

Execution Instructions

This Data Protection Addendum (this “Addendum”) forms a part of the Agreement (as the term “Agreement” is defined in this Addendum).

To Execute this Addendum:

1. Fill out the following sections:
 - a. The Customer name in section **1.3** on page **2**.
 - b. All Customer fields on page **5**.
2. Email the completed copy to dpas@clubhouse.io.

Upon receipt of this validly completed Addendum by Clubhouse at the above email address, this Addendum will become legally binding.

Clubhouse Software, Inc.
DATA PROTECTION ADDENDUM

This Addendum shall apply if and to the extent Vendor collects or otherwise processes Customer Personal Data as a data processor in connection with the performance of its obligations under the Agreement. The parties agree that this Addendum shall be incorporated into and form part of the Agreement.

1. Definitions and Interpretation

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Customer or Vendor, as applicable.

1.2 “Agreement” means the agreement between Vendor and Customer entitled “Terms of Service” found at <https://clubhouse.io/terms>, unless Customer has entered into a superseding written agreement with Clubhouse, in which case it forms a part of such written agreement (in either case, the “Agreement”).

1.3 “Customer” means _____.

1.4 “Customer Personal Data” means any Personal Data in respect of which Customer or a Customer Affiliate is a data controller that is processed by Vendor as a data processor in connection with its performance of the Services.

1.5 “Personal Data” means any data concerning individuals located in the European Economic Area (the “EEA”) falling within the definition of “personal data” under Directive 95/46/EC of the European Parliament and of the Council (the “Directive”) or any replacement legislation, as applicable, including the General Data Protection Regulation 2016/679 (the “GDPR”) and the Member State implementations of the GDPR (collectively, “EU Data Protection Laws”).

1.6 “Services” means the services and/or products provided by Vendor to Customer under the Agreement.

1.7 “Vendor” means Clubhouse Software, Inc.

1.8 Terms defined in the Agreement shall have the same meaning when used in this Addendum, unless defined in this Addendum. Terms defined in the EU Data Protection Laws including, but not limited to, “controller” and “processor,” shall have the same meaning when used in this Addendum, unless defined in this Addendum.

2. Nature of the Processing

The data processing activities carried out by the Vendor as a processor under the Agreement are described in Annex A to this Addendum.

3. Processor Obligations

- (a) Customer and Vendor acknowledge and agree that Customer (or a Customer Affiliate on whose behalf it is authorized to instruct Vendor) is the controller and Vendor is the processor of Customer Personal Data pursuant to the Agreement.
- (b) Vendor shall only use, disclose, or otherwise process Customer Personal Data (including transfers to third countries from the EEA), on behalf of and in accordance with Customer's documented instructions, unless otherwise required under applicable law.
- (c) Customer hereby authorizes Vendor to transfer Customer Personal Data to the United States for provision of the Services and performance under the Agreement, provided that (i) Vendor is self-certified to the E.U.- U.S. and Swiss-U.S. Privacy Shield with respect to Customer Personal Data; or (ii) Vendor and Customer have entered into Commission Decision C(2010)593 Standard Contractual Clauses (Processors) ("Model Clauses") with respect to Customer Personal Data.
- (d) Vendor shall ensure that its personnel authorized to process Customer Personal Data are subject to a duty of confidentiality by contract, or are under an appropriate statutory obligation of confidentiality with respect to Customer Personal Data.
- (e) Vendor shall implement appropriate technical and organizational measures with respect to the Customer Personal Data, after 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 data subjects, for the purpose of ensuring a level of security appropriate to the risk.
- (f) Upon becoming aware of an accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, or use of Customer Personal Data (each, a "Security Incident"), Vendor shall notify Customer without undue delay. Vendor shall further assist Customer in fulfilling its personal data breach notification obligations under the GDPR, taking into account the nature of the processing and the information available to the Vendor.
- (g) Customer hereby consents to Vendor's use of third-party subprocessors ("Subprocessors") to process Customer Personal Data pursuant to the Agreement. Vendor will maintain and make available to Customer an up-to-date list of Subprocessors available at <https://clubhouse.io/gdpr-subprocessors>, and Vendor will give notice to the Customer of a new or replacement Subprocessor by updating the list prior to such new or replacement Subprocessor being used by Vendor to process Customer Personal Data. If Customer reasonably objects in writing to a new or replacement Subprocessor within seven (7) calendar days of the notice given by Vendor in the manner described above regarding such new or replacement Subprocessor and the parties cannot resolve Customer's reasonable objection within fourteen (14) calendar days after receipt of the reasonable objection, then Customer may terminate the Services impacted by such new or replacement Subprocessor on written notice to Vendor without penalty and receive a pro-rata refund of any fees paid in advance.
- (h) Notwithstanding the foregoing, Vendor may replace or add a Subprocessor without prior notice to Customer if, in its sole discretion, such action is necessary to prevent or mitigate risk to the Services, Personal Data, technology infrastructure, or customers. In accordance with (g) above,

Vendor shall notify Customer of the replacement or additional Subprocessor as soon as possible, and Customer shall retain the right to object to such Subprocessor.

- (i) Vendor shall enter into written contracts with its Subprocessors that include data protection obligations that are at least as strict as the standard set forth in this Addendum, and shall remain liable for any breach by Subprocessor under this Addendum as if it were a breach by Vendor.
- (j) Taking into account the nature of the processing, and to the extent Customer cannot fulfil such obligations directly via the Services, Vendor shall provide commercially reasonable assistance, including through appropriate technical or organizational measures, insofar as this is possible, to Customer to fulfill its obligations to respond to data subject rights requests, specifically the right to access, rectification, erasure, restriction, objection, or portability, as applicable under the Directive or GDPR. If Vendor receives a request directly from a data subject, it will notify Customer of the request (including all relevant details provided by data subject), and await Customer's instructions.
- (k) Vendor shall notify Customer without undue delay if a supervisory authority or law enforcement authority makes any inquiry or request for disclosure of Customer Personal Data.
- (l) Vendor shall provide Customer with reasonable assistance should Customer conduct a data protection impact assessment regarding the Services, including providing information reasonably necessary for Customer's prior consultation with a supervisory authority regarding such data protection impact assessment.
- (m) Vendor shall make available to Customer all information necessary to demonstrate compliance with the obligations laid down in this Addendum and, at Customer's expense, allow for and contribute to audits, including inspections, conducted by the Customer or an independent third-party auditor mandated by the Customer. Vendor shall inform Customer immediately if, in its opinion, a Customer instruction infringes the GDPR or other EU or Member State data protection provision.
- (n) Upon termination or expiration of the Agreement, Vendor shall, in accordance with the terms of the Agreement, delete or return to Customer all relevant Customer Personal Data (and delete all copies) in Vendor's possession, save to the extent that Vendor is required under any applicable law to retain some or all Customer Personal Data. In such event, Vendor shall extend the protections of the Agreement and this Addendum to such Customer Personal Data and limit processing of such Customer Personal Data to only those purposes required by applicable law, for so long as Vendor maintains the Customer Personal Data.

4. General Provisions

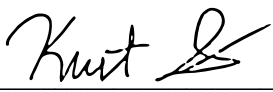
- a) Each party hereby represents and warrants to the other party that it complies, and will continue to comply, with applicable EU Data Protection Laws including, but not limited to, Customer's obligations as a controller and Vendor's obligations as a processor of the Customer Personal Data pursuant to the Agreement and this Addendum.
- b) Customer hereby grants Vendor the right to anonymize and aggregate Customer Personal Data (the "**Anonymized Data**"), and process the Anonymized Data for the purposes of statistics, usage reporting, data analytics, industry analysis, market research, and other similar purposes, and for

general business purposes including, but not limited to, the sale and/or license of Anonymized Data to third parties.

- c) The headings of any sections, subsections, and paragraphs of this Addendum are inserted for convenient reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- d) Except to the extent amended by this Addendum, the Agreement shall remain in full force and effect. If there is a conflict between this Addendum and the Agreement, this Addendum shall control with respect to its subject matter.
- e) Any claims brought in connection with this Addendum shall be subject to the terms and conditions including, but not limited to, the exclusions and limitations set forth in the Agreement.

Vendor

Customer

By: 

By: _____

Name: Kurt Schrader

Name: _____

Title: CEO

Title: _____

Date: 8/23/18

Date: _____

Data Protection Addendum – Annex A Description of Data Processing

The data processing activities carried out by the Vendor under the Agreement may be described as follows:

1. Subject matter

The subject matter concerns the provision by Vendor of data processing services in connection with the Customer's users' Personal Data.

2. Duration

Vendor will process the Personal Data during the effective dates of the Agreement.

3. Nature and purpose

The purpose of the data processing under this Addendum is the provision of the Services to the Customer and the performance of Vendor's obligations under the Agreement (including this Addendum) or as otherwise agreed by the parties.

4. Data categories

Vendor shall process the following categories of Personal Data: Customer Personal Data consisting of users' names, usernames, email addresses, profile pictures, and machine identifiers such as IP addresses.

5. Data subjects

Processing concerns the following categories of data subjects: Any individual accessing and/or using the Services through the Customer's account.