

## **DATA PROTECTION ADDENDUM**

This **DATA PROTECTION ADDENDUM** ("**Addendum**") is hereby incorporated into and made a part of the agreement for products and/or services ("**Agreement**") by and between \_\_\_\_\_ ("**Subscriber**") and the applicable Pivotchain contracting party under the Agreement ("**Pivotchain**"). Subscriber and Pivotchain are each a "**Party**" and collectively the "**Parties**". Capitalized terms used but not otherwise defined in this Data Protection Addendum shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms of this Data Protection Addendum and the terms of the Agreement, the terms of this Data Protection Addendum shall control with respect to such conflict. The Agreement includes any exhibits, schedules, appendices, statements of work, or other attachments made part of or incorporated into the Agreement, including this Addendum.

### **1. DEFINITIONS**

1.1. "**Applicable Law**" means Regulation (EU) 2016/679 and applicable legal requirements under any national law of an EU member state adopted pursuant to Regulation (EU) 2016/679 the Switzerland Federal Act on Data Protection of June 19, 1992 and the United Kingdom Data Protection Act of 2018, each as amended, replaced, or superseded from time to time.

1.2. "**Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed by Pivotchain pursuant to the Agreement.

1.3. "**Data Controller**" means the entity which alone or jointly with others determines the purposes and means of the processing of Personal Data. The Parties agree that Subscriber shall act as the Data Controller for Personal Data Processed pursuant to the Agreement.

1.4. "**Data Processor**" means the entity which processes Personal Data on behalf of the Data Controller. The Parties agree that Pivotchain shall act as the Data Processor for Personal Data Processed pursuant to the Agreement.

1.5. "**EEA**" means the European Union (including the member states thereof), the United Kingdom, Iceland, Norway, Liechtenstein, and Switzerland.

1.6. "**Personal Data**" means any information relating to an identified or identifiable (directly or indirectly) natural person Processed by Pivotchain on behalf of Subscriber pursuant to the Agreement, the processing of which is subject to any Applicable Law.

1.7. **"Process"** (and its conjugates, including **"processed"** and **"processing"**, regardless of whether such terms are capitalized or not, unless contrary to the context or meaning thereof) means any operation or set of operations that is performed on Personal Data, including collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, alignment or combination, restriction, erasure or destruction.

## **2. USE AND DISCLOSURE OF PERSONAL DATA**

2.1. Scope of Processing. Appendix 1 identifies (i) the subject matter and duration of the processing performed under the Agreement; (ii) the nature and purpose of such processing; (iii) the type of Personal Data and categories of data subjects; and (iv) the obligations and rights of Subscriber (as the data controller). Pivotchain and Subscriber shall comply with the terms and conditions set forth in the Agreement (including those set forth in this Addendum) at all times when collecting, transferring, accessing, storing or otherwise processing Personal Data pursuant to the Agreement.

2.2. Purpose Limitation. Subscriber shall only transfer to Pivotchain and Pivotchain shall only process Personal Data as necessary for the purposes specified in the Agreement (including to provide the services identified therein). Pivotchain shall process Personal Data only on documented instructions from Subscriber, unless otherwise required by Applicable Law; in such a case, the Processor shall inform the Data Controller of that legal requirement before Processing, unless Applicable Law prohibits such information.

2.3. Compliance with Applicable Law. Both Parties agree to comply with all Applicable Law in connection with its performance of this Addendum.

## **3. DATA PROTECTION ASSISTANCE**

3.1. Data Protection Impact Assessments; Prior Consultation. Pivotchain shall provide prompt cooperation with and assistance to Subscriber with respect to any data protection impact assessments and/or prior consultations that may be required in respect of processing carried out under the Agreement.

3.2. Notification of Inspection. Pivotchain agrees to notify Subscriber of any inspection or audit by a supervisory authority concerning compliance with Applicable Law to the extent related to the services provided under the Agreement. Pivotchain shall cooperate with relevant Government Authorities upon request by Subscriber.

#### **4. PIVOTCHAIN PRIVACY AND SECURITY PROGRAM**

During the term of the Agreement, Pivotchain will maintain a written privacy and security program designed to ensure that Personal Data will only be processed in accordance with this Addendum and Applicable Law. Pivotchain will implement appropriate technical and organizational measures to protect Personal Data and ensure a level of security appropriate to the risk as required by Applicable Law. Such measures shall include administrative, organizational, technical and physical safeguards designed to protect the confidentiality, integrity and availability of Personal Data, including security measures aimed at protecting Personal Data from and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, and against all other unlawful forms of processing. Pivotchain agrees to regularly test, assess and evaluate the effectiveness of the measures for ensuring the security of processing of Personal Data. Pivotchain shall, at a minimum:

- a) Adopt policies and standards related to information security.
- b) Assign responsibility for information security management.
- c) Devote adequate personnel resources to information security.
- d) Perform reference or background checks on permanent employees that shall have access to personal data and as necessary for compliance requirements (where practicable and lawful in each relevant jurisdiction). 5. Require all Pivotchain employees to comply with a written Information Security policy. 6. Have procedures in place to prevent unauthorized access to Personal Data through the use, as appropriate, of physical and logical entry controls, secure areas for processing, and data loss prevention tools. 7. Ensure compliance with policies and standards related to data protection on an ongoing basis.

Additional information concerning Pivotchain's technical and organizational measures is available at Pivotchain's Trust Center, as updated from time to time.

#### **5. OVERSIGHT OF PERSONNEL**

Pivotchain shall ensure that its personnel engaged in the processing of Personal Data have received appropriate training on their responsibilities and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

#### **6. DATA BREACHES**

Pivotchain agrees to notify Subscriber without undue delay after becoming aware of an actual or reasonably-suspected Data Breach. In the course of notification to Subscriber, Pivotchain will provide to Subscriber, as feasible, sufficient information for Subscriber to make any required notifications within the timeline required by Applicable Law. Such information may include, but is not necessarily limited to: (i) the nature of the Data Breach, and the categories and approximate number of data subjects and Personal Data records affected; (ii) the likely consequences of the

Data Breach, to the extent consequences are able to be determined; and (iii) any measures taken to address or mitigate the Data Breach.

## **7. RIGHTS OF DATA SUBJECTS**

In the event Pivotchain receives a request from a data subject to access, amend, transfer, block or delete Personal Data, Pivotchain agrees to advise Subscriber of such request without undue delay and follow reasonable instructions by Subscriber, subject to requirements of Applicable Law. Pivotchain shall reasonably assist Subscriber using appropriate technical and organizational measures, insofar as this is possible, in responding to any such request in accordance with the data subject's rights under Applicable Law.

## **8. CROSS-BORDER TRANSFERS**

Pivotchain will comply with Applicable Law regarding the onward transfer of Personal Data outside the EEA or United Kingdom. In the event Pivotchain transfers Personal Data to a third country that the European Commission has not determined ensures an adequate level of protection for Personal Data, Pivotchain may use any lawful mechanism to facilitate such transfers, including: (i) self-certification of compliance with the EU-US and Swiss-US Privacy Shield self-certification programs operated by the U.S. Department of Commerce; (ii) binding corporate rules for processors approved under Applicable Law; (iii) contractual data protection clauses approved by the European Commission in accordance with Applicable Law; (iv) an approved code of conduct with binding and enforceable commitments in accordance with Applicable Law; or (v) an approved certification method with binding and enforceable commitments in accordance with Applicable Law.

## **9. RETENTION; RETURN/DESTRUCTION**

Pivotchain agrees to retain Personal Data received from Subscriber or created on behalf of Subscriber for only so long as necessary to perform the services under the Agreement or as may otherwise be required under Applicable Law. Upon request from Subscriber, Pivotchain agrees to return or destroy all Personal Data received or created pursuant to the Agreement, to the extent permitted by Applicable Law.

## **10. SUBSCRIBER RIGHT TO AUDIT**

For the duration of this Addendum, upon Subscriber's request, not more than once per calendar year, and subject to non-disclosure agreement, Pivotchain shall provide to Subscriber the most recent audit report performed by an independent auditor so that Subscriber can reasonably verify Pivotchain's compliance with its data protection obligations of this Addendum. Subscriber agrees to exercise any audit and inspection rights it may have solely by requesting and reviewing such audit report. After Subscriber has reviewed the foregoing, in the event that additional information is required to demonstrate compliance with Pivotchain's data protection obligations, Subscriber must notify Pivotchain in writing, identifying specifically what obligation the report fails to demonstrate compliance with, the deficiency in the audit report, and areas for which additional information is requested. After review, Pivotchain may notify its independent auditor of the identified deficiencies for inclusion in its auditing procedures. At Pivotchain's discretion, Pivotchain shall use reasonable efforts to comply and provide Subscriber (either itself or a registered accredited auditor acting on Subscriber's behalf, subject to non-disclosure obligations) with access to additional policies, procedures, processes, and/or supporting evidence demonstrating the operation of controls. Subscriber shall give Pivotchain no fewer than 30 days' prior notice, shall not be permitted to keep any copies of additional documentation or make copies, and shall not unreasonably disrupt Pivotchain's business operations. Subscriber shall be responsible for all costs of such audit, and additional charges to offset costs incurred by Pivotchain may apply.

## **11. SUBPROCESSORS**

Subscriber approves the engagement of Pivotchain's current sub processors by Service Provider listed online at Pivotchain's Trust Center. Subscriber hereby generally authorizes Pivotchain to remove or add new sub processors in accordance with this Section 11. New sub processes that access Subscriber's Personal Data shall be approved by Subscriber via the following consent mechanism: (i) Pivotchain shall notify Subscriber at least thirty (30) days before authorizing any new sub processor to access Personal Data by updating the sub processor to the list online at Pivotchain's Trust Center, (ii) If Subscriber raises no reasonable objections with Pivotchain in writing within this thirty (30) days period, then this shall be taken as an approval of the new sub processor by Subscriber, (iii) If Subscriber raises reasonable objections, then Pivotchain shall have the right to terminate the affected Service to Subscriber with fourteen (14) days' notice unless Pivotchain decides to (a) continue the Service without the engagement of the sub processor which Subscriber objected to, (b) take sufficient steps to address the concerns raised in Subscriber's objection or (c) in agreement with Subscriber, cease to provide (temporarily or permanently), the particular aspect of the Service that would involve use of the sub processor. Each Sub processor shall be bound by data protection obligations consistent with those in this Addendum. Pivotchain shall remain liable for the performance of data protection obligations by its sub processors to the same extent it is responsible for its own performance.

**12. MISCELLANEOUS**

This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Addendum delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**SUBSCRIBER**

By:

Name:

Title:

Date:

**PIVOTCHAIN**

By:

Name:

Title:

Date:

**1. Subject matter and duration of the processing.**

The subject matter and duration of the processing are set out in the Agreement and this Addendum.

**2. The natures and purpose of the processing.**

The nature and purpose of the processing shall be to provide the services pursuant to the Agreement.

**3. The types of Personal Data to be processed.**

Subscriber's Personal Data uploaded to the services in connection with the Agreement. This may include profile data to sign in to Pivotchain's applications and services, and data relating to an individual user's usage of Pivotchain's applications and services.

**4. The category of individuals to whom the personal data related to.**

Employees, contractors, business partners and third parties whose Personal Data may be uploaded to the service by Subscriber and its users.

**5. The obligations and rights of Subscriber.**

The obligations and rights of the Subscriber are set out in the Agreement and this Addendum.