



This document is part of the Data Processing Agreement.

ANNEX 1 PART I

THIS PART I OF ANNEX 1 SHALL APPLY WHERE THE “SERVICES DESCRIPTION” PAGE INDICATES THAT EACH PARTY IS A CONTROLLER

1. Relationship of the Parties

1.1 Where it is indicated in the Services Description Page that each Party is a Controller, the Parties acknowledge that they are each a separate and independent Controller of the Personal Data which it discloses or receives under the Agreement for those Services. The Parties do not and will not Process Personal Data which it discloses or receives under the Agreement as joint controllers. Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Controller under Applicable Data Protection Law.

1.2 It is agreed that where either Party receives a request from a Data Subject in respect of Personal Data controlled by the other Party, where relevant, the Party receiving such request will direct the Data Subject to the other Party, as applicable, in order to enable the other Party to respond directly to the Data Subject’s request.

2. Sharing of Personal Data

2.1 In performing its obligations under the MSA, the Parties may provide Personal Data to the other Party. Each Party shall process Personal Data only for (i) the purposes set forth in the MSA or as (ii) otherwise agreed to in writing by the Parties, provided such processing strictly complies with (a) Applicable Data Protection Law, (b) Relevant Privacy Requirements and (c) its obligations under this Agreement (the “ Permitted Purposes ”).

2.2 Each Party agrees to receive Personal Data from the other Party provided that the Party providing the Personal Data strictly complies with (i) Applicable Data Protection Law, (ii) Relevant Privacy Requirements and (iii) its obligations under this Agreement.

2.3 Unless otherwise agreed to in writing by the Parties, a Party shall not share any Personal Data with the other Party (i) that allows Data Subjects to be directly identified (for example by reference to their name and e-mail address); (ii) that contains any Special Categories of Personal Data, unless explicitly agreed in writing (including specified purposes) by the Data Subject or as permitted under Applicable Data Protection Law and/or; (iii) that contains Personal Data relating to children under 16 years old.

2.4 Each Party will Process Personal Data that is disclosed to it by the other Party only for the Permitted Purposes in accordance with the provisions of this Agreement, save that it may further Process Personal Data for secondary purposes that are not incompatible with the

Permitted Purposes, or which is otherwise agreed to by the Parties in writing, provided that such further Processing complies with Applicable Data Protection Law(s).

2.5 The Parties will not disclose any Personal Data provided by the respective other party to any third party without prior written consent of the other Party except: (i) as permitted or required pursuant to the MSA and this Agreement; or (ii) where required by applicable law.

3. Privacy obligations

3.1 Each Party shall maintain a publicly-accessible privacy policy on its mobile applications and websites that is available via a prominent link that satisfies transparency disclosure requirements of Applicable Data Protection Law.

3.2 Each Party warrants and undertakes that it has provided Data Subjects with appropriate transparency regarding data collection and use and all required notices and has obtained any and all consents or permissions necessary under e-Privacy Law. Where a Party is the initial Controller as between itself and the Data Subject and it relies on consent as its legal basis to Process Personal Data, it shall ensure that it obtains a proper affirmative act of consent from Data Subjects in accordance with Applicable Data Protection Law and Relevant Privacy Requirements in order for itself and the other Party to Process such Personal Data as set out herein (including, where applicable, for Cross-App Advertising). Both Parties will cooperate in good faith in order to identify the information disclosure requirements and each Party hereby permits the other Party to identify it in the other Party's privacy policy, and to provide a link to the other Party's privacy policy in its privacy policy.

4. Technical and Organisational Measures

TCM and Company shall implement appropriate technical and organisational measures to protect the Personal Data. In the event that TCM or Company suffer a confirmed Security Incident, each Party shall notify the other Party without undue delay and the Parties shall cooperate in good faith to agree and action such measures as may be necessary to mitigate or remedy the effects of the Security Incident.

5. Third Party Data Processors

Each Party acknowledges that in the provision of some Services, it may transfer Personal Data to and otherwise interact with third party data processors. Each Party agrees that if and to the extent such transfers occur, the transferring Party is responsible for entering into separate contractual arrangements with such third party data processors binding them to comply with obligations in accordance with Applicable Data Protection Law. For the avoidance of doubt, such third party data processors are not Subprocessors.

6. Limitation on Liability & Insurance

6.1 In no event shall either Party's total liability to the other Party under this Annex 1 Part I exceed €5,000,000.00.

6.2 Each Party shall take out and maintain insurance policies to the value sufficient to meet their respective liabilities under or in connection with this Agreement. Upon a Party's request, the other Party will provide evidence that such insurance is in place.

SCHEDULE A

ANNEX B DESCRIPTION OF THE TRANSFER (CONTROLLER TO CONTROLLER)

Data Subjects

The Personal Data transferred concerns the following category of data subjects:

- end users of Services provided by TCM
- the Personal Data provided by the data exporter to the data importer in connection with its use of the Services.

Purposes of the transfer(s)

- The transfer is intended to enable the data importer to determine the purposes and means of the processing of Personal Data obtained through data exporter's products to support the sales, recruiting, marketing, educational, or other business practices of the data importer or to facilitate advertising to Data Subjects.

Recipients

The Personal Data may be disclosed only to the following recipients or categories of recipients depending on the Services:

- third parties that have, or may have, a commercial relationship with the data exporter (e.g. , buyers, sellers, advertisers, customers, corporate contractors); who have a legitimate business purpose for the processing of such Personal Data and who have been bound to comply with Relevant Privacy Requirements, Applicable Data Protection Laws and other data protection obligations at least as strict as those found in this Agreement;
- personnel of the data importer who are involved in sales, business operations or other customer relationship management activities (for example, customer's business email address may be provided to the sales team to enable them to contact him or her) provided they have been bound to comply with relevant Relevant Privacy Requirements, Applicable Data Protection Laws and other data protection obligations at least as strict as those found in this Agreement with regard to the type of data involved;
- third party service providers (such as CRM database administrators and IT systems and hosting service providers) who have been bound to comply with Relevant Privacy Requirements, Applicable Data Protection Laws and other data protections terms at least as strict as those found in this Agreement, including all technical security, data integrity and audit obligations relevant to the system(s) involved;
- law enforcement or government authorities where necessary to comply with applicable law, to address criminal acts that have been or are committed, or to respond to lawful process or discovery requests provided that the recipient of such a request shall, to the extent legally permissible, promptly advise the other Party of the request;
- those recipients as necessary to respond to an emergency that poses a threat of harm to safety of a user or other individuals, or otherwise as necessary to protect the rights or property of TCM and Company, its data subjects and the importer provided however, that such disclosure shall be terminated immediately after the emergency has passed; and
- and legal counsel or other advisors subject to appropriate non-disclosure agreements or obligations.

Additional useful information (storage limits and other relevant information):

The Personal Data transferred between the Parties may only be retained for the period of time permitted under this Agreement and the MSA. The Parties agree that each Party will, to the extent that it, along with the other party, acts as a data controller with respect to Personal Data, reasonably cooperate with the other Party to enable the exercise of data protection rights as set forth in the Applicable Data Protection Law.