

Realeyes Data Processing Addendum

Last updated 16th Nov 2023, version 1.0

This Data Processing Addendum (“DPA”) is incorporated into, and is subject to the [Realeyes Terms of Service](#) (together with its Affiliates, “Realeyes”) and the customer entity that is a party to the Agreement as a Customer (“Customer”).

All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. For the avoidance of doubt, all references to the “Agreement” shall include this DPA (including the SCCs (where applicable), as defined herein).

1. Definitions

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

“Agreement” means [Realeyes Terms of Service](#) or other written or electronic agreement, which govern the provision of the Service to Customer, as such terms or agreement may be updated from time to time.

“Control” means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term “Controlled” shall be construed accordingly.

“Customer Data” means any personal data that Realeyes processes on behalf of Customer via the Service, as more particularly described in this DPA.

“Data Protection Laws” means all data protection laws and regulations applicable to a party’s processing of Customer Data under the Agreement, including, where applicable, European Data Protection Laws and Non-European Data Protection Laws.

“European Data Protection Laws” means all data protection laws and regulations applicable to Europe, including (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (“GDPR”); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; (iii) applicable national implementations of (i) and (ii); (iv) the GDPR as it forms part of UK law by virtue of section 3 of the UK European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018 (together, “UK Data Protection Laws”); and (v) the Swiss Federal Data Protection Act of 19 June 1992 and its Ordinance (“Swiss DPA”).

“Europe” means, for the purposes of this DPA, the European Economic Area and its member states (“EEA”), Switzerland and the United Kingdom (“UK”).

“Non-European Data Protection Laws” means the California Consumer Privacy Act (“CCPA”); the Canadian Personal Information Protection and Electronic Documents Act (“PIPEDA”); the Brazilian General Data Protection Law (“LGPD”), Federal Law no. 13,709/2018; and the Privacy Act 1988 (Cth) of Australia, as amended (“Australian Privacy Law”).

“SCCs” means (i) the standard contractual clauses between controllers and processors adopted by the European Commission in its Implementing Decision (EU) 2021/91 of 4 June 2021, and currently located [here](#) (the “2021 Controller-to-Processor Clauses”); or (ii) the standard contractual clauses between processors adopted by the European Commission in its Implementing Decision (EU) 2021/91 of 4 June 2021, and currently located [here](#) (the “2021 Processor-to-Processor Clauses”); as applicable in accordance with Section 6.3.

“Security Incident” means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, or alteration of, or unauthorized disclosure of or access to, Customer Data on systems managed or otherwise controlled by Realeyes.

“Sensitive Data” means any financial, credit, genetic, biometric or health information, as well as racial, ethnic, political or religious affiliation, trade union membership, information about sexual life or sexual orientation, or criminal record; or other information that falls within the definition of “special categories of data” under applicable Data Protection Laws.

“Sub-processor” means any processor engaged by Realeyes or its Affiliates to assist in fulfilling its obligations with respect to providing the Service pursuant to the Agreement or this DPA. Sub-processors may include third parties or Affiliates of Realeyes but shall exclude Realeyes employees, contractors, or consultants.

“UK Addendum” means the [International Data Transfer Addendum](#) (version B1.0) issued by the Information Commissioner’s Office under S.119(A) of the UK Data Protection Act 2018, as updated or amended from time to time.

The terms “personal data”, “controller”, “data subject”, “processor” and “processing” shall have the meaning given to them under applicable Data Protection Laws or if not defined thereunder, the GDPR, and “process”, “processes” and “processed”, with respect to any Customer Data, shall be interpreted accordingly.

2. Roles and Responsibilities

2.1 Parties’ roles. If European Data Protection Laws or the LGPD applies to either party’s processing of Customer Data, the parties acknowledge and agree that with regard to the processing of Customer Data, Realeyes is a processor acting on behalf of Customer (whether itself a controller or a processor). For the avoidance of doubt, this DPA shall not apply to instances where Realeyes is the controller (as defined by European Data Protection Laws).

2.2 Purpose limitation. Realeyes shall process Customer Data, as further described in Annex A (Details of Data Processing) of this DPA, only in accordance with Customer’s documented lawful instructions as set forth in this DPA, as necessary to comply with applicable law, or as otherwise agreed in writing (“Permitted Purposes”). The parties agree that the Agreement, including this DPA, along with the Customer’s configuration of or use of any settings, features, or options in the Service (as the Customer may be able to modify from time to time) constitute the Customer’s

complete and final instructions to Realeyes in relation to the processing of Customer Data (including for the purposes of the SCCs), and processing outside the scope of these instructions (if any) shall require prior written agreement between the parties.

2.3 Customer compliance. Customer represents and warrants that (i) it has complied, and will continue to comply, with all applicable laws, including Data Protection Laws, in respect of its processing of Customer Data and any processing instructions it issues to Realeyes.

2.3 Customer's Explicit Instructions. The Customer expressly instructs Realeyes to provide the necessary information notice through its [Privacy Policy](#). This is to ensure transparent, clear, and concise notification to data subjects, enabling both the Customer and, where applicable, Realeyes to process Customer Data for the purposes outlined in the Agreement. However, the Customer shall remain responsible for obtaining all lawful consents required under Data Protection Laws, where necessary, for the processing of personal data. The Customer shall bear sole responsibility for the accuracy, quality, and legality of the Customer Data and the means by which the Customer acquired this data. Without prejudice to the foregoing, the Customer agrees to comply with all laws (including Data Protection Laws) applicable to any content created, sent, or managed through the Service.

2.5 Lawfulness of Customer's instructions. Customer will ensure that Realeyes's processing of the Customer Data in accordance with Customer's instructions will not cause Realeyes to violate any applicable law, regulation, or rule, including, without limitation, Data Protection Laws. Realeyes shall promptly notify Customer in writing, unless prohibited from doing so under European Data Protection Laws, if it becomes aware or believes that any data processing instruction from Customer violates European Data Protection Laws. Where Customer acts as a processor on behalf of a third-party controller (or other intermediary to the ultimate controller), Customer warrants that its processing instructions as set out in the Agreement and this DPA, including its authorizations to Realeyes for the appointment of Sub-processors in accordance with this DPA, have been authorized by the relevant controller. Customer shall serve as the sole point of contact for Realeyes and Realeyes need not interact directly with (including to provide notifications to or seek authorization from) any third-party controller other than through regular provision of the Service to the extent required under the Agreement. Customer shall be responsible for forwarding any notifications received under this DPA to the relevant controller, where appropriate.

3. Sub-processing

3.1 Authorized Sub-processors. Customer agrees that Realeyes may engage Sub-processors to process Customer Data on Customer's behalf. The Sub-processors currently engaged by Realeyes and authorized by Customer are available [here](#). Realeyes shall notify Customer if it adds or removes Sub-processors at least 10 days prior to any such changes if Customer opts in to receive such notifications through e-mail.

3.2 Sub-processor obligations. Realeyes shall: (i) enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Customer Data as those in this DPA, to the extent applicable to the nature of the service provided by such Sub-processor; and (ii) remain responsible for such Sub-processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-processor that cause Realeyes to breach any of its obligations under this DPA. Customer acknowledges and agrees that, where applicable, Realeyes fulfills its obligations under Clause 9 of the 2021

Controller-to-Processor Clauses and 2021 Processor-to-Processor Clauses (as applicable) by complying with this Section 3 and that Realeyes may be prevented from disclosing Sub-processor agreements to Customer due to confidentiality restrictions but Realeyes shall, upon request, use reasonable efforts to provide Customer with all relevant information it reasonably can in connection with Subprocessor agreements.

4. Security

4.1 Security Measures. Realeyes shall implement and maintain appropriate technical and organizational security measures that are designed to protect Customer Data from Security Incidents and designed to preserve the security and confidentiality of Customer Data in accordance with Realeyes's security standards described in Annex B ("Security Measures") of this DPA.

4.2 Confidentiality of processing. Realeyes shall ensure that any person who is authorized by Realeyes to process Customer Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

4.3 Updates to Security Measures. Customer is responsible for reviewing the information made available by Realeyes relating to data security and making an independent determination as to whether the Service meets Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that Realeyes may update or modify the Security Measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Service provided to Customer.

4.4 Security Incident response. Upon becoming aware of a Security Incident, Realeyes shall: (i) notify Customer without undue delay, and where feasible, within 48 hours of awareness; (ii) provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer; and (iii) promptly take reasonable steps to contain and investigate any Security Incident. Realeyes's notification of or response to a Security Incident under this Section 4.4 shall not be construed as an acknowledgment by Realeyes of any fault or liability with respect to the Security Incident.

4.5 Customer responsibilities. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Service, including securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Service, and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Service.

5. Security Reports and Audits

5.1 Audit rights. Realeyes shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, in order to assess compliance with this DPA. Customer acknowledges and agrees that it shall exercise its audit rights under this DPA (including this Section 5.1 and where applicable, the SCCs) and any audit rights granted by Data Protection Laws.

6. International Transfers

6.1 Data center locations. Subject to Section 6.2, Customer acknowledges that Realeyes may transfer and process Customer Data to and in the United States and anywhere else in the world where Realeyes, its Affiliates or its Sub-processors maintain data processing operations. Realeyes shall at all times ensure that such transfers are made in compliance with the requirements of Data Protection Laws and this DPA.

6.2 Australian data. To the extent that Realeyes is a recipient of Customer Data protected by the Australian Privacy Law, the parties acknowledge and agree that Realeyes may transfer such Customer Data outside of Australia as permitted by the terms agreed upon by the parties and subject to Realeyes complying with this DPA and the Australian Privacy Law.

6.3 EEA Data Transfers. To the extent that Realeyes is a recipient of Customer Data protected by GDPR in a country outside of EEA that is not recognized as providing an adequate level of protection for personal data (as described in applicable European Data Protection Laws), the parties agree to abide by and process such Customer Data in compliance with the SCCs, which shall be incorporated into and form an integral part of this DPA.

6.4 UK Data Transfers. With respect to transfers to which the UK Data Protection Laws apply, the SCCs shall apply and shall be deemed amended as specified by the UK Addendum. The UK Addendum shall be deemed executed by the parties and incorporated into and form an integral part of this DPA. In addition: Tables 1 to 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out in Annexes I and II of the relevant SCCs; and Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party".

6.5 Swiss Data Transfers. With respect to transfers to which the Swiss DPA apply, the SCCs shall apply in accordance with Section 6.3 with the following modifications: (i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of the Swiss DPA; (iii) references to "EU", "Union" and "Member State law" shall be replaced with "Switzerland"; (iv) Clause 13(a) and Part C of Annex II shall be deleted; (v) references to the "competent supervisory authority" and "competent courts" shall be replaced with "the Swiss Federal Data Protection and Information Commissioner" and "relevant courts in Switzerland"; (vi) Clause 17 shall be replaced to state "The Clauses are governed by the laws of Switzerland"; and (vii) Clause 18 shall be replaced to state "Any dispute arising from these Clauses shall be resolved by the applicable courts of Switzerland. The parties agree to submit themselves to the jurisdiction of such courts".

6.6 Compliance with the SCCs. The parties agree that if Realeyes cannot ensure compliance with the SCCs, it shall promptly inform Customer of its inability to comply. If Customer intends to suspend the transfer of European Data and/or terminate the affected parts of the Service, it shall first provide notice to Realeyes and provide Realeyes with a reasonable period of time to cure such non-compliance, during which time Realeyes and Customer shall reasonably cooperate to agree what additional safeguards or measures, if any, may be reasonably required. Customer shall only be entitled to suspend the transfer of data and/or terminate the affected parts of the Service for non-compliance with the SCCs if Realeyes has not or cannot cure the non-compliance within a reasonable period.

6.7 Alternative transfer mechanism. To the extent Realeyes adopts an alternative lawful data transfer mechanism for the transfer of European Data not described in this DPA (“Alternative Transfer Mechanism”), the Alternative Transfer Mechanism shall apply instead of the transfer mechanisms described in this DPA (but only to the extent such Alternative Transfer Mechanism complies with applicable European Data Protection Laws and extends to the countries to which European Data is transferred). In addition, if and to the extent that a court of competent jurisdiction or supervisory authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer European Data (within the meaning of applicable European Data Protection Laws), Realeyes may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of European Data.

7. Return or Deletion of Data

Deletion or return on termination. Upon termination or expiration of the Agreement, Realeyes shall (at Customer’s election) delete or return to Customer all Customer Data (including copies) in its possession or control, except that this requirement shall not apply to the extent Realeyes is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems, which Customer Data Realeyes shall securely isolate, protect from any further processing and eventually delete in accordance with Realeyes’s deletion policies, except to the extent required by applicable law. The parties agree that the certification of deletion of Customer Data described in Clause 8.5 and 16(d) of the 2021 Controller-to-Processor Clauses and 2021 Processor-to-Processor Clauses (as applicable) shall be provided by Realeyes to Customer only upon Customer’s written request.

8. Data Subject Rights and Cooperation

8.1 Data subject requests. Realeyes shall, considering the nature of the processing, provide reasonable assistance to Customer to the extent possible to enable Customer (or its third-party controller) to comply with its data protection obligations with respect to data subject rights under Data Protection Laws. In the event that any such request is made to Realeyes directly, Realeyes shall not respond to such communication directly except as appropriate (for example, to direct the data subject to contact Customer) or legally required, without Customer’s prior authorization. If Realeyes is required to respond to such a request, Realeyes shall, where the Customer is identified or identifiable from the request, promptly notify Customer and provide Customer with a copy of the request unless Realeyes is legally prohibited from doing so. For the avoidance of doubt, nothing in the Agreement (including this DPA) shall restrict or prevent Realeyes from responding to any data subject or data protection authority requests in relation to personal data for which Realeyes is a controller.

8.2 Data protection impact assessment. To the extent required under applicable Data Protection Laws, Realeyes shall (considering the nature of the processing and the information available to Realeyes) provide all reasonably requested information regarding the Service to enable Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Data Protection Laws.

9. Jurisdiction-Specific Terms

To the extent Realeyes processes Customer Data originating from and protected by Data Protection Laws in one of the jurisdictions listed in Annex C, then the terms specified in Annex C with respect to the applicable jurisdiction(s) (“Jurisdiction-Specific Terms”) apply in addition to the terms of this DPA. In the event of any conflict or ambiguity between the Jurisdiction-Specific

Terms and any other terms of this DPA, the applicable Jurisdiction-Specific Terms will take precedence, but only to the extent of the Jurisdiction-Specific Terms' applicability to Realeyes.

10. Limitation of Liability

10.1 Realeyes' and all of its Affiliates' liability taken together in the aggregate arising out of or related to this DPA (including the SCCs) shall be subject to the exclusions and limitations of liability set forth in the Agreement.

10.2 Any claims made against Realeyes or its Affiliates under or in connection with this DPA (including, where applicable, the SCCs) shall be brought solely by the Customer entity that is a party to the Agreement.

10.3 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

11. Relationship with the Agreement

11.1 This DPA shall remain in effect for as long as Realeyes carries out Customer Data processing operations on behalf of Customer or until termination of the Agreement.

11.2 The parties agree that this DPA shall replace any existing data processing agreement or similar document that the parties may have previously entered into in connection with the Service.

11.3 In the event of any conflict or inconsistency between this DPA and the Terms of Service, the provisions of the following documents (in order of precedence) shall prevail: (i) SCCs; then (ii) this DPA; and then (iii) the Terms of Service.

11.4 Except for any changes made by this DPA, the Agreement remains unchanged and in full force and effect.

11.5 No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

11.6 This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

Annex A – Details of Data Processing

(a) Categories of data subjects: Customer end-users.

(b) Categories of personal data:

For the Service's functionality, users must grant permission for the Service to access their device's camera. This is necessary for Customer to obtain the necessary legal grounds for processing activities carried out by the Service. Then Customer may upload, submit, or otherwise provide certain personal data to the Service, the extent of which is typically determined and controlled by Customer in its sole discretion, and may include the following types of personal data:

- Unique ID number assigned to your session by our client when you are redirected to our Identity XP platform (“**Transaction ID**”);
- Images of your face (that is discarded immediately after it is processed);
- Your biometric data, including facial scan data, embedding and numerical biometric data, age and sex estimations extracted from such images;
- Image metadata
- Telemetry events related to the camera of your device:
 - camera available / unavailable;
 - other camera information.
- Whether a face is detected and, if so, the position and orientation of the face relative to the screen.

(d) Frequency of processing:

Continuous and as determined by Customer.

(e) Subject matter and nature of the processing:

Realeyes provides services that empower clients to verify and authenticate individual’s identity. Based on the outputs of our Service, the clients may make informed decisions about users (e.g. deciding whether they are eligible to enter their dedicated platform or a specific test), as more particularly described in the [Terms of Service](#). The subject matter of the data processing under this DPA is the Customer Data. Customer Data will be processed in accordance with the Agreement (including this DPA) and may be subject to the following processing activities:

- Storage and other processing necessary to provide, maintain and improve the Service provided to Customer pursuant to the Agreement; and/or
- Disclosures in accordance with the Agreement and/or as compelled by applicable law.

(f) Purpose of the processing:

Realeyes shall only process Customer Data for the Permitted Purposes, which shall include: (i) processing as necessary to provide the Service in accordance with the Agreement; (ii) processing initiated by Customer in its use of the Service; and (iii) processing to comply with any other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement.

(g) Duration of processing and period for which personal data will be retained:

Realeyes will process Customer Data as outlined in Section 7 (Return or Deletion of Data) of this DPA.

Annex B – Security Measures

The Security Measures applicable to the Service are described in the Realeyes Privacy Policy [here](#) (as updated from time to time in accordance with Section 4.3 of this DPA).

Annex C - Jurisdiction-Specific Terms

Europe:

1. Objection to Sub-processors. Customer may object in writing to Realeyes's appointment of a new Sub-processor within five (5) calendar days of receiving notice in accordance with Section 3.1 of the DPA, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties shall discuss such concerns in good faith with a view to achieving a commercially reasonable resolution. If no such resolution can be reached, Realeyes will, at its sole discretion, either not appoint such Sub-processor, or permit Customer to suspend or terminate the affected Service in accordance with the termination provisions in the Agreement without liability to either party (but without prejudice to any fees incurred by Customer prior to suspension or termination).
2. Government data access requests. As a matter of general practice, Realeyes does not voluntarily provide government agencies or authorities (including law enforcement) with access to or information about Realeyes accounts (including Customer Data). If Realeyes receives a compulsory request (whether through a subpoena, court order, search warrant, or other valid legal process) from any government agency or authority (including law enforcement) for access to or information about a Realeyes account (including Customer Data) belonging to a Customer whose primary contact information indicates the Customer is located in Europe, Realeyes shall: (i) review the legality of the request; (ii) inform the government agency that Realeyes is a processor of the data; (iii) attempt to redirect the agency to request the data directly from Customer; (iv) notify Customer via email sent to Customer's primary contact email address of the request to allow Customer to seek a protective order or other appropriate remedy; and (v) provide the minimum amount of information permissible when responding to the agency or authority based on a reasonable interpretation of the request. As part of this effort, Realeyes may provide Customer's primary and billing contact information to the agency. Realeyes shall not be required to comply with this paragraph 2 if it is legally prohibited from doing so, or it has a reasonable and good-faith belief that urgent access is necessary to prevent an imminent risk of serious harm to any individual, public safety, or Realeyes's property, the Realeyes Site, or Service, but where Realeyes is legally prohibited from notifying Customer of requests it shall use its best efforts to obtain a waiver of the prohibition.

California:

1. Except as described otherwise, the definitions of: "controller" includes "Business"; "processor" includes "Service Provider"; "data subject" includes "Consumer"; "personal data" includes "Personal Information"; in each case as defined under the CCPA.
2. For this "California" section of Annex C only, "Permitted Purposes" shall include processing Customer Data only for the purposes described in this DPA and in accordance with Customer's documented lawful instructions as set forth in this DPA, as necessary to comply with applicable law, as otherwise agreed in writing, including, without limitation, in the Agreement, or as otherwise may be permitted for "service providers" under the CCPA.
3. Realeyes's obligations regarding data subject requests, as described in Section 8 (Data Subject Rights and Cooperation) of this DPA, extend to rights requests under the CCPA.
4. Notwithstanding any use restriction contained elsewhere in this DPA, Realeyes shall process Customer Data to perform the Service, for the Permitted Purposes and/or in accordance with Customer's documented lawful instructions, or as otherwise permitted or required by applicable law.

5. Notwithstanding any use restriction contained elsewhere in this Annex C, Realeyes may de-identify or aggregate Customer Data as part of performing the Service specified in this DPA and the Agreement.
6. Where Sub-processors process the Personal Information of Customer contacts, Realeyes takes steps to ensure that such Sub-processors are Service Providers under the CCPA with whom Realeyes has entered into a written contract that includes terms substantially similar to this "California" section of Annex C or are otherwise exempt from the CCPA's definition of "sale". Realeyes conducts appropriate due diligence on its Sub-processors.

Canada:

1. Realeyes takes steps to ensure that Realeyes's Sub-processors, as described in Section 3 (Sub-processing) of the DPA, are third parties under PIPEDA, with whom Realeyes has entered into a written contract that includes terms substantially similar to this DPA. Realeyes conducts appropriate due diligence on its Sub-processors.
2. Realeyes will implement technical and organizational measures as set forth in Section 4 (Security) of the DPA.

Effective Nov 16, 2023