreement	**If the Importer is the Exporter's Processor or Sub-Processor** – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data: Name of agreement: Data Protection Agreement (the "DPA") Date of agreement: The Effective Date of the Agreement Parties to the agreement: Refer to Signatories of the Agreement Reference (if any): None.
Term	The Importer may Process the Transferred Data for the following time period: ☒ the period for which the Linked Agreement is in force ☐ time period: ☐ (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	☐ the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing. ☒ the Parties can end the IDTA before the end of the Term by serving: 1 months' written notice, as set out in Section **Error! Reference source not found.** (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section **Error! Reference source not found.**: ☒ Importer ☐ Exporter ☐ neither Party

Can the Importer make further transfers of the Transferred Data?	☒ The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section **Error! Reference source not found.** (Transferring on the Transferred Data). ☐ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section **Error! Reference source not found.** (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	The Importer MAY ONLY forward the Transferred Data in accordance with Section **Error! Reference source not found.**: ☐ if the Exporter tells it in writing that it may do so. ☐ to: ☐ to the authorised receivers (or the categories of authorised receivers) set out in: ☒ there are no specific restrictions.
Review Dates	First review date: Effective Date of the Agreement The Parties must review the Security Requirements at least once: ☐ each month(s) ☐ each quarter ☐ each 6 months ☐ each year ☐ each year(s) ☒ each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment, to the extent that Importer is made aware of such changes; Importer will conduct a review at the time of contract renewal

Table 3: Transferred Data

Transferred Data	The personal data to be sent to the Importer under this IDTA consists of that data outlined in Attachment 1 of the DPA. The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.
Special Categories of Personal Data and criminal convictions and offences	The Transferred Data includes data relating to that data outlined in Attachment 1 of the DPA. The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.
Relevant Data Subjects	The Data Subjects of the Transferred Data are those data subjects outlined in

	Attachment 1 of the DPA. The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.
Purpose	The Importer may Process the Transferred Data for the purposes set out in the DPA. The purposes will update automatically if the information is updated in the Linked Agreement referred to.

Table 4: Security Requirements

Security of Transmission	As set out in Exhibit B of the DPA.
Security of Storage	As set out in Exhibit B of the DPA.
Security of Processing	As set out in Exhibit B of the DPA.
Organisational security measures	As set out in Exhibit B of the DPA.
Technical security minimum requirements	As set out in Exhibit B of the DPA.
Updates to the Security Requirements	The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.

Part 2: Extra Protection Clauses

N/A

Part 3: Commercial Clauses

N/A

Part 4: Mandatory Clauses

Mandatory Clauses	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section **Error! Reference source not found.** of those Mandatory Clauses.