

EXPLANATORY NOTES

1. This Data Processing Addendum (“**DPA**”), including its appendices, forms part of the applicable service agreement or other written or electronic agreement, including any service order, between ViSenze and the Customer (the “**Agreement**”), pursuant to which ViSenze provides the “**Services**” as defined in the Agreement. For the purposes of the Standard Contractual Clauses incorporated by reference into this DPA, the Customer is a “data exporter” and its signing (electronically or otherwise) of an Agreement with ViSenze will be treated as signing of the Standard Contractual Clauses and their appendices. This DPA will take effect on the DPA Effective Date and, notwithstanding expiry of the Term, will remain in effect until, and automatically expire upon, deletion of all the Customer’s Personal Data as described in this DPA.
2. The ViSenze Services include:
 - (a) various visual search and recognition services, which are provided by ViSenze to its Customers for use by External End Users and
 - (b) various annotation and tagging services, which are provided by ViSenze to its Customers for such Customers’ own use by Internal End Users¹
3. For each ViSenze Service the Customer may provide ViSenze with its product catalogue periodically (so ViSenze can upload Reference Images from it) by either:
 - (a) the Customer using a technical solution, such as by sending ViSenze a URL for the product catalogue or
 - (b) Customer Personnel uploading it to an Enterprise Dashboard
4. Where ViSenze provides an Enterprise Dashboard for the Customer to use²:
 - (a) the Customer sends ViSenze the name and work email address of at least one Customer Personnel to administer the Enterprise Dashboard and
 - (b) Nominated Users can log into the Enterprise Dashboard, which collects their username, job title and company name and assigns an encrypted password

¹ Internal End Users may also access visual search and recognition services for testing and other similar purposes, including proofs of concept.

² An Enterprise Dashboard can be used by the Customer for various administrative and other purposes during provision of the ViSenze Services, in addition to uploading the Customer’s product catalogue. For the avoidance of any doubt, the ViSenze Console, marketed as the Discovery Suite, is an upgraded version of the Enterprise Dashboard.

5. ViSenze carries out image indexing, annotation and tagging on a server located in Singapore and maintains its Enterprise Dashboard on that same server so:
 - (a) Personal Data, if any, in a Reference Image is exported out of the European Economic Area (“**EEA**”) or the United Kingdom (“**UK**”) (whichever is applicable) and imported into Singapore; and
 - (b) Personal Data about or relating to Nominated Users of any Enterprise Dashboard is processed in Singapore whenever they access the Enterprise Dashboard.
6. Whenever ViSenze receives a Query Image from an External End User:
 - (a) the IP address of the End User is pseudonymized by masking the last 3 digits (“**Masked IP Address**”) rendering it impossible to ascertain the exact location of any External End User;
 - (b) the Masked IP Address of the End User is attached to that Query Image for trouble-shooting purposes.

ViSenze retains the Query Image and attached Masked IP Address in the EEA for up to one year or a shorter period agreed between ViSenze and the Customer.

7. ViSenze maintains IT systems logs for debugging, optimising search results and continually improving the ViSenze Services – these logs contain metadata, including the Masked IP Address of each External End User, and are maintained by ViSenze on a server in Singapore for up to one year.
8. To the extent there is any cross-border transfer of Personal Data to ViSenze, the transfers shall be governed by:
 - a. (if the Customer resides in the EEA): the Standard Contractual Clauses adopted by the European Commission (“**SCC**”) in the manner set out in Table 7;
 - b. (if the Customer resides in the UK): the SCC as amended by **Schedule 1** – the UK International Data Transfer Addendum to the SCC, Version B1.0 in force 21 March 2022 (“**UK Addendum**”).

DATA PROCESSING AGREEMENT

1. DEFINITIONS

Capitalized terms used but not defined in this DPA shall have the meaning given to them in the Agreement or applicable Data Protection Laws.

Authorised Persons	employees of, and contractors to, ViSenze and any other individuals where such employees, contractors or other individuals have committed themselves to binding confidentiality obligations in favour of ViSenze
Controller	the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data
Data Protection Laws	all data protection and privacy laws and regulations applicable to the Customer's Personal Data processed by ViSenze under the Agreement, including the GDPR and the GDPR as saved into the United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR")
DPA Effective Date	the date the Customer clicked to accept or the parties otherwise agreed to this DPA
European Economic Area (or "EEA")	the area established by The Agreement on the European Economic Area that brings together the Member States and, to the extent they wish to join, countries that are members of the European Free Trade Association into a single market (the 'Internal Market') – it includes each Member State of the European Union, Lichtenstein, Iceland and Norway and such other countries as may at any time and from time to time become a member of the Internal Market
GDPR	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, which is known as the General Data Protection Regulation
Member State	a country that is a member of the European Union
Personal Data	any information relating to an identified or identifiable natural person ('data subject') - an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more

factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

Processing	any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
Processor	a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller
Restricted Transfer	means (i) where the GDPR applies, a transfer of Personal Data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; and (ii) where the UK GDPR applies, a transfer of personal data from the United Kingdom to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018
Security Measures	means the technical and organizational safeguards adopted by ViSenze applicable to the Services subscribed by the Customer as further detailed to this DPA as Appendix 2 .
Standard Contractual Clauses	means (i) where the GDPR applies, the contractual clauses annexed to the European Commission's implementing decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to the GDPR ("SCC"); and where (ii) the UK GDPR applies, the SCC as amended by Schedule 1 – the International Data Transfer Addendum to the SCC, Version B1.0 in force 21 March 2022 ("UK Addendum").

2. PROCESSING REQUIREMENTS

2.1 Application of Clauses 2 to 4

The provisions of Clauses 2 to 4 apply where the Customer is the Controller in relation to Personal Data and ViSenze is the Processor. The Parties agree and acknowledge that the same Personal Data may also be processed by ViSenze on a controller-to-controller basis.

2.2 Customer's Processing Instructions

Where the Customer is the Controller in relation to Personal Data and ViSenze is the Processor in relation to that Personal Data, ViSenze may process such Personal Data only for the purpose of providing the relevant ViSenze Services

2.3 Only Authorised Persons to process Personal Data

ViSenze shall ensure that only Authorised Persons who have a 'need to know' will be authorised to process any Personal Data.

2.4 General obligations of ViSenze

ViSenze:

- (a) shall implement and maintain appropriate technical and organizational measures for the protection of Personal Data against unauthorised or unlawful processing and against accidental or unlawful loss, destruction or alteration or damage, unauthorised disclosure of, or access to, Customer's Personal Data and the confidentiality and integrity of the Customer's Personal Data, as set forth in the Security Measures at **Appendix 2**.
- (b) shall respect, and shall comply with, the conditions under Data Protection Laws for engaging another Processor
- (c) shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights
- (d) shall assist the Customer in ensuring compliance with the Customer's obligations for the security of processing of Personal Data, notification of a personal data breach to the relevant supervisory authority, communication of a personal data breach to the data subjects, carrying out a data protection impact assessment and any prior consultation with the relevant supervisory authority prior to the Customer carrying out any data protection impact assessment

2.5 Deletion of Personal Data

Subject to the right of ViSenze to retain Personal Data transferred to it on a controller-to-controller basis, ViSenze:

- (a) acknowledges the right of the Customer applicable Data Protection Laws to require ViSenze as a Processor to delete or return all the Personal Data to the Customer after the end of the provision of the ViSenze Service and delete existing copies (unless applicable law requires storage of the Personal Data) and agrees that it shall delete or return all Personal Data to the Customer upon request by the Customer after termination of this DPA and
- (b) acknowledges its obligation to comply with limitations on storage of Personal Data transferred to it on a controller-to-controller basis under applicable Data Protection Laws and confirms to the Customer that it shall comply with such limitation

2.6 Demonstrating GDPR compliance by ViSenze

In accordance with the GDPR, ViSenze shall upon request of the Customer provide to the Customer information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for, and contribute to, audits, including inspections, conducted by the Controller or another auditor mandated by the Controller and hereby permits the Customer to provide such information to any one or more End Users upon their request.

3. SUB-PROCESSOR AUTHORISATION – CLOUD SERVICES PROVIDERS

The Customer hereby provides specific authorisation for ViSenze to engage:

Name of Sub-processor	Company details	Subject matter	Nature of processing	Duration of processing	Transfer destination
Amazon Web Services EMEA SARL	Org.no/VAT no FC034225 Address 38 Avenue John F. Kennedy Luxembourg 1855	For services relating to the hosting of servers	Storage	From the commencement of the Agreement until 12 months after the termination or expiry of the Agreement	Ireland
Amazon Web Services Singapore Private Limited	Org.no/ VAT no 201434292D Address 1 Robinson Road #17-00 AIA Tower, Singapore 048542	For services relating to the hosting of servers	Storage		Singapore
Google Asia Pacific Pte. Ltd.	Org.no/VAT no 200817984R Address 8 Marina Boulevard #05-02, Marina Bay Financial Centre Singapore 018981	Operations of data analytics platform	Compilation, structuring, storage		Singapore

4. RESTRICTED TRANSFERS

The parties agree that when the transfer of Personal Data from Customer to ViSenze is a Restricted Transfer, it shall be subject to the appropriate Standard Contractual Clauses, as follows:

- 4.1 In relation to Personal Data that is protected by the GDPR, the SCCs will apply completed as follows:
 - 4.1.1 In relation to Personal Data that is protected by the GDPR, the SCCs will apply as per table 1 below.
 - 4.1.2 In Clause 7, the optional docking clause will not apply
 - 4.1.3 In Clause 9, the Option 2 will apply, and the time period for prior notice of sub-processor changes shall be “at least 60 days” prior to the engagement of the sub-processor
 - 4.1.4 In Clause 11, the optional language will not apply
 - 4.1.5 In Clause 17, the SCCs shall be governed by the law of the member state where the Customer resides
 - 4.1.6 In Clause 18(b), disputes shall be resolved before the courts of the member state where the Customer resides
 - 4.1.7 Annex I of the SCCs shall be deemed completed with (as to Part A and Part B) information set out in **Appendix 1** to this DPA
 - 4.1.8 Annex II of the SCCs shall be deemed completed with the information set out in **Appendix 2** to this DPA.
- 4.2 In relation to Personal Data that is protected by the UK GDPR, the UK Addendum will apply completed as follows:
 - 4.2.1 The SCCs, completed as set out above in clause 4.1 of this DPA shall also apply to transfers of such Personal Data, subject to sub-clause 4.2.2 below
 - 4.2.2 Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from the SCCs, completed as set out above, and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 4) shall be the DPA Effective Date.
- 4.3 If any provision of this DPA contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

IF the data comprising Personal Data is ...	THEN the Customer is ...	AND ViSense is ...	AND ...	The following options and clauses in the SCC shall apply...
a Reference Image	the Controller	the Processor	the Personal Data is exported from the EEA to Singapore	Option Module 2 (Controller to Processor) shall be selected.
a Query Image	the Controller	the Processor	the personal data is processed within the EEA	Clause 8 of the SCC shall apply wherein the option Module 2 (Controller to Processor) shall be selected.
a Reference Image or Query Image, including Masked IP Addresses, processed by ViSense in Singapore for the essential task of developing, supporting and continuously improving the ViSense Service for the benefit of its customers	the Controller	a Controller	the Personal Data is exported from the EEA to Singapore	Option Module 1 (Controller to Controller) shall be selected.
Personal Data of a Nominated User	the Controller	a Controller	the Personal Data is exported from the EEA to Singapore	Option Module 1 (Controller to Controller) shall be selected.
A IP Address attached to a Query Image processed in the EEA (IP Addresses are masked before they are transferred outside the EEA)	the Controller	a Processor	the personal data is processed within the EEA	Clause 8 of the SCC shall apply wherein the option Module 2 (Controller to Processor) shall be selected.

Table 1 – manner of application of the SCCs

5. LIMITATION OF LIABILITY

Each party's and all of its Authorised Person's liability, taken together in the aggregate, arising out of or related to this DPA (including the Standard Contractual Clauses, if the Standard Contractual Clauses have been entered into in accordance with the Agreement or a DPA), whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement.

6. EFFECT OF THIS DPA

- 6.1 This DPA shall not replace or supersede any data processing addendum or agreement executed by the parties prior to the DPA Effective Date without the prior written consent of the parties (electronically submitted consent acceptable).
- 6.2 Notwithstanding anything to the contrary in the Agreement, to the extent of any conflict or inconsistency between this DPA and the remaining terms of the Agreement, this DPA will govern. The parties' authorized signatories have duly executed this Data Processing Agreement as of the date set forth below their respective signatures but made effective as of the DPA Effective Date.

Signed by VISENZE PTE. LTD.

Signed by the Customer

DocuSigned by:
Oliver
967DCC7D9E514DE...

Oliver Tan
Chief Executive Officer
Date of signature: 19 December 2024 | 7:37 AM PST

Authorized Signatory:
Designation:
Date of signature:

**APPENDIX 1 TO THE DATA PROCESSING ADDENDUM
DESCRIPTION OF PROCESSING ACTIVITIES**

A. OVERVIEW

Data Exporter

The Customer (data exporter) carries on a business of offering goods and/or services for sale (“**Items**”) to End Users (namely, its customers and, sometimes for testing purposes, its personnel).

The data exporter offers a website and/or a mobile application that enables End Users to upload data, stored on or captured with, their device to benefit from the services performed by the data importer below (*check all that apply*):

- AI Recommendations:** provides accurate and relevant recommendations to End Users based on the End Users’ searches to increase the data exporter’s sales.
- AI Multi-modal Search:** allows End Users to find and purchase products with ease through advanced visual searches or a combination of visual and textual input
- Product Indexing:** indexes the data exporter’s product listings with accurate descriptive tags based on visual attributes to make the data exporter’s catalog more searchable and shoppable by End Users.
- Others:** as described in the relevant Agreement

and such other ancillary purposes necessary for the above (checked services shall be collectively referred to as “**ViSenze Service**”).

Data Importer

ViSenze (data importer) ordinarily requires only the image of Items (such as clothing) included in a Reference Image and not the personal data of any individual in a Reference Image, except to the extent that doing so is necessarily incidental to processing the image of Items (for example, where the relevant item is sunglasses worn by an identifiable individual).

Assuming that any data below contains personal data, ViSenze is a:

- (1) processor, as regards:
 - a. **Reference Images** processed for the purposes of providing ViSenze Service (see **Section B.(A)** below);
 - b. **Query Images** processed to provide visual matches to the End Users (for the avoidance of doubt, such processing is done within the European Economic Area (“**EEA**”) and is included here only for completeness) (see **Section B.(B)** below);
- (2) controller, as regards:
 - a. Reference Images or Query Images and attached Masked IP addresses used to ‘train’ the data importer’s ‘AI engine’ and for the purposes of troubleshooting any services following the data exporter’s feedback (see **Section B.(C)** below); and
 - b. Personal Data of a Nominated User when a Nominated User of the data exporter accesses the Enterprise Dashboard provided by the data importer (see **Section B.(D)** below).

B. DESCRIPTION OF TRANSFER

(A) Reference Image processed for the purposes of providing ViSenze Service

1. Categories of data subjects whose personal data is transferred

Any identifiable individual(s) (usually professional models) appearing in a photograph or other similar document included in the data exporter’s product catalogue.

2. Categories of personal data transferred

The image of a data subject.

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None / not applicable.

4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

5. Nature of the processing

6. Purpose(s) of the data transfer and further processing

Reference Images will be transferred continuously throughout the Term of the Service Agreement for the purposes of the performance of the ViSense Service, including the following:

- (i) the data importer providing access to the Enterprise Dashboard:

Frequency of processing:

- (a) when the data exporter first becomes a customer of the data importer; and
 (b) at any time and from time to time when the data exporter chooses to upload its Reference Images to the Enterprise Dashboard;

Nature and Purpose of processing:

- (c) to enable the data importer to build a catalog / catalogs of Reference Images of the data exporter's Items;
 (d) creation of a mathematical representation of the Items depicted in the Reference Images and storing such mathematical representations and the Reference Images on its servers in Singapore.
 (e) enables the data exporter to then subscribe to other services, such as Smart Recommendations and Smart Search, to make available for use by its End Users.

- (ii) the data importer providing its Smart Tagging service:

Frequency of processing:

- (a) upon request by the data exporter or otherwise in accordance with the Service Agreement;

Nature and Purpose of processing:

- (b) annotation or tagging of Reference Images in the manner requested by the data exporter or otherwise in accordance with the Service Agreement.

The personal data transferred will not be further processed, except where processed by the sub-processors and for the purposes set out in Clause 3 of the DPA.

7. The period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period

Reference Images uploaded to the Enterprise Dashboard and used for ViSense Services shall be retained until 30 days after the Service Agreement or the ViSense Service is otherwise terminated.

8. For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing.

Data in this category shall not be transferred to any sub-processors, except to the sub-processors for the purposes set out in Clause 3 of the DPA.

(B) A Query Image processed for the purposes of providing ViSense Service

1. Categories of data subjects whose personal data is transferred

A Query Image may comprise:

- (i) any identifiable individual(s) appearing in a photograph or other similar document sent to ViSense; and
 (ii) the IP Address attached to a Query Image (processed within the EEA), being either the IP address of the device used by the End User or an IP address of the data exporter (depending on the data exporter's preferred IT configuration).

Query Images are not processed in connection with any of the data importer's services other than its products requiring visual matching, that is, Smart Search only.

2. Categories of personal data transferred

The image of a data subject.

Where relevant, the Masked IP Address of the device used by the data exporter.

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None / not applicable.

4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Query Images will be transferred continuously throughout the Term of the Service Agreement for the purposes of the visual matching aspects of the ViSENZE Service, whenever an End User chooses to seek a visual match to a product in a Query Image.

5. Nature of the processing

Where an End User requests a visual match to Items in Reference Images similar or related to an item or items in a Query Image, the data importer will process that Query Image on its server in the EEA to find matches between:

- (i) a mathematical representation derived from the Query Image in the EEA; and
- (ii) the mathematical representation of Reference Images in Singapore.

The data importer shall also process the IP address of the End User in the EEA for trouble shooting and other technical purposes.

6. Purpose(s) of the data transfer and further processing

The purpose of the data transfer to the data importer is to enable the data importer to find a visual match to the product in the Query Image sent to it by the data exporter's end user customer.

The personal data transferred will not be further processed, except where processed by the sub-processors and for the purposes set out in Clause 3 of the DPA.

7. The period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period

The personal data in Query Images and Masked IP addresses will be retained until 12 months after the termination or expiry of the Service Agreement.

8. For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing.

Data in this category shall not be transferred to any sub-processors, except to the sub-processors for the purposes set out in Clause 3 of the DPA.

(C) Reference Image or Query Image processed by the data importer for the essential task of developing, supporting and continuously improving the ViSENZE Service for the benefit of the data importer's customers

1. Categories of data subjects whose personal data is transferred

- (i) Any identifiable individual(s) (usually professional models) appearing in a photograph or other similar document included in the data exporter's product catalogue.
- (ii) Any identifiable individual(s) appearing in a photograph or other similar document included in a Query Image sent to ViSENZE (whether directly by the data exporter's end user or via the data exporter (depending on the data exporter's preferred IT configuration).
- (iii) The IP address attached to a Query Image, being either the IP address of the device used by the data exporter's end user or an IP address of the data exporter (depending on the data exporter's preferred IT configuration).

2. Categories of personal data transferred

The image of data subjects. In relation to Query Images, the IP address of the End User of the data importer's visual matching service.

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None / not applicable.

4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

5. Nature of the processing

6. Purpose(s) of the data transfer and further processing

Please refer to Section B.(A)4. – 6. and Section B.(B)4. – 6. above in relation to the frequency and nature of processing.

Reference Images and Query Images (collectively, "Content"), in particular, the Items within these images, shall:

- (i) form part of an extremely large dataset to teach a machine learning model to teach prediction models that will improve the ViSENZE Service for the benefit of the data importer's customers; and
- (ii) enable trouble shooting to be performed by the data importer should any aspect of the ViSENZE Service be informed by the data exporter to be faulty or otherwise inadequate.

The personal data transferred will not be further processed, except where processed by the sub-processors and for the purposes set out in Clause 3 of the DPA

7. The period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period

Content processed for the purposes of this Section shall be retained until 12 months after the termination or expiry of the Service Agreement.

8. For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing.

Data in this category shall not be transferred to any sub-processors, except to the sub-processors for the purposes set out in Clause 3 of the DPA.

(D) Personal Data of a Nominated User

1. Categories of data subjects whose personal data is transferred

Employees of the data exporter and/or any other data subjects (such as contractors or other third party service providers) (collectively, '**Nominated Users**') nominated by the data exporter for the purpose of administering an Enterprise Dashboard made available by the data importer to the data exporter in connection with a service described in **Section A.** above.

2. Categories of personal data transferred

The name of the Nominated User, username of the Nominated User for the Enterprise Dashboard, their job title and the name of the company that employs them.

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None / not applicable.

4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

5. Nature of the processing

6. Purpose(s) of the data transfer and further processing

The personal data shall be first transferred by the data exporter upon a Nominated User's first access to the Enterprise Dashboard for the purposes of the ViSenze Service. Subsequently, the data exporter selects more Nominated Users, and transfers further personal data about such data subjects. Personal data relating to Nominated Users shall be processed by the data importer whenever a Nominated User logs into the Enterprise Dashboard made available to the data exporter to authenticate the Nominated User's identity.

The personal data will not be further processed by the data importer, except where processed by the sub-processors and for the purposes set out in Clause 3 of the DPA.

7. The period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period

The personal data will be retained for so long as a data subject continues to be a Nominated User of the data exporter.

8. For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing.

Data in this category shall not be transferred to any sub-processors, except to the sub-processors for the purposes set out in Clause 3 of the DPA.

C. COMPETENT SUPERVISORY AUTHORITY

Supervisory authority of the member state where the Customer resides.

APPENDIX 2 TO THE DATA PROCESSING ADDENDUM SECURITY MEASURES

1. *Pseudonomization of IP addresses by masking the last 3 digits, hashing procedure by using secure hashing algorithms within the Enterprise Dashboard to irreversibly hash passwords, and anonymisation of data geo-location data from Query Images.*
2. *Physical and administrative access control for security of offices and all systems used by the data importer.*
3. *Electronic access control for all electronic systems used by the data importer.*
4. *Data protection and security training and background checks performed for all personnel of the data importer before and after employment of the personnel.*
5. *Policies and implementation of breach response channels, service level agreements for restoring availability and access, including open communication with the data exporter.*
6. *Secure access implementation and testing of systems and applications.*
7. *All passwords stored are encrypted.*
8. *Since most of the data importer's systems are on the Amazon Web Services ('AWS') Cloud, AWS provides strong security measures in accordance with their policies. The data importer's offices require card or biometric access for premises security.*
9. *All laptops utilised by personnel of the data importer are password-protected and are installed with antivirus software. Critical production systems have two-factor authentication (2FA). All system require complex passwords.*
10. *Implementation of Business Continuity Plans, Disaster Recovery Plans, Crisis Communication Plans and Incident Response Plans.*
11. *Attaining ISO 27001:2022 certification (original certification date: 31 July 2023; revision date: 12 August 2024) and implementation of information security management systems, including access control policy and processes, based on the ISO 27001 standard.*