



EXHIBIT- DATA PROCESSING REQUIREMENTS

This describes the data processing requirements that must be implemented, maintained by Vendor at its own cost and expense, from the effective date of the applicable agreement (the “Agreement”) throughout its term. All capitalized terms used but not otherwise defined in this Exhibit will have the meanings set forth in the Agreement.

1 Definitions

- 1.1 Applicable Laws:** Means any requirement arising under any constitution, law, statute, code, treaty, decree, rule, executive order, ordinance, or regulation or any determination or direction of any arbitrator or any Governmental Authority (defined below) including any of the foregoing that relate to data use, privacy, or protection, pertaining to privacy, data protection, or data transfer, including all privacy and security breach disclosure laws, implementing laws, ordinances, permit, regulation, rule, code, order, constitution, treaty, common law, judgment, ruling, decree, other requirement, or rule of law, in each case, of any Governmental Authority, including, as applicable, 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, and repealing Directive 95/46/EC (General Data Protection Regulation, “GDPR”); individual state breach notification laws; the Children’s Online Privacy Protection Act (“COPPA”) of 1998, as amended, the Telephone Consumer Protection Act of 1991, as amended; the Do-Not-Call Implementation Act of 2003, as amended; the California Consumer Protect Act (“CCPA”); Section 5 of the Federal Trade Commission Act of 1914, as amended (as the same has been interpreted to apply to privacy, data protection, breach disclosure, or data transfer issues); and any other privacy laws that may come into effect.
- 1.2 Governmental Authority:** Means any federal, state, provincial, municipal, local or foreign government, political subdivision, legislature, court, agency, department, bureau, commission, other governmental or quasi-governmental regulatory authority, body, or instrumentality, or body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.
- 1.3 Morley:** Means Morley Companies, Inc., its affiliates, and subsidiaries that have contracted with Third Party (defined below) to provide services to individuals, e.g., hotel accommodations, transportation, etc.
- 1.4 Parties:** Means Morley and Third Party collectively.
- 1.5 Personally Identifiable Information (“PII”):** Information in any format about an identifiable individual including, but not limited to, name, address, phone number, email address, account number(s), identification number(s), any other actual or assigned attribute associated with or identifiable to an individual, and any information that when used separately or in combination with other information could identify an individual.
- 1.6 Third Party:** Means the entity/individual Morley has contracted with to provide services to individuals, e.g., hotel accommodations, transportation, etc.

2 Third Party Responsibilities

- 2.1** Third Party acknowledges that by doing business and providing services to Morley and Morley's clients and individuals of Morley's clients that Third Party may receive PII. Given the sensitive nature of the PII, Third Party must comply with all Applicable Laws including any legally required codes of conduct, including those relating to privacy, security, and data protection.
- 2.2** Third Party shall protect and secure PII by taking administrative, physical, and other measures to implement privacy or data protection policies and procedures that are compliant with the terms of this Exhibit. Taking into account the state of the art and the risks that are presented by the use of the PII, Third Party will implement and maintain reasonable and appropriate practices, procedures, and systems, including administrative, technical, and physical safeguards to (i) protect the security, confidentiality, and integrity of PII; (ii) ensure against anticipated threats or hazards to the security or integrity of PII; (iii) protect against unauthorized access to or use of PII; and (iv) otherwise comply with its obligations under the terms of this Exhibit. These measures shall include as appropriate:
- 2.2.a** Measures to ensure that the PII can be accessed only by authorized personnel;
 - 2.2.b** In assessing the appropriate level of security, account shall be taken in particular of all the risks that are presented by processing, for example from accidental or unlawful destruction, loss or alteration, unauthorized or unlawful storage, processing, access or disclosure of the PII;
 - 2.2.c** The pseudonymization and encryption of the PII;
 - 2.2.d** The ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - 2.2.e** The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - 2.2.f** A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing the PII;
 - 2.2.g** Measures to identify vulnerabilities with regard to the processing of the PII in systems used to provide the services to Morley;
 - 2.2.h** The measures agreed upon by the Parties;
 - 2.2.i** A written data security plan;
 - 2.2.j** Employee training;
 - 2.2.k** Information access controls;
 - 2.2.l** Restricted disclosures;
 - 2.2.m** Systems protections, e.g., intrusion protection, data storage protection, and data transmission protection;
 - 2.2.n** Physical security measures; and

2.2.o In the case of Third Party processing European PII, Third Party agrees to take all measures required by Article 32 of the GDPR.

3 Third Party Disclosure of PII

3.1 In addition to the use and protection requirements described above, Third Party's disclosure of PII is also subject to the following requirements:

3.1.a Third Party personnel: Third Party shall not disclose PII to its personnel or allow its personnel to access PII except (i) for Third Party personnel who require PII to provide the services; (ii) with the prior written approval of Morley; or (iii) as required by Applicable Laws. When permitted, the disclosure or access to PII shall be limited to the specific information necessary for the individual to complete the assigned task. Third Party shall inform personnel with access to PII of the confidentiality requirements set forth in this document and train its personnel with access to PII on the proper use and protection of PII.

3.1.b Third parties: Third Party shall not sell, disclose, provide, or exchange PII to any third party other than Third Party's service providers and only upon the express written permission of Morley. Third Party may disclose PII to a service provider when the disclosure is required for Third Party to obtain products or services necessary for Third Party to complete its obligations to deliver the services after notice to Morley subject to Morley's written consent. The service providers set forth in any attached Schedule A have been preapproved by Morley. When permitted, the disclosure or access to PII shall be limited to the specific information necessary for the service provider to complete the assigned task.

- i.** Third Party will ensure that the third party to whom Third Party is permitted to transfer or provide access to PII signs a written agreement with Third Party in which the third party agrees to assume obligations at least as stringent as Third Party's obligations under the terms of this Exhibit, including but not limited to, restricting its use of PII to the use specified in the agreement between Third Party and the third party (which use must be in furtherance of and limited to Third Party's performance of its obligations hereunder), complying with all Applicable Laws and Morley's privacy policies, and providing notice of any actual or reasonably suspected security breach, unauthorized access, misappropriation, or other compromise of the security, confidentiality, or integrity of Morley PII. Third Party is responsible for the acts or omissions of its personnel and any third party to whom it transfers or provides access to PII.
- ii.** Third Party will not be in violation of its obligations hereunder when disclosure of PII to a third party is required pursuant to: (i) federal, state, provincial, or municipal laws or regulations, or (ii) the rules or regulations of any governmental agency, provided that Third Party provides Morley with prompt written notice in advance of the requested disclosure to provide an opportunity for Morley to object to the required disclosure.

3.1.c Third Party shall refer any person seeking access to any PII to Morley.

4 Notice of Breach of PII

4.1 Third Party will notify Morley within 24 hours of discovering or otherwise receiving information of an actual or reasonably suspected security breach, unauthorized access, misappropriation, or other compromise of the security, confidentiality, or integrity of PII, including without limitation upon Third Party's receipt of notice of a security breach from

a permitted service provider and, where applicable, immediately take action to prevent any further breach. Such notification shall be made to Morley at compliance@morleynet.com, with a copy to security.administrator@morleynet.com. In the event of a security breach, Third Party shall implement the remediation plan agreed to by the Parties.

5 Return, Destruction or Disposal of PII

5.1 Except where return or disposal is prohibited by Applicable Laws, promptly upon the earlier of the completion of the agreement to use PII or the request of Morley, all PII in any medium in Third Party's possession or under its control shall be (i) destroyed in a manner that prevents its recovery or restoration, or (ii) if so directed by Morley, returned to Morley without Third Party retaining any actual or recoverable copies thereof, in both instances without charge to Morley. Where Third Party retains PII, Third Party will limit Third Party's further use or disclosure of PII to that required by the Applicable Laws.

5.2 Third Party shall notify all third parties supporting its processing of the PII of the termination of the agreement with Morley and ensure that all such third parties either destroy the PII or return the PII without retaining any actual or recoverable copies thereof without charge to Morley.

6 Assistance to Morley

6.1 Third Party will cooperate with and provide information to Morley regarding Third Party's compliance with these provisions. The Parties further agree to modify this Exhibit as necessary from time to time for either party to comply with Applicable Laws.

6.2 Third Party will assist Morley by appropriate technical and organizational measures, insofar as possible, for the fulfillment of Morley's obligation to respond to requests for exercising an individual's right under the GDPR and all other Applicable Laws.

6.3 Third Party shall assist Morley in ensuring compliance with the obligations under Section 4 (Notice of Breach of PII) and prior consultations with supervisory authorities required under Article 36 of the GDPR, taking into account the nature of processing and the information available to Third Party.

6.4 Third Party shall make available to Morley all information necessary to demonstrate compliance with Third Party's obligations and allow for and contribute to audit, including inspections, conducted by Morley or another auditor mandated by Morley.

7 Morley Right to Audit

7.1 Third Party shall permit Morley and its authorized representatives to audit Third Party's compliance with the terms of this Exhibit at any time during Third Party's normal business hours upon at least seven (7) calendar days' advance written notice to Third Party. Third Party shall also obtain for Morley the right at any time during normal business hours to audit any facilities or entities used to fulfill Third Party's obligations under the Agreement.

8 Morley Related Company PII

8.1 If Third Party processes the PII of any Morley client when providing the service, such Morley related company is an intended third-party beneficiary of the terms of this Exhibit, and the terms are intended to inure to the benefit of Morley's related company. Morley's

related companies will be entitled to enforce all terms of this Exhibit against Third Party as if each were a signatory to the relevant agreement or purchase order.

9 Morley's Obligations With Respect to PII

9.1 Morley may store PII on servers in the United States. To the extent required for Morley to comply with any Applicable Laws, Morley is responsible for providing any necessary notices to and collecting any necessary consents from Morley's personnel and all other individuals to which the PII relates to support such storage and as necessary for Third Party and its service providers to perform their obligations and exercise their rights under their services agreement. Morley's responsibilities under this paragraph shall apply with respect to any personnel of Morley and Morley's Related Companies who have access to Third Party PII.

10 Third Party's Obligations With Respect to Third Party PII

10.1 Third Party may store PII on servers in the United States. To the extent required for Third Party to comply with any Applicable Laws, Third Party is responsible for providing any necessary notices to and collecting any necessary consents from Third Party's personnel and all other individuals to which the PII relates to support such storage and as necessary for Morley and its related companies to perform their obligations and exercise their rights under their services agreement. Third Party's responsibilities under this paragraph shall apply with respect to any personnel of Third Party's affiliates and any service providers of Third Party who provide services to Morley.

11 European PII

11.1 Where Third Party processes PII to which the GDPR applies ("European PII"), Third Party will be a processor and shall act on behalf of Morley as controller and will, in addition to the compliance set forth above:

11.1.a Ensure its employees, agents, or independent contractors with access to European PII are subject to a contractual or statutory obligation to keep European PII confidential;

11.1.b Promptly notify Morley (i) if Third Party is legally required to process European PII otherwise than as instructed by Morley before such processing occurs, unless the law requiring such processing prohibits Third Party from doing so on an important ground of public interest; and (ii) of any instruction given by Morley in relation to European PII which, in Third Party's opinion, infringes Applicable Laws;

11.1.c Assist Morley (i) in ensuring compliance with Morley's obligation to respond to requests for exercising data subject's rights under GDPR; and (ii) in relation to any data protection impact assessment, notification or regulatory consultation that Morley is legally required to make in respect of European PII;

11.1.d Not subcontract any of its services or processing operations unless Third Party has (i) obtained specific prior written consent from Morley to do so; or (ii) obtained general written authorization from Morley to do so and has notified Morley of any intended changes concerning the addition or replacement of service providers, giving Morley the opportunity to object to such changes; and

11.1.e Not export any European PII which is processed within the European Economic Area without the prior written permission of Morley and, where permission is granted, taking such steps as Morley may reasonably require in order to ensure such export is carried out in accordance with the GDPR.

11.2 Where there is any conflict between this European PII section and the remaining sections of this Exhibit, this European PII section shall take precedence in relation to the processing of European PII. For the purposes of this European PII section, the terms “controller,” “data subjects,” “processor,” and “process” shall have the meaning given to them by the GDPR.

12 Confidential Information

12.1 In addition to PII, Morley may make certain other sensitive, confidential, and proprietary information available to Third Party relating to intellectual property and trade secrets belonging to Morley and its clients (“Proprietary Information” as defined below).

12.2 The parties desire to allow access to the Proprietary Information and comply with the confidential treatment set forth in this Agreement.

12.3 All information, whether written, oral, electronic, or in any other medium, furnished by or on behalf of Morley to Third Party, regardless of the manner in which or the medium in or on which such information is furnished, stored, or displayed, is agreed and deemed to be both confidential and proprietary (“Proprietary Information”). Written information supplied to Third Party may be marked “Proprietary,” but the failure to so mark such information shall not be deemed a waiver by Morley of confidentiality. Third Party agrees that this Agreement prohibits it from disclosing that it provided services to Morley. Third Party agrees that it shall be liable and responsible to Morley for any breach of Third Party’s obligations and duties under this Agreement.

12.4 The Proprietary Information shall be used solely for the purpose of Third Party performing services for Morley or a Morley client and shall not be used for any other purpose. All Proprietary Information supplied by Morley shall remain the property of Morley.

13 Liability and Indemnity

13.1 Third Party indemnifies Morley and holds Morley harmless against all claims, actions, third-party claims, losses, damages and expenses incurred by Morley and arising directly or indirectly out of or in connection with a breach of this Exhibit and/or the Applicable Laws by Third Party.

13.2 Morley indemnifies Third Party and holds Third Party harmless against all claims, actions, third-party claims, losses, damages and expenses incurred by Morley and arising directly or indirectly out of or in connection with a breach of this Exhibit and/or the Applicable Laws by Morley.

14 Duration and Termination

14.1 This Exhibit comes into effect when the master vendor agreement for services comes into effect or any subsequent statement of work.

14.2 Termination or expiration of this Exhibit does not discharge Third Party from its confidentiality obligations.

14.3 Third Party shall process PII until the date of termination of this Exhibit unless instructed otherwise by Morley, or until such PII is returned or destroyed on Morley’s instruction.

15 Controlling Language

15.1 Except as provided in this paragraph, the English version of this Exhibit will apply in the event of any disagreement over any translation. Where the Exhibit has been translated from English to another language in order for the Exhibit to be binding under local law, the non-English version will apply in the event of any disagreement over any translation.

16 Miscellaneous

16.1 In the event there is an inconsistency between the provisions of this Exhibit and the master services agreement between the Parties, the provisions of this Exhibit prevail.