
DATA PROCESSING AGREEMENT/ADDENDUM

This Data Processing Agreement (“**DPA**”) forms part of the Blockaid Master Subscription Agreement or other agreement for Blockaid services entered into between Blockaid, Inc. ((“**Blockaid**”, “**Us**”, “**We**”, “**Our**”) and the Customer (collectively, “**You**”, “**Your**”, or “**Customer**”) (the “**Agreement**”). Both parties shall be referred to as the “**Parties**” and each, a “**Party**”. This DPA forms a binding legal agreement to reflect the Parties’ agreement with regard to the Processing of Personal Data (as such terms are defined below).”.

WHEREAS Blockaid shall provide the services set forth in the Agreement (collectively, the “**Services**”) for Customer, as described in the Agreement; and

WHEREAS the Parties wish to set forth the arrangements concerning the Processing of Personal Data within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

By using the Services, Customer accepts this DPA and you represent and warrant that you have full authority to bind the Customer to this DPA. If you cannot, or do not agree to, comply with and be bound by this DPA, or do not have authority to bind the Customer, please do not provide Personal Data to Us.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

- (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Data Protection Laws And Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Blockaid, but has not signed its own agreement with Blockaid and is not a “**Customer**” as defined under the Agreement.
- (c) “**Blockaid**” means the relevant Blockaid entity of the following Blockaid legal entities as specified in this DPA and/or in the Agreement, including: Blockaid Ltd.
- (d) “**Blockaid Group**” means Blockaid and its Affiliates engaged in the Processing of Personal Data.
- (e) “**Controller**” or “**Data Controller**” means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term “Data Controller” shall include the Customer and/or the Customer’s Authorized Affiliates.
- (f) “**Data Protection Laws and Regulations**” means all laws and regulations of the European Union, the European Economic Area (EEA) and their Member States, the United Kingdom and US Privacy Laws each to the extent applicable to the Processing of Personal Data under the Agreement.
- (g) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.
- (h) “**Member State**” means a country that belongs to the European Union and/or the European Economic Area. “**Union**” means the European Union.
- (i) “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the

processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- (j) **“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as defined under Data Protection Laws and Regulations. For the avoidance of doubt, Customer's business contact information is not by itself deemed to be Personal Data subject to this DPA.
- (k) **“Process(ing)”** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (l) **“Processor”** or **“Data Processor”** means the entity which Processes Personal Data on behalf of the Controller.
- (m) **“Security Documentation”** means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time. Customer shall send a request to secutiry@blockaid.co to receive a copy of the Security Documentation.
- (n) **“Standard Contractual Clauses”** or **“SCCs”** means (i) the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4, 2021, as available [here](#) as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a supervisory authority for use with respect to any specific restricted transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Regulatory Authority or Data Protection Laws and Regulations;
- (o) **“Sub-processor”** means any Processor engaged by Blockaid and/or Blockaid Affiliate to Process Personal Data on behalf of Customer.
- (p) **“Supervisory Authority”** means an independent public authority which is established pursuant to applicable Data Protection Laws.
- (q) **“US Privacy Laws”** means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act of 2020 along with any associated regulations (“CCPA”); the Virginia Consumer Data Protection Act (“VCDPA”); the Colorado Privacy Act; and any similar U.S. State or Federal laws governing data privacy and security once effective.

2. **Customer’s Responsibilities.** Customer, shall comply with all applicable Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall at all times have any and all required ongoing legal bases in order to collect, Control, Process and transfer to Blockaid the Personal Data and to authorize the Processing or |Sub-Processing by Blockaid of the Personal Data which is authorized in this DPA.

3. **PROCESSING OF PERSONAL DATA**

- 3.1 Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Personal Data under this DPA Blockaid is the Data Processor and Blockaid or members of the Blockaid Group may engage Sub-processors pursuant to the requirements set forth in Section 5 below. For clarity, this DPA shall not apply with respect to Blockaid processing activity as a Data Controller with respect to Blockaid data as defined in the Agreement.
- 3.2 Blockaid's Processing of Personal Data. Blockaid shall Process Personal Data that is subject to this DPA only in accordance with Customer's documented instructions as necessary for the performance of the Services and for the performance of the Agreement and this DPA, unless required to otherwise process in accordance with any applicable Privacy Law and Regulation to which Blockaid and its Affiliates are subject, in which case, Blockaid shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.
- 3.3 To the extent that Blockaid or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Customer and/or its authorized users relating to Processing of Personal Data or where Blockaid considers such a request to be unlawful, Blockaid (i) shall inform Customer, providing relevant details of the problem (but not legal advice), (ii) Blockaid may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Blockaid all the amounts owed to Blockaid or due before the date of termination. Customer will have no further claims against Blockaid (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).
- 3.4 Blockaid will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Blockaid, to the extent that such is a result of Customer's instructions.

4. **RIGHTS OF DATA SUBJECTS**. If Blockaid receives a request from a Data Subject to exercise its rights under Data Protection Laws and Regulations ("**Data Subject Request**"), Blockaid shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Customer. Taking into account the nature of the Processing, Blockaid shall use commercially reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Blockaid's provision of such assistance.

5. **BLOCKAID PERSONNEL**

- 5.1 Blockaid shall grant access to the Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons engaged in the Processing of Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 5.2 Blockaid may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and

Regulations (in such a case, Blockaid shall inform the Customer of the legal requirement before the disclosure, unless legally prohibited), or (c) on a “need-to-know” basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

6. AUTHORIZATION REGARDING SUB-PROCESSORS

- 6.1 Customer hereby grants a general authorization to Blockaid to appoint Sub-processors to perform specific Processing activities on Customer Personal Data on its behalf. Blockaid’s current list of Sub-Processors is available at < <https://blockaid.io/legal/sub-processor-list>>.
- 6.2 **Objection Right for Sub-processors.** Blockaid offers a mechanism for Customers to subscribe to notifications of changes to Blockaid’s Sub-Processor List via < <https://blockaid.io/legal/sub-processor-list>>. If Customer subscribes to receive such updates, Blockaid shall provide notification of any intended changes concerning the addition or replacement of other Sub-Processor(s) to the email address which has subscribed thereby giving Customer the opportunity to object.
- 6.3 Customer may reasonably object to Blockaid’s use of a Sub-processor for reasons related to the Data Protection Laws and Regulations by notifying Blockaid promptly in writing within five (5) business days after receipt of Blockaid’s notice such written objection shall include the reasons for objecting to Blockaid’s use of such Sub-processor. Failure to object to such Sub-processor in writing within five (5) business days following Blockaid’s notice shall be deemed as acceptance of the Sub-Processor. Blockaid will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer’s use of the Services to avoid Processing of Personal Data by the objected-to Sub-processor without unreasonably burdening the Customer. If Blockaid is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Blockaid without the use of the objected-to Sub-processor by providing written notice to Blockaid provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Blockaid. Until a decision is made regarding the Sub-processor, Blockaid may temporarily suspend the Processing of the affected Personal Data. Customer will have no further claims against Blockaid due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.
- 6.4 This Section 5 shall not apply to subcontractors of Blockaid which provide ancillary services to support the performance of the DPA. This includes, for example, telecommunication services, maintenance and user service, cleaning staff, or auditors.
- 6.5 **Agreements with Sub-processors.** Where Blockaid engages a Sub-Processor, we shall do so by way of a written contract which imposes on the Sub-Processor substantially the same data protection obligations as in this DPA.

7. SECURITY

- 7.1 Taking into account the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Blockaid shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Customer. Upon the Customer’s request, Blockaid will use commercially reasonable efforts to assist Customer, at Customer’s cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art, and the

information available to Blockaid.

- 7.2 Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Blockaid shall make available to Customer that is not a competitor of Blockaid (or Customer's independent, third-party auditor that is not a competitor of Blockaid) a copy or a summary of Blockaid's then most recent third-party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Blockaid's prior written approval and, upon Blockaid's first request, Customer shall return all records or documentation in Customer's possession or control provided by Blockaid in the context of the audit and/or the certification). At Customer's cost and expense, Blockaid shall allow for and contribute to audits, including inspections of Blockaid's, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Blockaid) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, nothing in this DPA will require Blockaid either to disclose to Customer (and/or its authorized auditors), or provide access to: (i) any data of any other customer of Blockaid; (ii) Blockaid's internal accounting or financial information; (iii) any trade secret of Blockaid; or (iv) any information that, in Blockaid's sole reasonable discretion, could compromise the security of any of Blockaid's systems or premises or cause Blockaid to breach obligations under any applicable law or its obligations to any third party.

8. TRANSFERS OF DATA

- 8.1 Transfers to countries that offer adequate level of data protection. Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, "EEA") and the United Kingdom to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("Adequacy Decisions"), without any further safeguard being necessary.
- 8.2 Transfers to other countries. If the Processing of Personal Data includes transfers from the EEA to countries outside the EEA which are not subject to an Adequacy Decision ("Other Countries"), the Parties shall comply with their applicable obligations under Chapter V of the GDPR., including, if necessary, executing the standard data protection clauses adopted by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission or comply with any of the other mechanisms provided for in the GDPR for transferring Personal Data to such Other Countries.

9. US PRIVACY LAWS

- 9.1 In performing its obligations under the Agreement and this DPA, Blockaid shall comply with its obligations under US Privacy Laws, including by providing the level of privacy protection as is required by US Privacy Laws to Customer Personal Data subject to the US Privacy Laws. Blockaid will not: (1) "sell" or "share" for purposes of "cross-context behavioural advertising" or "targeted advertising" (as defined by applicable US Privacy Laws) any Customer Personal Data; (2) retain, use, or disclose Customer Personal Data for any purpose other than the contractual business purpose set forth herein or as otherwise permitted under US Privacy Laws or outside of the direct business relationship between Blockaid and the Customer; or (3) attempt to re-identify any pseudonymized, anonymized, aggregate, or de-identified Customer Personal Data.
- 9.2 Blockaid will: (1) comply with any applicable restrictions under applicable US Privacy Laws on combining Customer Personal Data with Personal Data that Blockaid receives from, or on behalf of, another person or persons; and (2) promptly notify Customer if Blockaid determines that it (i) can no longer meet its obligations under this DPA or applicable US Privacy Laws; or (ii) in

Blockaid's opinion, an instruction from Customer infringes applicable US Privacy Laws.

- 9.3 To the extent required under US Privacy Laws, Customer may take reasonable and appropriate steps to help to ensure that Blockaid uses Customer Personal Data in a manner consistent with Customer's obligations under US Privacy Laws and in order to stop and remediate unauthorized use of the Customer Personal Data.
- 9.4 Blockaid certifies that it understands its obligations set forth in this Section 9. The Parties agree that Schedule 1 hereto shall satisfy any requirement under applicable U.S. Privacy Law to provide details regarding the nature of the Processing activities related to Customer Personal Data.

10. **PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION.** Blockaid shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Blockaid of which Blockaid becomes aware (a "**Personal Data Incident**"). Blockaid shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Blockaid deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Blockaid's reasonable control. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

11. **RETURN AND DELETION OF PERSONAL DATA.** Subject to the Agreement, Blockaid shall, at the choice of Customer, delete or return the Personal Data to Customer after the end of the provision of the Services relating to Processing, and shall delete existing copies unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Blockaid may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defence of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Blockaid's Customers.

12. **AUTHORIZED AFFILIATES**

- 12.1 The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Blockaid. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.
- 12.2 The Customer shall remain responsible for coordinating all communication with Blockaid under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

13. **RELATIONSHIP WITH AGREEMENT.** In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) Blockaid's (including Blockaid's Affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Blockaid under the Agreement within the twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will Blockaid and/or

Blockaid Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Blockaid, Blockaid Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort). NOTWITHSTANDING THE FOREGOING, IF CUSTOMER IS USING THE SERVICES FOR A FREE TRIAL, BLOCKAID'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER UNDER OR RELATED TO THIS DPA SHALL BE CAPPED AT ONE THOUSAND DOLLARS US (\$1,000 US).

14. **TERMINATION.** This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 2, 3.2, 3.4, 11 and 13 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.
15. **AMENDMENTS.** This DPA may be amended at any time by a written instrument duly signed by each of the Parties.
16. **LEGAL EFFECT.** This DPA shall only become legally binding between Customer and Blockaid when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed. Blockaid may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any Blockaid obligation hereunder may be performed (in whole or in part), and any Blockaid right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Blockaid.
17. **SIGNATURE.** The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA. You, as the signing person on behalf of Customer, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to Blockaid. By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that Blockaid processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller".

This DPA has been pre-signed on behalf of Blockaid.

Instructions on how to execute this DPA.

1. To complete this DPA, you must complete the missing information; and
2. Send the completed and signed DPA to us by email, indicating the Customer's name, to privacy@blockaid.co.

List of Schedules

- **SCHEDULE 1 - DETAILS OF THE PROCESSING**
- **SCHEDULE 3 – STANDARD CONTRACTUAL CLAUSES**

SCHEDULE 1 - DETAILS OF THE PROCESSING

Subject matter. Blockaid will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

Nature and Purpose of Processing.

1. Performing the Agreement, this DPA and/or other contracts executed by the Parties, including, providing the Service(s) to Customer and providing support and technical maintenance, if agreed in the Agreement.
2. Following the Customer's instructions with respect to the categories of Personal Data to be Processed and stored, and for which purposes.
3. For Blockaid to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement and this DPA.

Duration of Processing. Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Blockaid will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data. Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Blockchain addresses.
- Any other Personal Data or information that the Customer decides to provide to the Blockaid or the Services.

The Customer and the Data Subjects shall provide the Personal data to Blockaid by supplying the Personal data to Blockaid's Service.

In some limited circumstances Personal Data may also come from others sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Customer shall always be deemed the "Data Controller" and Blockaid shall always be deemed the "Data Processor" (as such terms are defined in the GDPR).

For the avoidance of doubt, the information subject to the Blockaid's privacy policy (e.g., log-in details) available here: <https://www.blockaid.io/legal/privacy-policy> shall not be subject to the terms of this DPA.

Notwithstanding anything to the contrary, Customer acknowledges that the same personal information or Personal Data provided by Customer or processed on behalf of Customer may have already been (or will be) provided by other customers or Customers to Blockaid, or may have already been (or will be) collected by Blockaid independently or from other customers or Customers, or may be available on public sources. For avoidance of doubt, this data and information may be collected, used and processed by Blockaid and/or disclosed by Blockaid to third parties and other customers or Customers without such use as described in this paragraph being deemed as a breach of this DPA and/or the Agreement.

Categories of Data Subjects. Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer's end users and/or Customers
- Customer's users authorized by Customer to use the Services

The frequency of the transfer. Continuous basis

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period. As described in this DPA and/or the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing. As detailed in < <https://blockaid.io/legal/sub-processor-list> >.

SCHEDULE 3 - STANDARD CONTRACTUAL CLAUSES

EU SCCs. If the Processing of Personal Data includes transfers from the EU to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

- a) The Standard Contractual Clauses (Controller-to-Processor and Processor to Processor) as applicable, will apply, with respect to restricted transfers between Customer and Blockaid that are subject to the GDPR.
- b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Blockaid (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall not be applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall not be applicable; (iv) In Clause 13: the relevant option applicable to the Customer, as informed by Customer to Blockaid; (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Ireland, as their choice of forum and jurisdiction.
- c) Annex I.A: With respect to Module Two: (i) Data Exporter is Customer as a data controller and (ii) the Data Importer is Blockaid as a data processor. With respect to Module Three: (i) Data Exporter is Customer as a data processor and (ii) the Data Importer is Blockaid as a data processor (sub-processor). Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.
- d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.
- e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.
- f) Annex II of the Standard Contractual Clauses shall be completed as described in the Security Documentation.
- g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in Schedule 2 (Sub-processor list) of this DPA.