



WALR DATA PROCESSING ADDENDUM

Application, Interpretation and Definitions

1.1 The parties hereby acknowledge and agree that (i) the Customer is the Controller for the purposes of this DPA, (ii) Walr provides the Services to the Customer as specified in the Agreement and relevant SOW and if Walr is required to process any Personal Data in connection with these Services, Walr will Process such Personal Data in its capacity as a Processor, and (ii) the terms and conditions of this DPA shall govern such Processing in connection with the Services. This DPA will automatically expire when Walr stops the Processing of Personal Data.

1.2 For the purposes of this Addendum, capitalised terms and expressions used in this DPA shall have the meaning set forth below. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Agreement.

- 1.1.1. "**Australian Privacy Act**" means the Privacy Act 1988 (Cth).
- 1.1.2. "**Customer Data**" has the meaning given to it in the Agreement.
- 1.1.3. "**Documented Instructions**" means the Processing details set out in the relevant SOW detailing the subject-matter, duration of Processing, the nature and purpose of such Processing, the type of Personal Data and the related categories of Data Subjects, the terms of this DPA and the Agreement (including the relevant SOW) which make up the complete set of instructions to Walr in relation to the Processing of Personal Data.
- 1.1.4. "**CPRA**" means the California Consumer Privacy Act of 2018 (CCPA) as further amended and modified by the California Privacy Rights Act, Cal. Civ. Code § 1798.100 et seq.
- 1.1.5. "**Data Protection Laws**" means EU Data Protection Laws, UK Data Protection Laws, CPRA, Australian Privacy Act, and, to the extent applicable, the data protection or privacy laws of any other country which apply as agreed by the parties in the relevant SOW Form.
- 1.1.6. "**DPA**" means this Data Processing Addendum and all its Schedules.
- 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means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.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 personal data (or any analogous concept) under applicable Data Protection Laws, that forms part of the Customer Data.
- 1.1.11. "**Personal Data Breach**" means any security incident which gives rise to an actual unauthorised disclosure of, or unlawful or accidental loss, damage, destruction, compromise or theft of Personal Data, including any that give rise to a personal data breach as such term, or analogous terms, is defined under applicable Data Protection Laws.
- 1.1.12. "**Services**" has the meaning given to it in the Agreement.
- 1.1.13. "**Subprocessor**" means any person appointed by or on behalf of Walr to process Personal Data on behalf of the Customer in connection with the DPA.
- 1.1.14. "**UK Data Protection Laws**" means the UK GDPR and the Data Protection Act 2018 and any other laws of the United Kingdom or part of the United Kingdom which relate to the protection of Personal Data.
- 1.1.15. "**UK GDPR**" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.3 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Processor**", and "**Supervisory Authority**" (or any analogous concept) shall have the same meaning as in the applicable Data Protection Laws, and their cognate terms shall be construed accordingly.

1.4 In the event of any consistency between the terms of this DPA and the terms of the Agreement, the SOW of precedence will be: (i) the terms of this DPA, and (ii) the terms of the Agreement.

2. Processing of Personal Data

2.1 Each party will comply with the requirements of applicable Data Protection Laws which are applicable to that party.

2.2 The relevant SOW sets out the scope, nature and purpose of Processing of the Personal Data by Walr, the duration of the Processing and the type of Personal Data and categories of Data Subjects.

2.2 Walr shall:

2.2.1 Process the Personal Data only on the Documented Instructions of the Customer and solely for the provision of the Services, unless Walr is required by applicable laws to otherwise Process that Personal Data. Where Walr is



relying on applicable laws as the basis for Processing Customer Processor Data, Walr shall notify the Customer of this before performing the Processing required by the applicable laws unless those applicable laws prohibit the Provider from so notifying the Customer on important grounds of public interest;

2.2.2 not modify, amend, alter or disclose the contents of the Personal Data otherwise than as required under the Documented Instructions or unless specifically authorised in writing by the Customer; and

2.2.3 subject to applicable laws, regulations or if legally compelled, not publish, disclose or divulge any of the Personal Data to any person (including a Data Subject) except in accordance with the Documented Instructions.

2.3 The Customer acknowledges and agrees that (i) it solely determines whether to submit for Processing by the Services any Personal Data and shall only submit Personal Data for Processing where expressly agreed by the parties in the relevant SOW, (ii) is solely responsible for determining, and ensuring it has entered into the necessary agreements with, any third parties who may have access to Personal Data as part any services it receives linked to the Services, and (iii) it is solely responsible for, and shall ensure that:

2.3.1 the Documented Instructions comply at all times with all applicable privacy laws, including applicable Data Protection Laws, and that all Personal Data may be Processed by Walr in compliance with such laws. In the event either party is or becomes aware that those instructions are in conflict with any applicable privacy law, including any applicable Data Protection Law, each party will promptly notify the other party in writing and the parties will work together to resolve any such conflict, provided that Walr shall be entitled to:

(i) charge the Customer for any agreed changes reasonably required to its products and services, related procedures and/or this DPA; or

(ii) terminate the Agreement (i) where the required changes impose an excessive burden on Walr, make the products and/or services substantially different to the existing ones or are not technically feasible, or (ii) after the Customer has become aware that its instructions infringe applicable legal requirements, the Customer insists on compliance with those instructions.

2.4 Without prejudice to the generality of clause 2.1, the Customer will ensure that it has all necessary appropriate rights, consents and notices in place to enable the lawful transfer of Personal Data to and processing of Personal Data by Walr for the duration and purposes of this DPA.

2.5 Walr will provide all reasonably information to the Customer to enable the Customer to make the determination as to compliance under clause 2.3.1 within a reasonable time following the Customer's request.

3. Walr Personnel

3.1 Walr shall take reasonable steps to ensure the reliability of any employee, agent or contractor of Walr who may have access to the Personal Data, ensuring in each case that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Walr shall in relation to the Personal Data implement the technical and organizational measures as set out in Walr's then current security policy (available at <https://walr.com/app/uploads/2023/09/Walr-ISMS-Information-Security-Policy.pdf>, as may be amended by Walr from time to time), which are intended to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, disclosure or alteration, and the Customer agrees that these measures are appropriate having regard to the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing the Personal Data.

5. Subprocessing

5.1 Customer hereby gives its general written authority to Walr to appoint Subprocessors to Process Personal Data. Customer's current Subprocessors as at the effective date of this DPA are set out in Appendix A. Walr will notify Customer of any new or replacement Subprocessors in advance of any changes to such list, thereby giving Customer time to be able to object to such changes, acting reasonably and in good faith, provided that any such objection is based on reasonable grounds relating to data protection. If no objection is received by Walr within 30 days of the date of notice from Walr, Customer will be deemed to have consented to the changes. The parties will act reasonably and in good faith to resolve any objection by Customer in accordance with such objection period.



5.2 The Processing of Personal Data by a Subprocessor will be governed by a written agreement with such Subprocessor which includes terms that are similar in substance to those set-out herein. Walr will be liable for the performance of its Subprocessors to the same extent it would be liable if Processing the Personal Data itself.

6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Walr shall assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the applicable Data Protection Laws.

6.2 Walr shall:

6.2.1 promptly notify Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

6.2.2 assist the Customer insofar as this is possible (taking into account the nature of the Processing and the information available to Walr), and at the Customer's cost and written request, in responding to any request from a Data Subject and in ensuring the Customer's compliance with its obligations under applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators.

7. Personal Data Breach

7.1 Walr shall notify Customer within 72 hours upon Walr becoming aware of a Personal Data Breach affecting Customer's Personal Data.

7.2 Walr shall assist Customer to the extent reasonably necessary for the Customer to meet its obligations under applicable Data Protection Laws in connection with such Personal Data Breach, taking into account the nature of the processing and the information available to Walr.

8. Data Protection Impact Assessment and Prior Consultation

8.1 Walr shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Walr.

9. Deletion or return of Personal Data

9.1 Walr shall promptly following the date of cessation of any Services involving the Processing of Personal Data (the "**Cessation Date**") anonymise Personal Data for re-use of anonymised Customer Data in accordance with the Agreement; and, unless otherwise required under applicable Data Protection Laws or any other applicable laws, erase copies of the Personal Data in its possession in line with Walr's standard procedures and the Agreement. Limited retention of Personal Data may occur in some cases such as back-ups, however if this occurs these are secured and placed beyond use. Any retained Personal Data will continue to be protected in accordance with this DPA. Anonymised data is not Personal Data and this DPA shall not apply to any activities performed in relation to such data.

10. Audit rights

10.1 Subject to this section 10, Walr shall make available to the Customer on request all information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of the Personal Data by Walr; provided that (i) such audits are not more than once per year (except where mandated by an applicable Supervisory Authority), (ii) Customer provides reasonable prior notice (at least 30 days) of the audit and details of the scope of the audit and information requested; (iii) the audit is subject to reasonable confidentiality controls and Customer and its appointed auditor comply with reasonable security controls of Walr; (iv) such audits do not unreasonably interfere with Walr's day to day business activities; and (v) Customer pays the reasonable costs and expenses incurred by Walr in connection with such audit.

11. Data Transfer



11.1 Customer acknowledges and agrees that Walr may transfer or authorise the transfer of Personal Data for Processing by Walr (or its Subprocessors) to countries outside the UK, EEA and/or Switzerland and gives Walr its prior, general authorisation to make such transfers. The current list of countries to which Personal Data may be transferred is set out in Appendix A. Walr will notify Customer of any changes to such list of countries. If Personal Data Processed under this DPA is transferred outside of the UK, EEA and/or Switzerland Walr shall ensure that all such transfers are effected in accordance with the applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of Walr, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU Data Protection Laws apply to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer), in the absence of an adequacy decision.

12. General Terms

12.3 **Amendments.** Except as otherwise expressly contemplated under this DPA, this DPA may only be amended by the parties by written agreement in the form of an addendum or replacement DPA signed by authorised representatives of the parties.

12.4 **CPRA.** Where the CPRA applies to any Personal Data Processed by Walr under this DPA, in addition to the above terms and conditions, the parties agree that: (i) the Customer only discloses the Personal Data to enable Walr to process Personal Data pursuant to this DPA; and (ii) Walr (a) will not 'sell' or 'share' (as those terms are defined in the CPRA) Personal Data (or be required by the Customer to do so); (b) will not retain, use, or disclose Personal Data for any purpose, including any commercial purpose, except as permitted in the Agreement, the DPA or under CPRA; (c) will not retain, use, or disclose Personal Data outside the direct business relationship between Walr and the Customer, including by not combining any Personal Data with other Personal Data collected or received from another source, except as permitted by CPRA; (d) Walr will notify the Customer if it determines that it can no longer meet its obligations under CPRA; and (e) if Walr is engaged in unauthorised use of Personal Data, Customer may, upon reasonable notice to Walr, take reasonable and appropriate steps to stop and remediate such unauthorised use of the Personal Data.

12.5 **Notification.** Where Walr is required to notify the Customer under this DPA or the Agreement of any changes relevant to the Processing of Personal Data, the Customer will be notified by sending an e-mail to the Customer's nominated representative (as specified in the relevant SOW or otherwise notified in writing to Walr).



Appendix A – Subprocessors

Name of Sub-processor	Company details	Subject matter	Nature of processing	Duration of processing	Place of performance of core Processing activities
MS Azure	Microsoft Corporation One Microsoft Way Redmond, WA, United States	Hosting Services	Storing	Duration of Principal Agreement	The Netherlands, Ireland
Vervali	Vervali Systems Private Limited C-26/27, Prabhadevi Jain Tower, Anand Nagar, Vasai-West, Dist. Palghar, Pin: 401202	Support Services	Accessing, reading, consultation, correction or erasure or any other processing necessary to fulfil the Support Services	Duration of Principal Agreement	India
Twilio/Sendgrid	1801 California Street, Denver, United States	Email Services	Sending transactional emails	Duration of Principal Agreement	United States
Auth0/Okta	Okta Headquarters North America 100 First Street San Francisco, CA 94105, USA	Authentication Services	Authentication for the Walr Platform	Duration of Principal Agreement	Germany, Ireland