DATA PROCESSING AGREEMENT

This Data Processing Agreement ("Agreement") dated   (the "Effective Date") between: Fundraise Up Inc., a Delaware corporation with a place of business at 114 8th Street, Brooklyn, New York 11215 USA ("Vendor") acting on its own behalf and as agent for its Affiliates, and

, a

with a place of business at   ("Company") acting on its own behalf and as agent for its Affiliates.

1. Definitions

   1.1.   The definitions of this Section 1.1 shall apply to this Agreement, and cognate terms shall be construed accordingly.

      1.1.1.   "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

      1.1.2.   "Applicable Laws" means any United States, European Union ("EU"), Member State, or the data protection or privacy laws of any other country, that apply to any Company Personal Data and to which any Contracted Vendor or Company Group Member is subject.

      1.1.3.   "Company Group Member" means Company or any Company Affiliate.

      1.1.4.   "Company Personal Data" means any Personal Data Processed by a Contracted Vendor on behalf of a Company Group Member pursuant to this Agreement.

      1.1.5.   "Contracted Vendor" means Vendor, a sub-contractor, a Subprocessor, or Affiliates thereof.

      1.1.6.   "Data Subject" means an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to Personal Data, and who is resident in a country, state, or other region to which one or more Applicable Laws apply.

      1.1.7.   "EEA" means the European Economic Area.

      1.1.8.   "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

      1.1.9.   "GDPR" means EU General Data Protection Regulation 2016/679.

      1.1.10.   "Personal Data" means generally personal data and/or personal information as defined under Applicable Laws including, but not limited to, 'personal data' as defined under the GDPR. Personal Data excludes publicly available, anonymous, pseudonymous (provided the key to re-identifying any Data Subject is kept separate and secure), de-identified, statistical, and/or aggregate information.

      1.1.11.   "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, exfiltration or theft of, Personal Data transmitted, stored, or otherwise Processed.

1.1.12. "Processing" or any variation thereof, including cognate forms, with respect to data means any operation or set of operations performed upon personal data or sets of personal data, whether or not by automated means, including, but not limited to collection, recording, organization, disclosure by transmission, storage, dissemination or otherwise making available, retrieval, use, erasure, or destruction.

1.1.13. "Restricted Transfer" means:

1.1.13.1. a transfer of Company Personal Data from any Company Group Member to a Contracted Vendor; or

1.1.13.2. any onward transfer of Company Personal Data from any Contracted Vendor to another Contracted Vendor, or between two facilities of a Contracted Vendor;

in each case, where such transfer would be prohibited by Applicable Laws in the absence of appropriate safeguards, as required by GDPR Article 46, including without limitation, Standard Contractual Clauses, binding corporate rules, or other approved mechanisms ("Appropriate Safeguard").

1.1.14. "Services" means the services and other activities to be provided by a Contracted Vendor for a Company Group Member.

1.1.15. "Standard Contractual Clauses" means the contractual clauses set out by Commission Decision 2010/87/EU.

1.1.16. "Subprocessor" means any person (including any third party and any Vendor Affiliate, or sub-contractor, but excluding employees of Vendor or its sub-contractors) appointed by or on behalf of Vendor or any Vendor Affiliate to Process Personal Data on behalf of any Company Group Member in connection with this Agreement.

1.2. The terms, "Commission," "Controller," "Member State," "Processor," and "Supervisory Authority" shall have the meanings assigned in the EU Data Protection Laws.

1.3. The word "include" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Status of the Parties.

For the purposes of this Agreement, the Vendor shall be a Processor and Company shall be a Controller.

3. Processing of Company Personal Data.

3.1. Each Contracted Vendor shall:

3.1.1. comply with all Applicable Laws in the Processing of Company Personal Data;

3.1.2. if required by GDPR Article 30, maintain a record of all Processing activities carried out on Company Personal Data; and

3.1.3. only Process Company Personal Data as instructed by the relevant Company Group Member, unless such Processing is required by Applicable Laws in which case the

Contracted Vendor shall inform the Company Group Member of that legal requirement (to the extent permitted by the Applicable Laws) before Processing that Company Personal Data, or unless such instruction is, in the Contracted Vendor's good faith belief, violative of Applicable Laws, in which case the Contracted Vendor will immediately notify Company that it is unable to comply with said instruction.

3.2. Each Company Group Member hereby:

    3.2.1. instructs Contracted Vendor, only as necessary to provide, and in furtherance of, the Services, to:

        3.2.1.1. Process Company Personal Data; and

        3.2.1.2. transfer Company Personal Data to any country or territory,

    provided that, if necessary, an Appropriate Safeguard is in place before any such transfer takes place;

    3.2.2. agrees that it shall, at all times relevant to this Agreement, comply with all Applicable Laws;

    3.2.3. represents and warrants that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in Section 3.2.1 on behalf of each relevant Company Affiliate; and

    3.2.4. represents and warrants that it will determine an appropriate legal basis, or bases, for the Processing of Company Personal Data which is necessary to perform the Services, and will upon request by Vendor provide proof of the legal basis/bases for processing, as well as compliance with Applicable Laws.

3.3. Pursuant to GDPR Article 28(3), Company agrees that the descriptions of i) the subject matter, duration, nature and purpose of Processing, ii) the types of Company Personal Data to be Processed, and iii) the categories of Data Subjects within the Company Personal Data to be Processed under this Agreement, are sufficiently specified in the Contracted Vendor's technical documentation as received by Company and within Annex 1, attached to this Agreement. Company will notify the Contracted Vendor with respect to any revisions to such descriptions that may be required regarding the Company Personal Data. Upon written notice to Company, the Vendor may make reasonable revisions to such descriptions from time to time in order to maintain compliance with Applicable Laws.

4. Contracted Vendor Personnel.

    Each Contracted Vendor shall ensure the reliability of any employee, agent or contractor of such Contracted Vendor who may have access to the Company Personal Data; and ensure in each case that access is strictly limited to those individuals that have a need to know or access the relevant Company Personal Data to perform the Services hereunder, who are obligated to keep such Company Personal Data confidential, and to comply with Applicable Laws in the context of that individual's duties.

5. Security.

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risks (of varying likelihood and severity) to the rights and freedoms of natural persons, each Contracted Vendor shall implement

appropriate technical and organizational measures to ensure a level of security appropriate to those risks, including, as appropriate, the security measures referred to in GDPR Article 32(1) (e.g., pseudonymization and encryption).

5.2. In assessing the appropriate level of security provided under Section 5.1, each Contracted Vendor shall take into account the risks that arise from their respective Processing of Company Personal Data, including Personal Data Breaches

5.3. In the event that the Vendor receives a request from a government agency or law enforcement authority to produce, or provide it with access to, Company Personal Data, it shall:

5.3.1. Notify Company of such request to the extent that it is legally permitted to do so;

5.3.2. Make a good faith effort to determine if such request is legally enforceable; and

5.3.3. Disclose only the minimum necessary to comply with such request if such request is legally enforceable.

6. Subprocessing.

6.1. Each Company Group Member: i) approves Vendor's and each Vendor Affiliate's current Subprocessors; and ii) authorizes Vendor and each Vendor Affiliate to appoint (and permit authorized Subprocessors to appoint) new Subprocessors in accordance with this Section 6.

6.2. Vendor and any applicable Vendor Affiliate shall give Company, if it subscribes, prior written notice before appointing any new Subprocessor, including details of the Processing to be undertaken by the Subprocessor. Company must subscribe to receive such notices by emailing legal@fundraiseup.com with "Subscribe" in the subject line and providing sufficient detail so as to identify this Agreement. If, within fifteen (15) days of receipt of such notice, Company notifies Vendor in writing of any reasonable objections to the proposed appointment, then neither Vendor nor any Vendor Affiliate shall appoint, or disclose any Company Personal Data to, such proposed Subprocessor. Vendor or the applicable Vendor Affiliate may then develop and disclose to Company a written plan to address the objections raised by Company. If Company accepts such plan in writing, then Vendor or the applicable Vendor Affiliate may proceed to appoint the proposed Subprocessor. If Company reasonably objects to such plan as insufficient, the parties shall work together in good faith to either adjust the plan, or effect a commercially reasonable change in the provision of the Services that avoids the use of that proposed Subprocessor. If the forgoing change in the provision of the Services is not commercially reasonable as agreed by the parties, either party may terminate this Agreement upon written notice to the other party.

6.3. With respect to each Subprocessor, the Vendor or relevant Vendor Affiliate shall:

6.3.1. ensure that the Subcontractor is bound by a written agreement that offers terms at least as restrictive as those set out in this Agreement, and meets the requirements of Article 28(3) of the GDPR ("Subprocessor Agreement");

6.3.2. ensure that an Appropriate Safeguard is in place with any Subprocessor prior to any contemplated Restricted Transfers; or ensure that Subprocessor enters into an agreement with the relevant Company Group Member(s) incorporating the Standard Contractual Clauses (and Company shall ensure that each relevant Company Affiliate executes such Standard Contractual Clauses) before the Subprocessor may Process Company Personal Data; and

6.3.3. provide copies of the Subprocessor Agreement to Company for review (which copies may be redacted to remove confidential information not relevant to the requirements of this Agreement) as Company may request from time to time.

6.4. Vendor shall remain responsible for its compliance with the obligations of this Agreement and for any acts or omissions of its Subprocessors that cause Vendor to breach any of its obligations under this Agreement.

7. Data Subject Rights.

7.1. Taking into account the nature of the Processing, each Contracted Vendor shall reasonably support each Company Group Member in implementing appropriate, and commercially reasonable, technical and organizational measures for the purpose of fulfilling Company Group Members' obligations to respond to requests to exercise Data Subject rights under the Applicable Laws.

7.2. Vendor shall:

7.2.1. promptly notify Company if any Contracted Vendor receives a request from a Data Subject under any Applicable Laws with respect to Company Personal Data; and

7.2.2. ensure that the Contracted Vendor does not respond to that request except: i) as agreed by the Vendor and the Company; or ii) as required by Applicable Laws to which the Contracted Vendor is subject, in which case Vendor shall (to the extent permitted by Applicable Laws) inform Company of that legal requirement before the Contracted Vendor responds to the request.

8. Personal Data Breach.

Vendor shall, without undue delay, notify Company upon becoming aware that any Contracted Vendor experienced Personal Data Breach affecting Company Personal Data, and provide Company with a primary point of contact at the Contracted Vendor and sufficient information to allow each Company Group Member to meet any obligations to report or inform the applicable Data Subjects and/or Supervisory Authorities of the Personal Data Breach under the Applicable Laws. Such information may be provided in phases if it is impossible or impractical to provide simultaneously.

9. Data Protection Impact Assessment and Prior Consultation.

Each applicable Contracted Vendor shall provide reasonable assistance to each Company Group Member in performing any data protection impact assessments and/or relevant consultations with Supervisory Authorities or other competent data privacy authorities, which Company reasonably considers to be required of any Company Group Member by GDPR Articles 35 or 36, or equivalent provisions of any other Applicable Laws, in each case solely in relation to Processing of Company Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Vendor. Any such assistance provided by a Contracted Vendor to a Company Group Member shall be at Company's sole cost and expense.

10. Deletion or Return of Company Personal Data.

10.1. Subject to Sections 10.2 and 10.3, each applicable Contracted Vendor shall within thirty (30) days after the date of cessation of Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and ensure the deletion of all copies of those Company Personal Data.

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10.2. Subject to Section 10.3, Company may by written notice to Vendor within thirty (30) days of said notice require each applicable Contracted Vendor to (a) return a complete copy of all Company Personal Data in such Contracted Vendor's possession, or under its control, to Company by secure file transfer in any common digital format; and (b) delete and ensure the deletion of all copies of Company Personal Data Processed by any Contracted Vendor in such Contracted Vendor's possession, or under its control.

10.3. Notwithstanding anything to the contrary in 10.1 and 10.2, each Contracted Vendor may retain Company Personal Data to the extent and for such period as is required by Applicable Laws, provided that such Contracted Vendor shall ensure the confidentiality of all such retained Company Personal Data, and shall ensure that the Company Personal Data are only retained only for the purpose(s) specified in the Applicable Laws requiring its retention. For the avoidance of doubt, the terms and conditions of this Agreement shall continue to apply to such retained Company Personal Data for so long as it is retained by such Contracted Vendor.

11. Audit Rights.

11.1. Subject to Section 11.2, each applicable Contracted Vendor shall reasonably make available to each Company Group Member on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and cooperate with audits, including inspections, by any Company Group Member or an auditor appointed by any Company Group Member in relation to the Processing of the Company Personal Data by the Contracted Vendor.

11.2. The applicable Company Group Member undertaking an audit shall give at least fifteen (15) days' written notice to the applicable Contracted Vendor with regard to any audit or inspection to be conducted under Section 11.1, and shall reasonably avoid (and ensure that each of its appointed auditors reasonably avoids) causing any damage, injury or disruption to the Contracted Vendor's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection:

11.3. A Contracted Vendor need not give access to its premises for the purposes of an audit or inspection under Section 11.1:

11.3.1. to any individual unless he or she produces reasonable evidence of identity and authority;

11.3.2. without the person or entity conducting the audit binding itself in writing to terms of confidentiality acceptable to Vendor;

11.3.3. outside normal business hours; or

11.3.4. more than once per year.

11.4. In the event that an audit reveals the Contracted Vendor is not in compliance with the terms and conditions of this Agreement or Applicable Laws, the Company Group Member will promptly notify the Contracted Vendor of such non-compliance. The Vendor and/or Contracted Vendor agree(s) that such non-compliance shall be materially remedied within thirty (30) days of its receipt of notice of non-compliance, and if it does not, Vendor and/or Contracted Vendor further agrees that Company and/or applicable Company Group Member may immediately upon notice to Vendor, terminate this Agreement.

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11.5.   Any audit or inspection conducted under this Section 11 shall be at Company's sole cost and expense and Company shall indemnify, defend and hold harmless Contracted Vendor from any act or omission of any employee, agent or representative of Company or a mandated third party auditor during such audit or inspection.

12. Restricted Transfers.

12.1.   With respect to Restricted Transfers taking place between the Company Group Member and the Vendor, if applicable, the Company Group Member shall encrypt the Company Personal Data prior to transferring it to the Vendor, and the Appropriate Safeguard shall be as provided in Annex 2 to this Agreement. After careful consideration by the parties of the circumstances of such Restricted Transfer to the United States, the Appropriate Safeguard in Annex 2, and the additional safeguards provided in this Agreement, Data Subjects who are located in the EEA and whose Personal Data is Processed hereunder enjoy an essentially equivalent level of protection and rights as they do under the GDPR in the EEA with respect to their Personal Data ("Essential Equivalence").

12.2.   Before it commences any Restricted Transfer to a Subprocessor, a Contracted Vendor shall ensure that an Appropriate Safeguard exists between itself and the Subprocessor, or if necessary, between the Company Group Member (the "Data Exporter") and the Subprocessor (the "Data Importer") that provides Essential Equivalence for applicable Data Subjects, and if that is not the case, the Contracted Vendor shall institute such additional safeguards as are necessary to provide Essential Equivalence in the country that the Company Personal Data will be imported into.

12.3.   Notwithstanding anything to the contrary herein, for sole purpose of engaging in Restricted Transfers, which are strictly necessary to perform the Services under this Agreement, and only where the Standard Contractual Clauses are the Appropriate Safeguard selected, Company Group Member grants to the Contracted Vendor limited agency rights to enter into the Standard Contractual Clauses on its behalf with the applicable Vendor Affiliate or Subprocessor.

13. Term and Termination. This Agreement shall be effective from the Effective Date until the Services are completed, or the earlier termination of this Agreement by either party as set forth herein. This Agreement may be terminated for cause upon thirty (30) calendar days' notice if the other party breaches a material term of this Agreement, and such breach is not materially cured within thirty (30) calendar days. Additionally, Vendor may terminate this Agreement with or without cause upon ten (10) days' notice to Company without penalty, liability, or further obligation. Termination will not affect any part of this Agreement which is explicitly indicated to survive, or by its nature survives, the termination of this Agreement.

14. Indemnification. Company agrees to defend, indemnify, and hold harmless Vendor and all Contracted Vendors and their respective directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of a third-party lawsuit, investigation, allegation, proceeding or other claim arising from or relating to (i) the performance of the Services by any Contracted Vendor that were directed by a Company Group Member; (ii) any actual or alleged breach of this Agreement or applicable law by any Company Group Member(s); and (iii) the acts and omissions of Company Group Members.

15. Limitations.

   15.1. <u>Damages</u>. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, VENDOR SHALL NOT BE LIABLE TO COMPANY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM THE BREACH OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

   15.2. <u>Liability</u>. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, VENDOR'S MAXIMUM AND TOTAL LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS ACTUALLY PAID BY COMPANY TO VENDOR IN CONNECTION WITH THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PROCEEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

16. General Terms.

   16.1. <u>Governing Law and Jurisdiction; Arbitration</u>.

      16.1.1. The laws of the EU Member State in which the Company is established, or, if the Company is not established in the EU, the laws of the State of New York, USA, shall govern the validity, construction, performance, and enforcement of this Agreement without giving effect to the principle of conflict of laws.

      16.1.2. <u>Arbitration</u>. Each party agrees to submit any and all disputes, claims and controversies arising between the parties hereto to final and binding arbitration, which shall be administered by the American Arbitration Association ("AAA") in accordance with its rules then in effect, including with respect to the payment of all filing, administration and arbitrator fees. Any arbitration brought hereunder shall be heard by three (3) independent and impartial arbitrators. Two arbitrators shall be selected by the respective parties, one by the claimant(s) and one by the respondent(s). The third arbitrator shall be appointed by the two party-appointed arbitrators or by the AAA if such two arbitrators cannot agree. The place of the arbitration shall be New York, New York. Such Arbitration shall take place in English. Any party's refusal to select, or unreasonable delay in selecting, an arbitrator shall be considered a material breach of this Agreement. The arbitrators shall have the authority to grant any equitable and legal remedies that would be available in any judicial proceeding intended to resolve a dispute. Notwithstanding the foregoing, either party shall be entitled to bring an action seeking injunctive relief in any court of competent jurisdiction. The award rendered in an arbitration hereunder shall be final and non-appealable. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Each of the parties shall keep the proceedings and any and all transcripts, statements, documents, discovery, correspondence and all other non-public information produced or otherwise disclosed in connection with any such arbitration confidential.

      16.1.3. To the extent arbitration does not apply, Company agrees that any dispute arising out of or relating to the Service, or to Vendor, may only be brought by Company in a

state or federal court located in New York City, New York. EACH PARTY HEREBY WAIVES ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK.

16.2.   <u>Precedence</u>. In the event of inconsistencies between the provisions of this Agreement and any other agreements between the parties (except where explicitly agreed otherwise in writing by the parties), the provisions of this Agreement shall prevail with respect to the subject matter herein.

16.3.   <u>Independent Contractors</u>. Except with respect to the limited exception provided in Section 12.3 above, it is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, or agency. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

16.4.   Either party may upon at least thirty (30) days' written notice to the other party:

16.4.1.   terminate the use of a given Appropriate Safeguard, to the extent required by any change in, or decision of a competent authority under, the Applicable Laws in favor of another Appropriate Safeguard for making Restricted Transfers, and the notified party hereby agrees that it will execute such documents or agreements as may be reasonably necessary to do so, and to reasonably assist the notifying party in perfecting the same Appropriate Safeguards with any of its Subprocessors, if applicable; and

16.4.2.   propose any other variations to this Agreement that the notifying party reasonably considers to be necessary to address the requirements of any Applicable Laws. The parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Company's notice as soon as is reasonably practicable.

16.5.   If Company gives notice under Section 16.4.1:

16.5.1.   the Contracted Vendor shall reasonably co-operate (and ensure that any affected Subprocessors promptly co-operate, if applicable) to ensure that equivalent variations are made to any agreement put in place under Section 6.3.2; and

16.5.2.   Company shall not unreasonably withhold, condition, or delay agreement to any variations to this Agreement proposed by Vendor to protect the Contracted Vendor against additional risks associated with the variations made under Section 16.4.1 and/or 16.4.2.

16.6.   <u>Notice</u>. For purposes of all formal notices required to be given hereunder, the addresses of the parties hereto shall be as indicated below. All notices shall be in writing and shall be deemed to have been duly given on the date received if sent by first class registered or certified mail or its equivalent, return receipt requested, or overnight delivery service. All notices shall be addressed to the attention of the signatories of parties below at their respective addresses as first set forth above.

16.7. <u>Severability</u>. Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to make it valid and enforceable, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

16.8. <u>Assignment</u>. Except as otherwise expressly permitted in this Agreement, neither party may sell, transfer, or assign its rights and duties under this Agreement without the prior written consent of the other party. Any impermissible assignment or transfer shall be null and void. Notwithstanding the foregoing, either party may assign its duties and obligations under this Agreement in connection with an acquisition, merger, reorganization, recapitalization or a sale of substantially all of its assets. This Agreement shall inure to the benefit of the parties, their successors and permitted assigns.

16.9. <u>Waiver</u>. No waiver shall be effective unless consented to by both parties in writing. No failure or delay by either party in exercising any rights, powers, or remedies under this Agreement shall operate as a waiver of any such right, power, or remedy.

16.10. <u>Entire Agreement</u>. This Agreement and all of its appendices and exhibits, all of which are incorporated herein by reference, contains the entire understanding and agreement of the parties with respect to the subject matter contained herein. This Agreement supersedes all prior oral or written understandings and agreements relating thereto except as expressly otherwise provided, and may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the parties. The parties shall not require the consent or approval of any Company Affiliate or another Contracted Vendor to amend this Agreement.

16.11. <u>Counterparts</u>. This Agreement may be executed counterparts, by facsimile, electronic signature, scanned signature or otherwise, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[*Signatures on following page*]

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding upon the parties as of the Effective Date.

FUNDRAISE UP INC.

By: _Yuriy Smirnov_

Print Name: ___Yuriy Smirnov___

Title: ___Chief Technology Officer___

By: _____

Print Name: _____

Title: _____

ANNEX 1

TO THE DATA PROCESSING AGREEMENT

This Annex forms part of the Agreement as agreed by the parties.

1. Subject Matter of Processing: Vendor's provision of Services to the Company.

2. Categories of Data Subjects.

   2.1.   Individuals making donations to the Company, and individuals that work for the Company.

3. Categories of Personal Data.

   3.1.   Name, email address, location, name of employer, truncated payment card number, payment card CVC code, and IP address.

4. Special Categories of Data (if appropriate).

   4.1.   No special data collected, received or processed.

5. Processing operations and duration. The Personal Data transferred will be subject to the following basic Processing activities: managing an e-commerce platform for charitable organizations. Such Processing activities shall continue for the term of the provision of Services and for any amount of time thereafter which Company Personal Data is retained.

ANNEX 2

TO THE DATA PROCESSING AGREEMENT

This Annex forms part of the Agreement as agreed by the parties.

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: As indicated in the Agreement.

Address: As indicated in the Agreement.

Tel. ………………………..; fax ………………………..; e-mail: ………………………..

Other information needed to identify the organization

……

(the **data exporter**)

And

Name of the data importing organization: Fundraise Up Inc.

Address: 114 8th Street, Brooklyn, New York 11215 USA

Tel.   (718) 599-1129 ;   Fax ………………………..; e-mail: legal@fundraiseup.com

Other information needed to identify the organization

……

(the **data importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a)   'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([1]);

(b)   'the data exporter' means the controller who transfers the personal data;

(c)   'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and

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[1] Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

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who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been

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notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer ([2])

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of

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[2] Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defense, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognized sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

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its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organizational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

   (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

   (ii)   any accidental or unauthorized access; and

   (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become

insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

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Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses ([3]). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2.   The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely

        the Member State, if any, indicated as the address of the Company in the Agreement.

4.   The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1.   The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

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[3] This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.
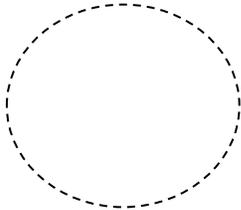
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On behalf of the data exporter: Company, as indicated in the Agreement

Name (written out in full): ……………………………………………………………………

Position: ……………………………………………………………………………………

Address: As indicated in the Agreement.

Other information necessary in order for the contract to be binding (if any):

…………………………….…………..

(stamp of organization)

On behalf of the data importer: Fundraise Up Inc.

Name (written out in full): Yuriy Smirnov

Position: Chief Technology Officer

Address: 114 8th Street, Brooklyn, New York 11215 USA

Other information necessary in order for the contract to be binding (if any):

……*Yuriy Smirnov*…………

(stamp of organization)

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Appendix 1

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is transferring the data to the data importer in order to utilize the data importer's services as described in the Agreement.

Data importer

The data importer is using the transferred data to manage its e-commerce platform designed to improve conversion and donations for charitable organizations, such as the data exporter.

Data subjects

The personal data transferred concern the categories of data subjects are as indicated in Annex 1 of the Agreement.

Categories of data

The personal data transferred concern the categories of data indicated in Annex 1 of the Agreement.

Special categories of data (if appropriate)

The personal data transferred concern the special categories of data indicated in Annex 1 of the Agreement.

Processing operations

The personal data transferred will be subject to the following basic processing activities: the provision of Services pursuant to the Agreement; and the operation of an e-commerce platform.

DATA EXPORTER

Name: Company, as indicated in the Agreement

Authorized Signature   ..…………………………………

DATA IMPORTER

Name: Fundraise Up Inc.

Authorized Signature   *Yuriy Smirnov*

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Appendix 2

to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Secure socket layer level encryption; least privilege access; access control list and log; strictly enforced password policies; annual third party audit of security measures; and the entire network on which the e-commerce platform exists on a virtual private network.

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