

This Data Protection Addendum ("**Addendum**") forms part of the data protection agreement ("**DPA**") between: (i) Villages-News.com ("**Company**") acting on its own behalf and as agent for each Company Affiliate ("**Affiliates**"); and (ii) User ("**User**") acting on its own behalf and as agent for each User Affiliate ("**User Affiliates**").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the DPA. Except as modified below, the terms of the DPA shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the DPA. Except where the context requires otherwise, references in this Addendum to the DPA are to the DPA as amended by, and including, this Addendum.

1. Definitions

1.1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1. "**Applicable Laws**" means (a) European Union, or other member state laws with respect to any User Personal Data in respect of which any User Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any User Personal Data in respect of which any User Group Member is subject to any other Data Protection Laws;

1.1.2. "**User Affiliate**" means an entity within the EU that owns or controls, is owned or controlled by or is or under common control or ownership with User, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

1.1.3. "**User Group Member**" means User or any User Affiliate in the EU;

1.1.4. "**User Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of a User Group Member pursuant to or in connection with the DPA;

1.1.5. "**Contracted Processor**" means Company or a Subprocessor;

1.1.6. "**Data Protection Laws**" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

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. "**Restricted Transfer**" means:

1.1.10.1. a transfer of User Personal Data from any User Group Member to a Contracted Processor; or

1.1.10.2. an onward transfer of User Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws) in the absence of the Standard Contractual Clauses to be established under section [6.4.3 or] 12 below;

1.1.11. "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Company for User Group Members pursuant to the DPA;

1.1.12. "**Standard Contractual Clauses**" means the contractual clauses set out in Annex 2, amended as indicated (in square brackets and italics) in that Annex and under section 13.4;

1.1.13. "**Subprocessor**" means any person (including any third party and any Company Affiliate, but excluding an employee of Company or any of its sub-contractors) appointed by or on behalf of Company or any Company Affiliate to Process Personal Data on behalf of any User Group Member in connection with the DPA; and

1.1.14. "**Company Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with Company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.2. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3. The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Authority

Company warrants and represents that, before any Company Affiliate Processes any User Personal Data on behalf of any User Group Member, Company's entry into this Addendum as agent for and on behalf of that Company Affiliate will have been duly and effectively authorized (or subsequently ratified) by that Company Affiliate.

3. Processing of User Personal Data

3.1. Company and each Company Affiliate shall:

3.1.1. comply with all applicable Data Protection Laws in the Processing of User Personal Data; and

- 3.1.2. not Process User Personal Data other than on the relevant User Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Company or the relevant Company Affiliate shall to the extent permitted by Applicable Laws inform the relevant User Group Member of that legal requirement before the relevant Processing of that Personal Data.
- 3.2. Each User Group Member:
 - 3.2.1. instructs Company and each Company Affiliate (and authorizes Company and each Company Affiliate to instruct each Subprocessor) to:
 - 3.2.1.1. Process User Personal Data; and
 - 3.2.1.2. in particular, transfer User Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the DPA; and
 - 3.2.2. warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in section 3.2.1 on behalf of each relevant User Affiliate.
- 3.3. Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the User Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). User may make reasonable amendments to Annex 1 by written notice to Company from time to time as User reasonably considers necessary to meet those requirements. Nothing in Annex 1 (including as amended pursuant to this section 3.3) confers any right or imposes any obligation on any party to this Addendum.

4. Company and Company Affiliate Personnel

Company and Company Affiliates shall take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to the User Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant User Personal Data, as strictly necessary for the purposes of the DPA, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

- 5.1. 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, Company and each Company Affiliate shall in relation to the User Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 5.2. In assessing the appropriate level of security, Company and each Company Affiliate shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

6. **Subprocessing**

- 6.1. Each User Group Member authorizes Company and each Company Affiliate to appoint (and permit each Subprocessor appointed in accordance with this section 6 to appoint) Subprocessors in accordance with this section 6 and any restrictions in the DPA.
- 6.2. Company and each Company Affiliate may continue to use those Subprocessors already engaged by Company or any Company Affiliate as at the date of this Addendum, subject to Company and each Company Affiliate in each case as soon as practicable meeting the obligations set out in section 6.4.
- 6.3. Company shall give User prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor. If, within [] of receipt of that notice, User notifies Company in writing of any objections (on reasonable grounds) to the proposed appointment:
 - 6.3.1. Company shall work with User in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor; and
 - 6.3.2. where such a change cannot be made within 30 days from Company's receipt of User's notice, notwithstanding anything in the DPA, User may by written notice to Company with immediate effect terminate the DPA to the extent that it relates to the Services which require the use of the proposed Subprocessor.
- 6.4. With respect to each Subprocessor, Company or the relevant Company Affiliate shall:
 - 6.4.1. before the Subprocessor first Processes User Personal Data (or, where relevant, in accordance with section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for User Personal Data required by the DPA;
 - 6.4.2. ensure that the arrangement between on the one hand (a) Company, or (b) the relevant Company Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for User Personal Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR;
 - 6.4.3. if that arrangement involves a Restricted Transfer, ensure that the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand (a) Company, or (b) the relevant Company Affiliate, or (c) the relevant intermediate Subprocessor; and on the other hand the Subprocessor, or before the Subprocessor first Processes User Personal Data procure that it enters into an agreement incorporating the Standard Contractual Clauses with the relevant User Group Member(s) (and User shall procure that each User Affiliate party to any such Standard Contractual Clauses co-operates with their population and execution); and
 - 6.4.4. provide to User for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as User may request from time to time.
- 6.5. Company and each Company Affiliate shall ensure that each Subprocessor performs the obligations under sections 3.1, 4, 5, 7.1, 8.2, 9 and 11.1, as they apply to Processing of User

Personal Data carried out by that Subprocessor, as if it were party to this Addendum in place of Company.

7. Data Subject Rights

- 7.1. Taking into account the nature of the Processing, Company and each Company Affiliate shall assist each User Group Member by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the User Group Members' obligations, as reasonably understood by User, to respond to requests to exercise Data Subject rights under the Data Protection Laws.
- 7.2. Company shall:
 - 7.2.1. promptly notify User if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of User Personal Data; and
 - 7.2.2. ensure that the Contracted Processor does not respond to that request except on the documented instructions of User or the relevant User Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Company shall to the extent permitted by Applicable Laws inform User of that legal requirement before the Contracted Processor responds to the request.

8. Personal Data Breach

- 8.1. Company shall notify User without undue delay upon Company or any Subprocessor becoming aware of a Personal Data Breach affecting User Personal Data, providing User with sufficient information to allow each User Group Member to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 8.2. Company shall co-operate with User and each User Group Member and take such reasonable commercial steps as are directed by User to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9. Data Protection Impact Assessment and Prior Consultation

Company and each Company Affiliate shall provide reasonable assistance to each User Group Member with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which User reasonably considers to be required of any User Group Member 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 User Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

10. Deletion or return of User Personal Data

- 10.1. Subject to sections 10.2 and 10.3 Company and each Company Affiliate shall promptly and in any event within [] of the date of cessation of any Services involving the Processing of User Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those User Personal Data.
- 10.2. Subject to section 10.3, User may in its absolute discretion by written notice to Company within [] of the Cessation Date require Company and each Company Affiliate to (a) return a complete copy of all User Personal Data to User by secure file transfer in such format as is reasonably notified by User to Company; and (b) delete and procure the deletion of all other copies of User

Personal Data Processed by any Contracted Processor. Company and each Company Affiliate shall comply with any such written request within [] of the Cessation Date.

- 10.3. Each Contracted Processor may retain User Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Company and each Company Affiliate shall ensure the confidentiality of all such User Personal Data and shall ensure that such User Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.
- 10.4. Company shall provide written certification to User that it and each Company Affiliate has fully complied with this section 10 within [] of the Cessation Date.

11. Audit rights

- 11.1. Subject to sections [11.2 to 11.4], Company and each Company Affiliate shall make available to each User Group Member on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any User Group Member or an auditor mandated by any User Group Member in relation to the Processing of the User Personal Data by the Contracted Processors.
- 11.2. Information and audit rights of the User Group Members only arise under section 11.1 to the extent that the DPA does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, article 28(3)(h) of the GDPR).
- 11.3. [A User Group Member may only mandate an auditor for the purposes of section 11.1 if the auditor is identified in the list set out in Annex 3 to this Addendum, as that list is amended by agreement between the parties in writing from time to time. Company shall not unreasonably withhold or delay agreement to the addition of a new auditor to that list.]
- 11.4. [User or the relevant User Affiliate undertaking an audit shall give Company or the relevant Company Affiliate reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:
 - 11.4.1. to any individual unless he or she produces reasonable evidence of identity and authority;
 - 11.4.2. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and User or the relevant User Affiliate undertaking an audit has given notice to Company or the relevant Company Affiliate that this is the case before attendance outside those hours begins; or
 - 11.4.3. for the purposes of more than [one] audit or inspection, in respect of each Contracted Processor, in any [calendar year], except for any additional audits or inspections which:
 - 11.4.3.1. User or the relevant User Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to

Company's or the relevant Company Affiliate's compliance with this Addendum; or

- 11.4.3.2. A User Group Member is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory,

where User or the relevant User Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Company or the relevant Company Affiliate of the audit or inspection.]

12. Restricted Transfers

- 12.1. Subject to section 12.3, each User Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that User Group Member to that Contracted Processor.
- 12.2. The Standard Contractual Clauses shall come into effect under section 12.1 on the later of:
 - 12.2.1. the data exporter becoming a party to them;
 - 12.2.2. the data importer becoming a party to them; and
 - 12.2.3. commencement of the relevant Restricted Transfer.
- 12.3. Section 12.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.
- 12.4. [Company warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor which is not a Company Affiliate, Company's or the relevant Company Affiliate's entry into the Standard Contractual Clauses under section 12.1, and agreement to variations to those Standard Contractual Clauses made under section 13.4.1, as agent for and on behalf of that Subprocessor will have been duly and effectively authorized (or subsequently ratified) by that Subprocessor.]

13. General Terms

Governing law and jurisdiction

- 13.1. Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:
 - 13.1.1. the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the DPA with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

13.1.2. this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the DPA.

Order of precedence

13.2. Nothing in this Addendum reduces Company's or any Company Affiliate's obligations under the DPA in relation to the protection of Personal Data or permits Company or any Company Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the DPA. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13.3. Subject to section 13.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the DPA and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Data Protection Laws, etc.

13.4. User may:

13.4.1. by at least [30 (thirty) calendar days'] written notice to Company from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 12.1), as they apply to Restricted Transfers which are subject to a particular Data Protection Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Protection Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Protection Law; and

13.4.2. propose any other variations to this Addendum which User reasonably considers to be necessary to address the requirements of any Data Protection Law.

13.5. If User gives notice under section 13.4.1:

13.5.1. [Company and each Company Affiliate shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under section 6.4.3; and]

13.5.2. User shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Company to protect the Contracted Processors against additional risks associated with the variations made under section 13.4.1 [and/or 13.5.1].

13.6. If User gives notice under section 13.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in User's notice as soon as is reasonably practicable.

13.7. Neither User nor Company shall require the consent or approval of any User Affiliate or Company Affiliate to amend this Addendum pursuant to this section 13.5 or otherwise.

Severance

- 13.8. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the DPA with effect from the date first set out above.