



MARKET RESPONSE

Addendum 2 – Data Processing

This Data Processing Addendum (“Addendum”) supplements any binding, written agreement between Client and MarketResponse and will apply to the extent that MarketResponse processes Personal Data on Client’s behalf pursuant to the Agreement.

1. Definitions

- 1.1 The definitions are defined in the addendum to this Addendum. Any capitalized terms used in this Addendum that are not defined there have the meanings set forth in the Agreement and the Terms and Conditions.

2. Roles and details

- 2.1 Client and/or its Client Related Entities are the Controller(s) of the Personal Data, except where Client and/or its Client Related Entities act as Processor(s) for another Controller, in which case they shall in relation to MarketResponse exercise the rights and obligations of the applicable Controller under this Addendum. MarketResponse is a Processor of the Personal Data.
- 2.2 Schedule 1 specifies the details of the Processing, including the subject matter, nature, duration and purposes of the Processing, the contact details of the data protection officer of MarketResponse and those of the privacy officer and/or data protection officer appointed by Controller, the types of Personal Data, the categories of Data Subjects and a current list of Subprocessors.

3. Client obligations as Controller

- 3.1 Client is responsible for complying with its obligations as a Controller under Applicable Data Protection Laws. To that end, Client must: (a) justify any transmission of Personal Data to and Processing of Personal Data by MarketResponse (including where applicable providing any notices and obtaining any consents required by Applicable Data Protection Laws), and (b) be responsible for its decisions and actions concerning the Processing and use of Personal Data, including Client’s instructions to MarketResponse regarding the Processing of Personal Data under the Agreement. Client will disclose or transmit Personal Data to MarketResponse only when the Agreement authorizes Client to disclose or transmit Personal Data to MarketResponse. For any disclosure or transmission of Personal Data authorized under this Section, Client will provide only the Personal Data necessary for the performance of the Services; and will use a mutually-agreed electronic transmission method.
- 3.2 Client shall, if MarketResponse so requests, provide all cooperation and information without unreasonable delay in order to comply with the Applicable Data Protection Laws, including, but not limited to, information

and cooperation in relation to the exercise of rights of Data Subjects and possible breaches in connection with Personal Data.

4. MarketResponse obligations as Processor

- 4.1 MarketResponse will Process Personal Data on behalf of Client and in accordance with Client's documented instructions set forth in the Agreement and this Addendum and any other written and mutually agreed instructions provided by Client to MarketResponse, or as otherwise required by applicable law. Client must complete and return to MarketResponse Schedule 1 'Details of the Processing'. The provisions in this Addendum, the Order Form and Schedule 1 to this Addendum shall together constitute the processing agreement as referred to in Applicable Data Protection Laws, which processing agreement forms an integral part of the Agreement.
- 4.2 MarketResponse will inform Client if, in MarketResponse's opinion, any instruction infringes Applicable Data Protection Laws. MarketResponse shall be entitled to suspend the Processing until either the parties mutually agree to amend the Agreement or this Addendum to modify the instruction or Client confirms its lawfulness to MarketResponses reasonable satisfaction. MarketResponse is not obligated to perform a comprehensive legal examination of any instruction from Client.
- 4.3 MarketResponse shall Process Personal Data only for limited and specified purposes as set forth in the Agreement and this Addendum.
- 4.4 For any Processing of Personal Data using MarketResponses hardware, systems or facilities, MarketResponse has implemented in accordance with the ISO27001 standard the applicable technical and organizational security measures that are designed to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access ("Security Measures"). Client has assessed the Security Measures and agrees that the Security Measures provide an appropriate level of security for the Personal Data, taking into account the risks presented by the Processing. MarketResponse may, from time to time, modify the Security Measures, provided, however, that the Security Measures as modified will not reduce the level of protection provided for Personal Data. Client is responsible for providing appropriate technical and organizational security measures for Processing of Personal Data on Client's hardware, systems or facilities or any hardware, third party systems or facilities made available by Client.
- 4.5 MarketResponse will take appropriate measures to ensure that its employees engaged in the Processing of Personal Data comply with the Security Measures, are bound by confidentiality obligations with respect to all Personal Data Processed hereunder, and process Personal Data only in accordance with this Addendum.
- 4.6 In the event that MarketResponse becomes aware of a Security Breach, MarketResponse will take reasonable measures designed to identify the root cause(s) of the Security Breach, mitigate any possible adverse effects and prevent a recurrence. As information regarding the Security Breach is collected or otherwise reasonably becomes available to MarketResponse, and to the extent permitted by applicable law, MarketResponse will send an email to the privacy officer and/or data processing officer of Client as mentioned in Schedule 1 to notify Client of such Security Breach without undue delay and where reasonably practicable not later than 48 hours after having become aware, taking into account the nature of the Processing and the information available to MarketResponse. MarketResponse will send (i) a description of the nature and reasonably anticipated consequences of the Security Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; (iii) where possible, the categories and approximate numbers of Personal Data and Data Subjects that were the subject of the Security Breach; and (iv) other information concerning the Security Breach reasonably known or available to MarketResponse that Client may be required to disclose to a supervisory authority or affected Data Subjects. Client, however, shall remain solely responsible for fulfilling any Data Subject or supervisory authority notification obligations that are applicable to Controllers under Applicable Data Protection Laws.
- 4.7 Upon Client's detailed written request, and taking into account the nature of the Processing, MarketResponse will reasonably assist Client through appropriate technical and organizational measures

to fulfill Client's obligation to respond to Data Subject Requests arising under Applicable Data Protection Laws. MarketResponse will respond to any requests it receives under this Section within a reasonable time, to permit Client to meet its regulatory guidelines where sufficient notice has been provided to MarketResponse and such timeline is practicable. MarketResponse will forward to Client any Data Subject Requests that it receives directly from an individual Data Subject, but MarketResponse is not required to respond directly to such Data Subject Requests. The costs incurred by MarketResponse in the context of the aforementioned assistance will be borne by Client.

- 4.8 Taking into account the nature of the Processing and the information available to it, MarketResponse will reasonably assist Client in complying with any data protection impact assessment or prior consultation obligations Client has under Applicable Data Protection Laws. The costs incurred by MarketResponse in the context of the aforementioned assistance will be borne by Client.

5. International Data Transfers

- 5.1 Subject to the terms of this Addendum, Client authorizes MarketResponse to transfer Personal Data as reasonably necessary for the performance of the Services to any country in which MarketResponse, MarketResponse Affiliates, or Subprocessors maintain facilities.

- 5.2 If and to the extent MarketResponse's performance of the Services involve an EEA Restricted Transfer, the terms of this Section 5.2 will apply with respect to such EEA Restricted Transfer provided that no Alternative Transfer Solution, as defined in Section 5.4, applies.

5.2.1 When MarketResponse is not located in a Third Country and acts as a data exporter with respect to an EEA Restricted Transfer, MarketResponse will enter into the EU Standard Contractual Clauses with any Subprocessors located in Third Countries that act as data importers and will conduct such EEA Restricted Transfer in accordance with those EU Standard Contractual Clauses.

5.2.2 When MarketResponse is located in a Third Country and acts as the data importer with respect to an EEA Restricted Transfer, MarketResponse hereby enters into the relevant EU Standard Contractual Clauses with Client, and with any Client Related Entities that are permitted to receive or use the Services performed by MarketResponse under the Agreement, each to the extent they act as data exporters in an EEA Restricted Transfer. For the purpose of any such EEA Restricted Transfer, the EU Standard Contractual Clauses will be completed as follows:

- (a) Module Two (transfer controller to processor) will apply when Client or the Client Related Entity is a Controller.
- (b) Module Three (transfer processor to processor) will apply when Client or the Client Related Entity is a Processor.
- (c) For the purpose of Section II, Clause 8.1 (Modules Two and Three), the Agreement and this Addendum constitute the final and complete instructions to MarketResponse for the Processing of Personal Data as of the date of this Addendum. Any additional or alternate instructions must be mutually agreed upon separately in writing and signed by both parties.
- (d) For the purpose of Section II, Clause 8.9 (Modules Two and Three), the Parties agree that any audits or inspections be conducted in accordance with the "Information and Audits" Section of this Addendum.
- (e) For the purpose of Section II, Clause 9 (Modules Two and Three), the Parties select Option 2 and agree that MarketResponse may engage Subprocessors in accordance with the "Subprocessing" Section of this Addendum.
- (f) For the purpose of Section II, Clause 11 (Modules Two and Three), the Parties agree that the optional language in Clause 11(a) will not apply.
- (g) For the purpose of Section II, Clause 13(a) (Modules Two and Three):

- (i) When Client is established in an EEA Member State, the supervisory authority with responsibility for ensuring compliance by Client with GDPR as regards to the data transfer shall act as competent supervisory authority.
 - (ii) When Client is not established in an EEA Member State, but falls within the territorial scope of application of GDPR in accordance with Article 3(2) and has appointed a representative pursuant to Article 27(1) of GDPR, the supervisory authority of the Member State in which the representative sits within the meaning of Article 27(1) of GDPR is established shall act as competent supervisory authority.
 - (iii) When Client is not established in an EU Member State, but falls within the territorial scope of application of GDPR in accordance with Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of GDPR, the supervisory authority of one of the EEA Member States in which the Data Subjects whose Personal Data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, shall act as competent supervisory authority.
- (h) For the purpose of Section IV, Clause 17 (Modules Two and Three), the Parties select Option 2, and if the data exporter's Member State does not allow for third-party beneficiary rights, then the law of the Netherlands shall apply.
 - (i) For the purpose of Section IV, Clause 18 (Modules Two and Three), the Parties agree that disputes arising from the EU Standard Contractual Clauses shall be resolved by the courts of the Netherlands.
 - (j) Annex I is deemed to be completed with the details set out in Schedule 1 to this Addendum.
 - (k) Annex II (Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of the Data) is deemed to be completed with the Technical and Organizational Security Measures set out in Section 4.4 of this Addendum.
- 5.3 If and to the extent MarketResponse performance of the Services involve a UK Restricted Transfer, the terms of this Section 5.3 will apply with respect to such UK Restricted Transfer provided that no Alternative Transfer Solution, as defined in Section 5.4, applies.
- 5.3.1 When MarketResponse is not located in a Third Country and acts as a data exporter with respect to a UK Restricted Transfer, MarketResponse will enter into the EU Standard Contractual Clauses under Module 3 (Transfer Processor to Processor) and the UK Addendum with any Subprocessors located in Third Countries that act as data importers and will conduct such UK restricted Transfer in accordance with those EU Standard Contractual Clauses and the UK Addendum.
- 5.3.2 When MarketResponse is located in a Third Country and acts as the data importer with respect to a UK Restricted Transfer, MarketResponse hereby enters into the EU Standard Contractual Clauses pursuant to Section 5.2.2 of this Addendum, and the UK Addendum, which are incorporated by reference herein, with Client, and with any Client Related Entities that are permitted to receive or use the Services performed by MarketResponse under the Agreement, each to the extent they act as data exporters in a UK Restricted Transfer. For the purpose of any such UK Restricted Transfer:
- (a) Table 1 of the UK Addendum is deemed to be completed with the Parties' details and contact information as set forth in Schedule 1 to this Addendum.
 - (b) For the purposes of Table 2 of the UK Addendum, the Addendum EU Standard CCs are the EU Standard Contractual Clauses entered into between Client and MarketResponse under Section 5.2.2 of this Addendum.
 - (c) For the purposes of Table 3 of the UK Addendum, the Appendix Information is set forth in Schedule 1 to this Addendum.

- (d) For the purposes of Table 4 of the UK Addendum, the Parties select both the importer and the exporter, and agree that either of them may end the UK Addendum in accordance with Section 19 thereof.

5.4 If MarketResponse adopts a solution other than the EU Standard Contractual Clauses and/or the UK Addendum that enables the lawful transfer of Personal Data in connection with an EEA Restricted Transfer or UK Restricted Transfer in accordance with GDPR and other Applicable Data Protection Laws, such as binding corporate rules or another approved international data transfer framework (such solution, an “Alternative Transfer Solution”), then MarketResponse shall notify Client in writing and the Alternative Transfer Solution shall apply in lieu of the EU Standard Contractual Clauses and/or the UK Addendum, as applicable, to any EEA Restricted Transfers or UK Restricted Transfers, as applicable, that take place following such written notification.

6. Subprocessing

6.1 In connection with MarketResponse’s performance of the Services, Client hereby generally authorizes MarketResponse to appoint as Subprocessors (a) MarketResponse Affiliates and (b) any third-party contractors of MarketResponse, unless otherwise provided in the Agreement. MarketResponse has made available to Client a current list of its Subprocessors (Schedule 1). MarketResponse will ensure that Subprocessors only Process Personal Data in accordance with this Addendum, and that they are bound by written obligations that require them to provide at least the equivalent level of data protection required by this Addendum. If during the Term MarketResponse intends to add new third party Subprocessors or change Subprocessors, MarketResponse will notify Client in writing. Client may object to a new Subprocessor by providing written notice to MarketResponse no later than fourteen (14) days after receiving the notification of MarketResponse.

7. Legally Required Disclosures

7.1 Except where prohibited by law, MarketResponse will use reasonable efforts to notify Client of any subpoena, judicial process, law enforcement request, or other legally binding order of an executive or administrative agency or other governmental authority that MarketResponse, MarketResponse Affiliates or Subprocessors receive and that relates to Personal Data, in order to permit Client to seek protection against disclosure. MarketResponse has no responsibility to interact with any governmental authority or other entity making a disclosure demand. MarketResponse may disclose Personal Data to such authority or entity in response to such demand where in MarketResponses sole discretion such disclosure is necessary to protect MarketResponses rights or to comply with applicable law.

8. Information and Audits

8.1 **Audits and Inspections.** MarketResponse shall enable Client, after prior written consultation with MarketResponse, to verify, at reasonable intervals, MarketResponses compliance with the obligations described in this Addendum, (i) by making available - at MarketResponse’s discretion - necessary information and (ii) by permitting audits by the Client or a jointly appointed third party. Client agrees that any information MarketResponse provides under this Section as well as audits reports are MarketResponse’s Confidential Information. MarketResponse reserves the right to impose reasonable conditions on making available information and on audits and to charge any costs associated with this to the Client.

9. Deletion of Personal Data

9.1 After expiration of the Term and subject to the provisions of the Terms and Conditions, MarketResponse will return or otherwise make available, or delete or otherwise render inaccessible, the Personal Data in its possession, unless (i) prohibited by applicable law, or (ii) Client notifies MarketResponse prior to MarketResponses receipt of such Personal Data that the Personal Data is subject to laws or regulations requiring specific deletion practices or retention periods and such requirements are specified in the applicable Agreement.

10. Enforcement; Limitation of Liability

10.1 The limitations of liability and any exclusions of damages set forth in the Terms and Conditions govern the aggregate liability of MarketResponse for all claims arising out of or related to this Addendum, any Schedules or Exhibits thereto, and the Agreement. Client shall be liable for payment to MarketResponse of any administrative fine imposed by a regulator, insofar as that administrative fine or damage suffered is the result of the Client's attributable failure to fulfil its obligations.

11. Modifications

11.1 MarketResponse may make changes to this Addendum from time to time. When MarketResponse makes changes it will inform Client of the updated version in writing.

Addendum to Addendum 2 – Definitions

A reference to writing or written includes email.

Applicable Data Protection Laws: means all laws and regulations, including the laws of the EEA, Switzerland, the United Kingdom (“UK”), and the United States and its states, that are applicable to the Processing of Personal Data under the Agreement, as amended from time to time.

Controller: means the entity which determines the purposes and means of the Processing of Personal Data.

Client: means the client that is permitted to receive or use the Services performed by MarketResponse under the Agreement.

Data Subject: means the natural person to whom Personal Data relates.

Data Subject Request: means a request from a Data Subject to access, delete, release, correct or block access to specific Personal Data or otherwise to exercise rights provided under Applicable Data Protection Laws.

EEA: means the Member States of the European Union, as well as Iceland, Liechtenstein, and Norway.

EEA Restricted Transfer: means a transfer (or onward transfer) to a Third Country of Personal Data originating in the EEA or Switzerland that is subject to GDPR or the Swiss Federal Act on Data Protection, where any required adequacy means can be met by entering into the EU Standard Contractual Clauses.

EU Standard Contractual Clauses: means the standard contractual clauses annexed to Commission Implementing Decision (EU) (2021/914) of 4 June 2021 on 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. This term also includes any subsequent version thereof released by the European Commission. In the event any subsequent version of such clauses is released that is applicable to the Services, the Parties agree that the then-current version of the clauses will apply, in which case any references in this Addendum to specific clauses in the clauses shall be deemed to refer to equivalent clauses in the then-current version of the clauses, regardless of their enumeration.

GDPR: means Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the Protection of Natural Persons with regard to the Processing of Personal Data and the Free Movement of Such Data, repealing Directive 95/46/EC, otherwise known as the General Data Protection Regulation, and for the purpose of this Addendum includes the corresponding laws of the UK (including the UK GDPR and Data Protection Act 2018).

Personal Data: means any information relating to an identified or identifiable natural person, including without limitation any information protected as “personal data” or “personal information” under Applicable Data Protection Laws, that is included in the Client Materials and that MarketResponse processes on behalf of Client in the course of providing the Services to Client.

Processing: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration,

retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor: means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the Applicable Data Protection Laws.

MarketResponse: means the MarketResponse entity that is party to the Agreement.

MarketResponse Affiliate: means any MarketResponse entity that is not party to the Agreement, including as applicable MarketResponse Nederland B.V. if it is not party to the Agreement, and any direct or indirect subsidiary of MarketResponse Nederland B.V. that is not party to the Agreement.

Security Breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Personal Data while such data is being Processed by MarketResponse under the Agreement and which is likely to pose a risk to the rights of the Data Subject.

Services: means MarketResponses performance of its obligations that require Processing of Personal Data under the Agreement.

Subprocessors: means MarketResponse Affiliates and/or any third-party subcontractors who have been engaged by MarketResponse to Process Personal Data in connection with the Services.

Term: means the period during which MarketResponse will perform the Services under the Agreement.

Third Country: means any country, organization, or territory not acknowledged by the European Commission or the UK government, as applicable, to ensure an adequate level of protection for Personal Data in accordance with Article 45 of GDPR.

UK Addendum: means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as revised by the UK Information Commissioner's Office from time to time.

UK Restricted Transfer: means a transfer (or onward transfer) to a Third Country of Personal Data originating in the UK that is subject to GDPR where any required adequacy means can be met by entering into the EU Standard Contractual Clauses and the UK Addendum.

Schedule 1 – Details of the Processing

Services: Client and/or its Client related Entity hereby instructs MarketResponse to perform the Processing necessary for the performance of the Services under the Agreement. Any additional specific instructions are to be agreed upon in writing.

Project: FILL IN (subject matter, nature, duration and purposes of the Processing)

MarketResponse will provide the following services:

- 1
- 2
- 3
- 4

Contact Details:

The email and mailing address(es) and phone numbers for Client's primary contact person(s) as set out in the Order Form and the contact details of the privacy officer or data processing officer:

NAME CLIENT

NAME PRIVACY - OR DATA PROTECTION OFFICER

E-MAIL ADDRESS

TEL

MOBILE

The contact details of MarketResponse:

MarketResponse

Data protection officer

Stationsplein 32

3511 ED UTRECHT

e-mail: fg@marketresponse.nl

Categories Personal Data:

MarketResponse will receive or have access to or access to the following (categories of) data that are directly or indirectly traceable to an identified or identifiable natural person:

- 1
- 2
- 3
- 4

Categories Data Subject:

Personal Data included above relate to the following groups of individuals:

- 1
- 2
- 3
- 4

Deletion practices or retention periods:

As referred to in Section 9.1 the following is agreed:

- within 6 (six) months after expiration of the Term
- the following specific practices is required:

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Subprocessors

Permission is hereby given for Subprocessors:

Name	EEA	Country acknowledge by European Commission or the UK government with adequate level of protection (e.g. Data Privacy Framework)	Third Country (EU Standard Contractual Clauses or UK Addendum or Alternative Standard Solution)	Processing
<company name>	<EEA country>	<non EEA country>	<non EEA country> <specify solution>	<delivered Services>
N.A.		N.A.	N.A.	N.A.

Signature and Date: By entering into the Agreement and by signing this Schedule, Client is also deemed to have signed the EU Standard Contractual Clauses entered into by Client and MarketResponse pursuant to Sections 5.2.2 and 5.3.2 of the Addendum, including the Schedule, as of the effective date of the Agreement. This Addendum, the Order Form and this Schedule together constitutes the processing agreement as referred to in Applicable Data Protection Laws. For the sake of completeness please sign and return this Schedule to MarketResponse.

SIGNED for and on behalf of
MarketResponse

SIGNED for and on behalf of
Client
