GATSBY DATA PROCESSING AGREEMENT

PARTIES AND BACKGROUND

(A) Customer ("Customer") has entered into an agreement with Gatsby Tech, Inc. ("Gatsby") (each a "Party" and collectively the "Parties") under which Gatsby has agreed to provide the Services in accordance with such agreement (the "Agreement"). This Data Processing Agreement (the "DPA") is incorporated into and forms part of the Agreement and shall be effective and replace any previously applicable data processing and security terms as of the effective date of the Agreement ("Effective Date").

(B) To the extent that Gatsby processes any Customer Personal Data (as defined below) on behalf of the Customer (or, where applicable, the Customer Affiliate) in connection with the provision of the Services, the Parties have agreed that it shall do so on the terms of this DPA.

1. DEFINITIONS

1.1. Capitalized terms used but not defined within this DPA shall have the meaning set forth in the Agreement. The following capitalized terms used in this DPA shall be defined as follows:

"**Account Information**" means Customer's information, including Personal Data of Customer and Customer Affiliate's users, provided for account creation, access, administration, and maintenance, and may include names, usernames, login credentials, phone numbers, email addresses and billing information associated with a Gatsby account;

"**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a Party and is a beneficiary of the Agreement;

"**Applicable Data Protection Laws**" means all applicable laws, rules, regulations and governmental requirements relating to the privacy, confidentiality, or security of Personal Data, as they may be amended or otherwise updated from time to time.

"**Approved Addendum**" means the template addendum, version B.1.0 issued by the UK Information Commissioner under S119A(1) Data Protection Act 2018 and laid before the UK Parliament on 2 February 2022, as it may be revised according to Section 18 of the Mandatory Clauses;

"**Customer Personal Data**" means the Personal Data processed by Gatsby on behalf of Customer or Customer Affiliate in connection with the provision of the Services, which, however, specifically excludes Personal Data contained in Account Information;

"**EEA**" means the European Economic Area;

"**GDPR**" means Regulation (EU) 2016/679 (the "**EU GDPR**") or, where applicable, the "UK GDPR" as defined in section 3 of the Data Protection Act 2018;

"**Mandatory Clauses**" means "Part 2: Mandatory Clauses" of the Approved Addendum;

"**Member State**" means a member state of the EEA, being a member state of the European Union, Iceland, Norway, or Liechtenstein;

"**Personal Data**" means any information relating to an identified or identifiable individual or device, or is otherwise "personal data," "personal information," "personally identifiable information" and similar terms, and such terms shall have the same meaning as defined by Applicable Data Protection Laws;

"**Security Incident**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Customer Personal Data;

"**Standard Contractual Clauses**" or "**SCCs**" means Module Two (controller to processor) and/or Module Three (processor to processor) of the Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914;

"**Sub-processor**" means Gatsby Affiliates and third-party processors appointed by Gatsby to process Customer Personal Data; and

"**UK**" means the United Kingdom of Great Britain and Northern Ireland.

"**US Data Protection Laws**" means, to the extent applicable, federal and state laws relating to data protection, the Processing of Personal Data, privacy and/or data protection in force from time to time in the United States.

1.2. The terms "**controller**", "**processor**", "**data subject**", "**process**", "**supervisory authority**" "**sell**", and "**service provider**" shall have the same meaning as set out in the Applicable Data Protection Laws.

2. INTERACTION WITH THE AGREEMENT

2.1. This DPA supplements and (in case of contradictions) supersedes the Agreement with respect to any processing of Customer Personal Data.

2.2. With respect to Customer Affiliates, by entering into the Agreement Customer warrants it is duly authorized to enter into this DPA for and on behalf of any such Customer Affiliates and, subject to clause 2.3, each Customer Affiliate shall be bound by the terms of this DPA as if they were the Customer.

2.3. Customer warrants that it is duly mandated by any Customer Affiliates on whose behalf Gatsby processes Customer Personal Data in accordance with this DPA to (a) enforce the terms of this DPA on behalf of the Customer Affiliates, and to act on behalf of the Customer Affiliates in the administration and conduct of any claims arising in connection with this DPA; and (b) receive and respond to any notices or communications under this DPA on behalf of Customer Affiliates.

2.4. The Parties agree that any notice or communication sent by Gatsby to Customer shall satisfy any obligation to send such notice or communication to a Customer Affiliate.

3. ROLE OF THE PARTIES

3.1. The Parties acknowledge and agree that:

(a) for the purposes of the GDPR, Gatsby acts as "processor" or "sub-processor." Gatsby's function as processor or sub-processor will be determined by the function of Customer:

(i) In general, Customer functions as a controller, whereas Gatsby functions as a processor.

(ii) In certain cases, Customer functions as a processor on behalf of Customer's customers where Customer and Customer's customer have concluded a data processing agreement in relation to the processing of Personal Data of Customer's customers; and

(b) for the purposes of the US Data Protection Laws, Gatsby will act as a "service provider" or "processor" in its performance of its obligations pursuant to the Agreement.

(c) Account Information shall not be governed by this DPA and shall be subject to Gatsby's Privacy Notice.

4. DETAILS OF DATA PROCESSING

4.1. The details of data processing (such as subject matter, nature and purpose of the processing, categories of Personal Data and data subjects) are described in the Agreement and in Schedule 1.

4.2. Customer Personal Data will only be processed on behalf of and under the instructions of Customer and in accordance with Applicable Data Protection Laws. The Agreement and this DPA shall be Customer's instructions for the processing of Customer Personal Data. Customer may issue further written instructions in accordance with this DPA.

4.3. If Customer's instructions will cause Gatsby to process Customer Personal Data in violation of Applicable Data Protection Laws or outside the scope of the Agreement or the DPA, Gatsby shall promptly inform Customer thereof, unless prohibited by Applicable Data Protection Laws (without prejudice to the SCCs).

4.4. Gatsby may store and process Customer Personal Data anywhere Gatsby or its Sub-processors maintain facilities, subject to clause 5 of this DPA.

5. SUB-PROCESSORS

5.1. Customer grants Gatsby general authorization to engage Sub-processors, subject to clause 5.2, from an agreed list, as well as Gatsby's current Sub-processors set out in Schedule 2.

5.2. Gatsby shall (i) enter into a written agreement with each Sub-processor imposing data protection obligations no less protective of Customer Personal Data than Gatsby's obligations under this DPA to the extent applicable to the nature of the services provided by such Sub-processor; and (ii) remain liable for each Sub-processor's compliance with the obligations under this DPA.

5.3. Gatsby shall provide Customer with at least fifteen (15) days' notice of any proposed changes to the Sub-processors it uses to process Customer Personal Data (including any addition or replacement of any Sub-processors). Customer may reasonably object to Gatsby's use of a new Sub-processor (including when exercising its right to object under clause 9(a) of the SCCs) by providing Gatsby with written notice of the objection within ten (10) days after Gatsby has provided notice to Customer of such proposed change (an "Objection"). In the event Customer objects to Gatsby's use of a new Sub-processor, Customer and Gatsby will work together in good faith to find a mutually acceptable resolution to address such Objection. If the parties are unable to reach a mutually acceptable resolution within a reasonable timeframe, either party may, as its sole and exclusive remedy, terminate the Agreement by providing written notice to the other party. During any such Objection period, Gatsby may suspend the affected portion of the Services.

6. DATA SUBJECT RIGHTS REQUESTS

6.1. As between the Parties, Customer shall have sole discretion and responsibility in responding to the rights asserted by any individual in relation to Customer Personal Data ("Data Subject Request").

6.2. Gatsby will forward to Customer without undue delay any Data Subject Request received by Gatsby or any Sub-processor from an individual in relation to their Customer Personal Data and may advise the individual to submit their request directly to Customer.

6.3. Gatsby will (taking into account the nature of the processing of Customer Personal Data) provide Customer with reasonable assistance as necessary for Customer to fulfil its obligation under Applicable Data

Protection Laws to respond to Data Subject Requests. Gatsby may charge Customer, and Customer shall reimburse Gatsby, for any such assistance beyond providing self-service features included as part of the Services.

7. SECURITY AND AUDITS

7.1. Gatsby will implement and maintain appropriate technical and organizational data protection and security measures designed to ensure security of Customer Personal Data, including, without limitation, protection against unauthorized or unlawful processing (including, without limitation, unauthorized or unlawful disclosure of, access to and/or alteration of Customer Personal Data) and against accidental loss, destruction, or damage of or to it.

7.2. Gatsby will implement and maintain as a minimum standard the measures set out in Schedule 3. Gatsby may update or modify the security measures set out in Schedule 3 from time to time, including (where applicable) following any review by Gatsby of such measures in accordance with clause 8.6 of the SCCs, provided that such updates and/or modifications do not reduce the overall level of protection afforded to the Customer Personal Data by Gatsby under this DPA.

7.3. Customer or its independent third-party auditor reasonably acceptable to Gatsby (which shall not include any auditors who are not suitably qualified or independent or are a competitor of Gatsby) may audit Gatsby's compliance with its obligations under this DPA up to once per year, or more frequently in the event a Security Incident has occurred or to the extent required by applicable data protection laws, including where mandated by Customer's regulatory or governmental authority.

7.4. To request an audit, Customer must submit a detailed proposed audit plan to Gatsby at least two weeks in advance of the proposed audit date. Gatsby will review the proposed audit plan and work cooperatively with Customer to agree on a final audit plan. All such audits must be conducted during regular business hours, subject to the agreed final audit plan and Gatsby's health and safety or other relevant policies and may not unreasonably interfere with Gatsby business activities. Nothing in this clause 7.4 shall require Gatsby to breach any duties of confidentiality.

7.5. Customer will promptly notify Gatsby of any non-compliance discovered during the course of an audit and provide Gatsby any audit reports generated in connection with any audit, unless prohibited by applicable law or otherwise instructed by a regulatory or governmental authority. Customer may use the audit reports only for the purposes of meeting Customer's regulatory audit requirements and/or confirming compliance with the requirements of this DPA.

7.6. Any audits are at Customer's expense. Customer shall reimburse Gatsby for any time expended by Gatsby or its Sub-processors in connection with such audits.

7.7. Gatsby shall audit its Sub-processors on a regular basis and will, upon Customer's request, confirm their compliance with data protection law and the obligations set upon Sub-processors according to the data processing agreement concluded with them. Customer may request Gatsby to conduct further audits only in the event reasonably justified, and in such cases Gatsby will conduct further audits to the extent permissible.

7.8. Customer acknowledges and agrees that, 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 risk of varying likelihood and severity for the rights and freedoms of natural persons, the security measures set out in Schedule 3 are appropriate to ensure the security of the Customer Personal Data.

8. SECURITY INCIDENTS

Gatsby will promptly notify Customer in writing in the event of any breach of this DPA, Applicable Data Protection Laws or any instruction by Customer in connection with the processing of Customer Personal Data under this DPA. Without limiting the generality of the foregoing, Gatsby shall notify Customer in writing without undue delay after becoming aware of any Security Incident, and reasonably cooperate in the investigation of any such Security Incident and any obligation of Customer under Applicable Data Protection Laws to make any notifications to individuals, supervisory authorities, governmental or other regulatory authority, or the public in respect of such Security Incident. Gatsby shall take reasonable steps to contain, investigate, and mitigate any Security Incident, and shall, without undue delay, send Customer timely information about the Security Incident, including, but not limited to, the nature of the Security Incident, the measures taken to mitigate or contain the Security Incident, and the status of the investigation. Gatsby's notification of or response to a Security Incident under this clause 8 will not be construed as an acknowledgement by Gatsby of any fault or liability with respect to the Security Incident.

9. DELETION AND RETURN

Gatsby shall (a) if requested to do so by Customer by the date of termination or expiry of the Agreement, return a copy of all Customer Personal Data and (b) within 90 days of the termination or expiry of the Agreement, delete and use all reasonable efforts to procure the deletion of all other copies of Customer Personal Data processed by Gatsby or any Sub-processors. Notwithstanding anything to the contrary, Gatsby may retain copies of Customer Personal Data where, and only to the extent, Gatsby reasonably determines such retention is (i) required to comply with Applicable Laws, a court order, subpoena, or regulatory requirement applicable to Gatsby, or (ii) necessary for the establishment, exercise, or defense of legal claims by or against Gatsby.

10. CONTRACT PERIOD

This DPA will commence on the Effective Date and, notwithstanding any termination of the Agreement, will remain in effect until, and automatically expire upon, Gatsby's deletion of all Customer Personal Data as described in this DPA.

11. CROSS-BORDER DATA TRANSFERS

11.1. Standard Contractual Clauses

The Parties agree that the terms of the Standard Contractual Clauses Module Two (Controller to Processor) and Module Three (Processor to Processor), as further specified in Schedule 4 of this DPA, are hereby incorporated by reference and shall be deemed to have been executed by the Parties and apply to any transfers of Customer Personal Data falling within the scope of the GDPR from Customer (as data exporter) to Gatsby (as data importer).

11.2. Support for Cross-Border Data Transfers

Gatsby will provide Customer reasonable support to enable Customer's compliance with the requirements imposed on the transfer of personal data to third countries with respect to data subjects located in the EEA, Switzerland, and UK. Gatsby will, upon Customer's request, provide information to Customer which is reasonably necessary for Customer to complete a transfer impact assessment ("TIA"). Gatsby may charge Customer, and Customer shall reimburse Gatsby, for any assistance provided by Gatsby with respect to any TIAs, data protection impact assessments or consultation with any supervisory authority of Customer.

12. CUSTOMER PERSONAL DATA SUBJECT TO THE UK AND SWISS DATA PROTECTION LAWS

To the extent that the processing of Customer Personal Data is subject to UK or Swiss data protection laws, the UK Addendum and/or Swiss Addendum (as applicable) set out in Schedule 5 shall apply.

13. CUSTOMER PERSONAL DATA SUBJECT TO US DATA PRIVACY LAWS

To the extent that the processing of Customer Personal Data is subject to us Data Protection Laws, the U.S. Addendum set out in Schedule 6 shall apply.

14. GENERAL

14.1. The Parties hereby certify that they understand the requirements in this DPA and will comply with them.

14.2. This DPA and the Agreement set forth the entire agreement between the Parties with respect to the subject matter of this DPA.

v.November 15, 2025

1.

DETAILS OF PROCESSING

1.

LIST OF PARTIES

1. **Data Exporter**

Customer and/or the Customer Affiliates operating in the countries which comprise the European Economic Area, UK and/or Switzerland and/or – to the extent agreed by the Parties – Customer and/or the Customer Affiliates in any other country to the extent the GDPR or corresponding Swiss law applies.

Customer and Customer Affiliate's contact person's position and contact details as well as (if appointed) the data protection officer's and (if relevant) the representative's contact details will be notified to Gatsby prior to the processing of personal data via email to privacy@klaviyo.com or an available form provided by Gatsby in Customer's account in the Services.

The activities relevant to the data transfer under these Clauses are defined by the Agreement and the data exporter who decides on the scope of the processing of personal data in connection with the Services further described in this Schedule 1 and in the Agreement.

2. **Data Importer**

Gatsby, Inc.,
125 Summer Street, Floor 6,
Boston, MA, 02110,
United States

The data importer's contact person can be contacted at privacy@klaviyo.com.

The data importer's activities relevant to the data transfer under these Clauses are as follows: the data importer processes personal data provided by the data exporter on behalf of the data exporter in connection with providing the Services to the data exporter as further specified in this Schedule 1 and in the Agreement.

2.

DESCRIPTION OF TRANSFER

1. **Categories of data subjects**

The categories of data subjects whose personal data are transferred: Customer and Customer Affiliate subscribers who are recipients of marketing communications and other individuals being targets of other marketing activities of the Customer and/or Customer Affiliates' or their customers.

2. **Categories of personal data**

The transferred categories of personal data are: Determined by Customer's configuration of the Services, and may include name, phone number, email address, social media handle, photo, address data, IP address, device identifiers, usage data (such as interactions between a user and a social media platform connected to Gatsby).

Moreover, Customer and Customer Affiliate may include further personal data of data subjects as specified above (in particular in unstructured form) in connection with their use of the Services according to the Agreement.

3. **Special categories of personal data (if applicable)**

The transferred personal data includes the following special categories of data: N/A

The applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures are: N/A

4. **Frequency of the transfer**

The frequency of the transfer is: The transfer is performed on a continuous basis and is determined by Customer's configuration of the Services.

5. **Subject matter and nature of the processing**

The subject matter of the processing is: to provide a data analytics to Customer.

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

The purpose/s of the data transfer and further processing is: to provide the Services to Customer pursuant to the Agreement including so that Customer can analyze customer data.

7. **Duration**

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: the duration is defined in clause 10 of the DPA.

8. **Sub-processor (if applicable)**

For transfers to sub-processors, specify subject matter, nature, and duration of the processing: as stipulated in clause 5.1 of the DPA. The Sub-processors may have access to the Personal Data for the term of this DPA or until the service contract with the respective Sub-processor is terminated or the access by the Sub-processor has been excluded as agreed between Gatsby and Customer.

3.

COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with clause 13 of the SCCs

Where the data exporter is established in an EU Member State: The supervisory authority of the country in which the data exporter established is the competent authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of the GDPR: The competent supervisory authority is the one of the Member State in which the representative is established.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of the GDPR in accordance with its Article 3(2) without, however, having to appoint a representative pursuant to Article 27(2) of the GDPR: The competent supervisory authority is the supervisory authority in Ireland, namely the Data Protection Commission (https://www.dataprotection.ie/).

2.

Approved List of Sub-processors

Entity Name	Purpose	Location(s) of Processing	Data Hosting Location(s)
Amazon Web Services, Inc.	Cloud hosting provider for Gatsby production systems	United States	United States
Appcues, Inc.	In-app guidance & analytics for admin/end users	United States	United States
Atlassian (e.g., Jira/ Confluence)	Issue tracking & documentation for product/ support	United States; EU if data residency configured	United States; EU if data residency configured
Bright Data Ltd.	Data enrichment / web scraping performed on behalf of customers	United States Israel	United States Israel
Google LLC (Google Workspace)	Email & file collaboration used for support/ops	United States	United States
HubSpot, Inc.	CRM / Service Hub for customer ops & support	United States	United States
Rollbar, Inc.	Error monitoring & debugging (event/log data)	United States	United States
Salesforce, Inc.	CRM / case management (e.g., Service Cloud)	United States	United States
Slack Technologies, LLC	Team messaging & support collaboration	United States	United States

3.

TECHNICAL AND ORGANIZATIONAL MEASURES

Gatsby has implemented the following technical and organizational measures (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context, and purpose of the processing, as well as the risks for the rights and freedoms of natural persons:

1. Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to Gatsby's organization, monitoring and maintaining compliance with Gatsby's policies and procedures, and reporting the condition of its information security and compliance to internal senior management.

2. Utilization of commercially available and industry standard encryption technologies for Customer Personal Data.

3. Data security controls which include at a minimum, but may not be limited to, logical segregation of data, logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions, (e.g., granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all users, periodic review, and revoking/changing access promptly when employment terminates or changes in job functions occur).

4. Password controls designed to manage and control password strength, expiration and usage.

5. System audit or event logging and related monitoring procedures to proactively record user access and system activity for routine review.

6. Physical and environmental security of data center, server room facilities and other areas containing Personal Data designed to: (i) protect information assets from unauthorized physical access, (ii) manage, monitor, and log movement of persons into and out of Gatsby facilities, and (iii) guard against environmental hazards such as heat, fire, and water damage.

7. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems according to prescribed internal and adopted industry standards.

8. Change management procedures and tracking mechanisms designed to test, approve, and monitor changes to Gatsby's technology and information assets.

9. Incident / problem management procedures design to allow Gatsby to investigate, respond to, mitigate, and notify of events related to Gatsby's technology and information assets.

10. Network security controls that provide for the use of firewall systems, and intrusion detection systems and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack.

11. Business resiliency/continuity and disaster recovery procedures in an effort to maintain service and/or recovery from foreseeable emergency situations or disasters.

4.

STANDARD CONTRACTUAL CLAUSES

For the purposes of the Standard Contractual Clauses:

1. Module Two shall apply in the case of the processing under clause 3.1(a)(i) of the DPA and Module Three shall apply in the case of processing under clause 3.1(a)(ii) of the DPA.

2. Clause 7 of the Standard Contractual Clauses (Docking Clause) does not apply.

3. Clause 9(a) Option 2 (General written authorization) is selected, and the time period to be specified is determined in clause 5.3 of the DPA.

4. The option in clause 11(a) of the Standard Contractual Clauses (Independent dispute resolution body) does not apply.

5. With regard to clause 17 of the Standard Contractual Clauses (Governing law), the Parties agree that option one shall apply. The parties agree that the governing law shall be the law of the Republic of Ireland.

6. In clause 18 of the Standard Contractual Clauses (Choice of forum and jurisdiction), the Parties submit themselves to the jurisdiction of the courts of the Republic of Ireland.

7. For the Purpose of Annex I of the Standard Contractual Clauses, Schedule 1 contains the specifications regarding the parties, the description of transfer, and the competent supervisory authority.

8. For the Purpose of Annex II of the Standard Contractual Clauses, Schedule 3 contains the technical and organizational measures.

9. The specifications for Annex III of the Standard Contractual Clauses, are determined by clause 5.1 of the DPA. The Sub-processor's contact person's name, position and contact details will be provided by Gatsby upon request.

5.

UK AND SWISS ADDENDUM

1. **UK ADDENDUM**

With respect to any transfers of Customer Personal Data falling within the scope of the UK GDPR from Customer (as data exporter) to Gatsby (as data importer):

1.1. The Approved Addendum as further specified in this Schedule 5 shall form part of this DPA, and the Standard Contractual Clauses shall be read and interpreted in light of the provisions of the Approved Addendum, to the extent necessary according to clause 12 of the Mandatory Clauses.

1.2. In deviation to Table 1 of the Approved Addendum and in accordance with clause 17 of the Mandatory Clauses, the parties are further specified in Schedule 1 Part 1 of this DPA.

1.3. The selected Modules and Clauses to be determined according to Table 2 of the Approved Addendum are further specified in Schedule 4 of this DPA as amended by the Mandatory Clauses.

1.4. Annex 1 A and B of Table 3 to the Approved Addendum are specified by Schedule 1 of this DPA, Annex II of the Approved Addendum is further specified by Schedule 3 of this DPA, and Annex III of the Approved Addendum is further specified by Schedule 1 clause B.10 of this DPA.

1.5. Gatsby (as data importer) may end this DPA, to the extent the Approved Addendum applies, in accordance with clause 19 of the Mandatory Clauses.

1.6. Clause 16 of the Mandatory Clauses shall not apply.

2. **SWISS ADDENDUM**

As stipulated in clause 12 of the DPA, this Swiss Addendum shall apply to any processing of Customer Personal Data subject to Swiss data protection law or to both Swiss data protection law and the GDPR.

2.1. **Interpretation of this Addendum**

(a) Where this Addendum uses terms that are defined in the Standard Contractual Clauses as further specified in Schedule 4 of this DPA, those terms shall have the same meaning as in the Standard Contractual Clauses. In addition, the following terms have the following meanings:

(i) “This Addendum” means This Addendum to the Clauses.

(ii) “Clauses” means The Standard Contractual Clauses as further specified in Schedule 4 of this DPA.

(iii) “Swiss Data Protection Laws” means The Swiss Federal Act on Data Protection of 19 June 1992 and the Swiss Ordinance to the Swiss Federal Act on Data Protection of 14 June 1993, and any new or revised version of these laws that may enter into force from time to time.

(b) This Addendum shall be read and interpreted in the light of the provisions of Swiss Data Protection Laws, and so that if fulfils the intention for it to provide the appropriate safeguards as required by Article 46 GDPR and/or Article 6(2)(a) of the Swiss Data Protection Laws, as the case may be.

(c) This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in Swiss Data Protection Laws.

(d) Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

2.2. **Hierarchy**

In the event of a conflict or inconsistency between this Addendum and the provisions of the Clauses or other related agreements between the Parties, existing at the time this Addendum is agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.

2.3. **Incorporation of the Clauses**

(a) In relation to any processing of personal data subject to Swiss Data Protection Laws or to both Swiss Data Protection Laws and the GDPR, this Addendum amends the DPA including as further specified in Schedule 4 of this DPA to the extent necessary so they operate:

(i) for transfers made by the data exporter to the data importer, to the extent that Swiss Data Protection Laws or Swiss Data Protection Laws and the GDPR apply to the data exporter's processing when making that transfer; and

(ii) to provide appropriate safeguards for the transfers in accordance with Article 46 of the GDPR and/or Article 6(2)(a) of the Swiss Data Protection Laws, as the case may be.

(b) To the extent that any processing of personal data is exclusively subject to Swiss Data Protection Laws, the amendments to the DPA including the SCCs, as further specified in Schedule 4 of this DPA and as required by clause 2.1 of this Swiss Addendum, include (without limitation):

(i) References to the "Clauses" or the "SCCs" means this Swiss Addendum as it amends the SCCs and

(ii) Clause 6 Description of the transfer(s) is replaced with:

"The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are those specified in Schedule 1 of this DPA where Swiss Data Protection Laws apply to the data exporter's processing when making that transfer."

(iii) References to "Regulation (EU) 2016/679" or "that Regulation" or "GDPR" are replaced by "Swiss Data Protection Laws" and references to specific Article(s) of "Regulation (EU) 2016/679" or "GDPR" are replaced with the equivalent Article or Section of Swiss Data Protection Laws extent applicable.

(iv) References to Regulation (EU) 2018/1725 are removed.

(v) References to the "European Union", "Union", "EU" and "EU Member State" are all replaced with "Switzerland".

(vi) Clause 13(a) and Part C of Annex I are not used; the "competent supervisory authority" is the Federal Data Protection and Information Commissioner (the "FDPIC") insofar as the transfers are governed by Swiss Data Protection Laws;

(vii) Clause 17 is replaced to state:

"These Clauses are governed by the laws of Switzerland insofar as the transfers are governed by Swiss Data Protection Laws".

(viii) Clause 18 is replaced to state:

"Any dispute arising from these Clauses relating to Swiss Data Protection Laws shall be resolved by the courts of Switzerland. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland in which he/she has his/her habitual residence. The Parties agree to submit themselves to the jurisdiction of such courts."

Until the entry into force of the revised Swiss Data Protection Laws, the Clauses shall also protect personal data of legal entities and legal entities shall receive the same protection under the Clauses as natural persons.

2.4. To the extent that any processing of personal data is subject to both Swiss Data Protection Laws and the GDPR, the DPA including the Clauses as further specified in Schedule 4 of this DPA will apply (i) as is and (ii) additionally, to the extent that a transfer is subject to Swiss Data Protection Laws, as amended by clauses 2.1 and 2.3 of this Swiss Addendum, with the sole exception that clause 17 of the SCCs shall not be replaced as stipulated under clause 2.3(b)(vii) of this Swiss Addendum.

2.5. Customer warrants that it and/or Customer Affiliates have made any notifications to the FDPIC which are required under Swiss Data Protection Laws.

6.

U.S. ADDENDUM

As stipulated in clause 13 of the DPA, this U.S. Addendum shall apply to any processing of Customer Personal Data subject to US Data Protection Laws.

To the extent required by US Data Protection Laws, Gatsby is prohibited from:

(a) selling Customer Personal Data or otherwise making Customer Personal Data available to any third party for monetary or other valuable consideration;

(b) sharing Customer Personal Data with any third party for cross-behavioral advertising;

(c) retaining, using, or disclosing Customer Personal Data for any purpose other than for the business purposes specified in the Agreement or as otherwise permitted by US Data Protection Laws;

(d) retaining, using or disclosing Customer Personal Data outside of the direct business relationship between the Parties; and

(e) except as otherwise permitted by US Data Protection Laws, combining Customer Personal Data with Personal Data that Gatsby receives from or on behalf or another person or persons, or collects from its own interaction with the data subject.