

DATA PROCESSING ADDENDUM

Privacy Shield and EU Standard Contractual Clauses – v.01/01/18

This Data Processing Addendum (“DPA”) is entered into by and between Customer and HelloCrowd, Inc., on behalf of itself and its wholly-owned subsidiaries (collectively, “HelloCrowd”), and forms part of the Services Agreement(s) previously entered into by and between Customer and HelloCrowd (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data in accordance with the requirements of Data Protection Laws and Regulations. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Attachment 1 (including Appendices 1 and 2).
2. This DPA has been pre-signed on behalf of HelloCrowd. The Standard Contractual Clauses in Attachment 1 have been pre-signed by HelloCrowd, Inc.
3. To complete this DPA, Customer must:
 - a. Complete the information in the signature block and sign on Page 8.
 - b. Complete the information regarding the data exporter on Page 9.
 - c. Complete the information in the signature block and sign on Page 16 and 18.
4. Submit the completed and signed DPA to HelloCrowd via privacy@hellocrowd.net

Upon receipt of the validly completed DPA at this email address, this DPA will become legally binding.

This DPA supplements, but does not replace, any terms and conditions relating to Processing of Personal Data previously negotiated by Customer and contained in the Agreement (including any existing data processing addendum to the Agreement). To the extent that HelloCrowd and Customer have entered into a previous version of this DPA, upon execution by Customer, this DPA will replace and supersede, in its entirety, the previous version of this DPA.

Notwithstanding anything contained in the Agreement or in this DPA to the contrary, to the extent that the Privacy Shield is invalidated at any time during the term of the Agreement, or HelloCrowd chooses not to participate in the EU-U.S. and/or Swiss-U.S. Privacy Shield, HelloCrowd and Customer hereby agree that this DPA and the attached Standard Contractual Clauses will govern the transfer of Personal Data from the European Economic Area and/or Switzerland.

DATA PROCESSING TERMS

In the course of providing the Services to Customer pursuant to the Agreement, HelloCrowd may Process Personal Data on behalf of Customer. HelloCrowd agrees to comply with the following provisions with respect to any Personal Data submitted by or for Customer to the Services or collected and Processed by or for Customer using the Services.

1. DEFINITIONS

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

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller.

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement, including but not limited to the EU-U.S. Privacy Shield and the Swiss- U.S. Privacy Shield administered and enforced by the U.S. Department of Commerce.

“Data Subject” means the individual to whom Personal Data relates.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

“Privacy Shield” means, individually and collectively, the European Union- and Swiss- United States Privacy Shield Frameworks administered and enforced by the U.S. Department of Commerce.

“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, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

“Sensitive Information” means Personal Data specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, or information specifying the sex life of the individual. The Data Controller’s transfer of Sensitive Information to HelloCrowd is subject to the terms and conditions of the Agreement.

“Standard Contractual Clauses” means the agreement executed by and between Customer and HelloCrowd and attached hereto as Attachment 1 pursuant to the European Commission’s decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Sub-processor” means any Data Processor engaged by HelloCrowd.

2. PROCESSING OF PERSONAL DATA

2.1. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller, HelloCrowd is a Data Processor, and that HelloCrowd will engage Sub-processors pursuant to the requirements set forth in section 5, “Sub-processors,” below. The parties also acknowledge and agree that through its use of the Service under the Agreement, Customer may act as a Processor in certain instances.

2.2. Customer’s Processing of Personal Data. To the extent that Customer acts as a Data Processor, Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Where Customer acts as a Data Controller, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3. HelloCrowd’s Processing of Personal Data. HelloCrowd shall only Process Personal Data on behalf of and in accordance with Customer’s instructions and shall treat Personal Data as Confidential Information. Customer instructs HelloCrowd to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Customer and Data Subjects in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. To the extent necessary for those purposes, HelloCrowd will

take reasonable steps to ensure that the Personal Data is reliable for its intended use, accurate, complete, and current.

3. RIGHTS OF DATA SUBJECTS

- 3.1. Access; Correction, Blocking and Deletion.** To the extent Customer, in its use of the Services, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws and Regulations, HelloCrowd shall comply with any commercially reasonable request by Customer to facilitate such actions to the extent HelloCrowd is legally permitted to do so. To the extent legally permitted, Customer shall be responsible for any costs arising from HelloCrowd's provision of such assistance.
- 3.2. Data Subject Requests.** HelloCrowd shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that person's Personal Data. HelloCrowd shall not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to Customer. HelloCrowd shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Services. If legally permitted, Customer shall be responsible for any costs arising from HelloCrowd's provision of such assistance.
- 3.3. Onward Transfer.** When transferring Personal Data to a third party acting as HelloCrowd's agent, HelloCrowd will: (i) only transfer such Personal Data for the purposes of providing the Services under the Agreement; (ii) will ascertain that the agent is obligated to provide at least the same level of protection as is required by the Privacy Shield Principles; (iii) take reasonable and appropriate steps to ensure that the agent processes the Personal Data in a manner that is consistent with the Privacy Shield Principles; (iv) upon notice, take reasonable and appropriate steps to stop and remediate any unauthorized Processing; and (v) provide a summary or a representative copy of the relevant privacy provisions of its contract with such agent upon request of the U.S. Department of Commerce.
- 3.4. Opt-in/Opt-out Requests.** HelloCrowd will provide Customer with the ability for Data Subjects to: (i) opt-out of the onward transfer of Personal Data to a third party (except a service provider, including a Sub-processor); (ii) opt-out of use of the Data Subject's Personal Data for a purpose that is materially different from the purpose for which it was

originally collected by Customer and/or authorized for HelloCrowd's use; and (iii) opt-in to the onward transfer of Sensitive Information.

- 3.5. Recourse.** As part of HelloCrowd's participation in the Privacy Shield, Customer and Data Subjects may seek independent, third party dispute resolution through HelloCrowd's relationship with Privacy Shield. Disputes may be submitted at <https://www.bbb.org/EU-privacy-shield/for-eu-consumers>. The Dispute Resolution process is only available in English. To the extent that it is determined that HelloCrowd is not in compliance with the Data Protection Laws and Regulations, HelloCrowd will use best efforts to timely remedy any problems arising out of its failure to comply.

4. HELLOCROWD PERSONNEL

- 4.1. Confidentiality.** HelloCrowd shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. HelloCrowd shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2. Reliability.** HelloCrowd shall take commercially reasonable steps to ensure the reliability of any HelloCrowd personnel engaged in the Processing of Personal Data.
- 4.3. Limitation of Access.** HelloCrowd shall ensure that HelloCrowd's access to Personal Data is limited to those personnel who require such access to perform the Agreement.
- 4.4. Data Protection Officer.** HelloCrowd has designated data protection personnel where such appointment is required by Data Protection Laws and Regulations. HelloCrowd designated data protection personnel may be reached at privacy@HelloCrowd.com.

5. SUB-PROCESSORS

- 5.1. Appointment of Sub-processors.** Customer acknowledges and agrees that (a) HelloCrowd's Affiliates may be retained as Sub-processors; and (b) HelloCrowd and HelloCrowd's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.
- 5.2. Liability.** HelloCrowd shall be liable for the acts and omissions of its Sub-processors to the same extent HelloCrowd would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

- 6.1. Controls for the Protection of Personal Data.** HelloCrowd shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. HelloCrowd regularly monitors compliance with these safeguards. HelloCrowd will not materially decrease the overall security of the Services during the term of the Agreement.
- 6.2. Third-Party Certifications and Audits.** Upon Customer's written request no more than once annually, HelloCrowd shall provide a copy of its then most recent third-party audits or certifications, as applicable, or any summaries thereof, that HelloCrowd generally makes available to its customers at the time of such request.

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

To the extent permitted by law, HelloCrowd will notify Customer upon confirmation of any actual unauthorized disclosure of Customer Data, including Personal Data, by HelloCrowd or its Sub-processors of which HelloCrowd becomes aware (a "Security Breach"). To the extent such Security Breach is caused by a violation of the requirements of this DPA by HelloCrowd, HelloCrowd shall make reasonable efforts to identify and remediate the cause of such Security Breach.

8. RETURN AND DELETION OF CUSTOMER DATA

HelloCrowd shall return Customer Data to Customer and delete Customer Data in accordance with the procedures and timeframes specified in the Agreement.

9. ADDITIONAL TERMS RELATING ONLY TO STANDARD CONTRACTUAL CLAUSES

- 9.1.** To the extent that the Standard Contractual Clauses govern the transfer of Personal Data between Customer and HelloCrowd, they apply only to Personal Data that is transferred from the European Economic Area (EEA) to outside the EEA, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the EU Data Protection Directive), and (ii) not covered by a suitable framework recognized by the relevant authorities or courts as providing an adequate level of protection for personal data, including but not limited to Binding Corporate Rules for Processors.
- 9.2.** The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased HelloCrowd Services on the basis of an Order Form.

For the purpose of the Standard Contractual Clauses and this Section 9, the aforementioned entities shall be deemed “Data Exporters.”

- 9.3. Objective and Duration.** The objective of Processing of Personal Data by HelloCrowd is the performance of the HelloCrowd Services pursuant to and in accordance with the terms and conditions of the Agreement.
- 9.4. Instructions.** This DPA and the Agreement are Data Exporter’s complete and final instructions to Data Importer for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Data Exporter to process Personal Data: (a) processing in accordance with the Agreement and applicable Order Form(s); and (b) processing initiated by Users in their use of the HelloCrowd Services.
- 9.5. Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, the Data Exporter acknowledges and expressly agrees that HelloCrowd’s Affiliates may be retained as Sub-processors; and (b) HelloCrowd and HelloCrowd’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the HelloCrowd Services. The parties agree that the copies of the Sub-processor agreements that must be sent by the Data Importer to the Data Exporter pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by the Data Importer beforehand; and, that such copies will be provided by Data Importer only upon reasonable request by Data Exporter.
- 9.6. Audits and Certifications.** The parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Data Exporter’s request, and subject to the confidentiality obligations and other applicable terms and conditions set forth in the Agreement, Data Importer shall make available to Data Exporter (or Data Exporter’s independent, third-party auditor that is approved by Data Importer, such approval not to be unreasonably withheld) information regarding the HelloCrowd’s compliance with the obligations set forth in this DPA in the form of the third- party certifications and audits. Customer may contact Data Importer in accordance with the “Notices” Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. Data Exporter shall reimburse Data Importer for any time expended for any such on-site audit at the HelloCrowd’s then-current professional services rates, which shall be made available to Data Exporter upon request. Before the commencement of any such on-site audit, Data Exporter and Data Importer shall mutually agree upon the

scope, timing, and duration of the audit in addition to the reimbursement rate for which Data Exporter shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Data Importer. Data Exporter shall promptly notify Data Importer with information regarding any non-compliance discovered during the course of an audit.

9.7. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) shall be provided by the Data Importer to the Data Exporter only upon Data Exporter's request.

9.8. Conflict. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses in Attachment 1, the Standard Contractual Clauses shall prevail.

10. LEGAL EFFECT

This DPA shall only become legally binding between Customer and HelloCrowd when the formal steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

HelloCrowd

HelloCrowd, Inc., a Delaware corporation.

2711 Centerville Rd, Suite 400, Wilmington,
Delaware, 19808

By:



Name: Greg Kockott

Title: Chief Executive Officer

Email: greg@helloworld.net

Client

Name:

Address:

By:

Name:

Title:

Email:

ATTACHMENT 1

**Commission Decision C(2010)593
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 organisation:

Address:

Tel.:; e-mail:

Other information needed to identify the organisation:

.....

(the data exporter)

And

Name of the data importing organisation: **HelloCrowd, Inc.,**

Address: **2711 Centerville Rd, Suite 400, Wilmington, Delaware, 19808;**

Tel.: **+1 (707) 706-0558;** Email: **privacy@hilocrowd.com**

Other information needed to identify the organisation: Not applicable

(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;
- 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 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 subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor 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 organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised 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 subprocessor 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 subprocessor 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 3

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 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 organisational 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, unauthorised 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 subprocessor 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 subprocessing 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 subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor 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

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 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 organisational 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 unauthorised access, and
 - iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised 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 subprocessing, 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 subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- i. that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- j. to send promptly a copy of any subprocessor 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 subprocessor 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 subprocessor 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 or by operation of law, in which case the data subject can enforce its rights against such entity.
3. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
4. 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 subprocessor 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 subprocessor agrees that the data subject may issue a claim against the data subprocessor 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 subprocessor 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 subprocessor, 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 subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, 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.

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 issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

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 subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor 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 subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing 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.
4. The data exporter shall keep a list of subprocessing 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 subprocessor 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 subprocessor 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.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

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

Signature.....

(stamp of organisation)

On behalf of the data importer:

Name: Greg Kockott

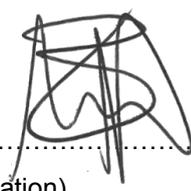
Position: Chief Executive Officer

Address: 2711 Centerville Rd, Suite 400, Wilmington, Delaware, 19808;

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

Signature.....

(stamp of organisation)



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 (please specify briefly your activities relevant to the transfer):

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased HelloCrowd Services on the basis of one or more Order Form(s).

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

HelloCrowd, Inc. is a provider of enterprise cloud computing solutions which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the HelloCrowd Services, the extent to which is determined and controlled by data exporter in accordance with the terms of the Agreement, and which may include Personal data relating to the following categories of data subjects:

- Data exporter and its Affiliates, their employees, agents, advisors, subcontractors, freelancers (who are natural persons)
- Data exporter's and its Affiliates' end users authorized by data exporter to use the HelloCrowd Services

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the HelloCrowd Services, the extent to which is determined and controlled by data exporter in accordance with the terms of the Agreement, and which may include the following categories of Personal Data:

- Business and/or personal contact information (company, email, phone number, physical business address)

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Data exporter may, if permitted pursuant to the terms of the Agreement, submit special categories of data to the HelloCrowd Services, the extent of which is determined and controlled by the data exporter, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and the processing of data concerning health or sex life.

Processing operations

The Personal Data transferred will be subject to the following basic processing activities (please specify):
The objective of Processing of Personal Data by data importer is the performance of the HelloCrowd Services pursuant to the Agreement.

On behalf of the data exporter:

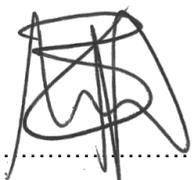
Name (written out in full):

Signature.....
(stamp of organisation)

On behalf of the data importer:

Name: Greg Kockott

Signature.....
(stamp of organisation)



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 organisational security measures implemented by the data importer
Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, integrity of Personal Data uploaded to the HelloCrowd Services in accordance with the terms of the Agreement.